

ZENNER USA Warranty for ZENNER Stealth Ultrasonic Water Meters

This warranty shall apply to ZENNER Stealth Ultrasonic Water Meters, model ZSU (Collectively the "Water Meters") used to measure potable and non-potable water and the electronics, display, and transducers (collectively the "Components"), along with the Batteries provided by ZENNER USA ("ZENNER"), used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after October 10, 2018. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable systems, ZENNER warrants its Water Meters, Components thereto, and Batteries free from defects in materials and workmanship, occurring within the following time periods:

- Water Meters: Ten (10) years from the original date of shipment.
- Components: Ten (10) years from the original date of shipment.
- Batteries: Ten (10) years from the original date of shipment.

AWWA METER ACCURACY

ZENNER's 2" to 8" Ultrasonic Meters are warranted to meet or exceed AWWA new meter accuracy standards for a period of Ten (10) years from the original date of shipment.

WATER METER OR COMPONENT RETURNS

ZENNER's liability hereunder is expressly limited to the repair or replacement of the Water Meter, Components thereto, and Batteries at ZENNER's option, upon the Customer's return of the Water Meter, Components thereto, and Batteries. The Customer must ship Water Meter, Components thereto, and Batteries, prepaid F.O.B., to the service center designated by ZENNER. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter, Components thereto, and Batteries and reinstalling the repaired or replacement Water Meter, Components thereto, and Batteries. The returned Water Meter, Components thereto, and Batteries become the property of ZENNER.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter, Components thereto, and Batteries are repaired or altered by any party other than ZENNER. This warranty is applicable only to the extent that the Water Meter, Components thereto, and Batteries are installed, serviced and operated in accordance with ZENNER's specifications provided at the time of purchase of Water Meter, Components thereto, and Batteries. This warranty shall not apply to any Water Meter, Components thereto, or Batteries damaged by, or subject to, conditions which in ZENNER's opinion have caused an adverse effect upon the Water Meter, Components thereto, and Batteries ability to perform, including, but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond ZENNER's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter, Components thereto, and Batteries.

Any description of the Water Meter, Components thereto, and Batteries, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by ZENNER or ZENNER's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by ZENNER or ZENNER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER, COMPONENTS THERETO, AND BATTERIES DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS OR BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL ZENNER BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, ZENNER reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.