

## ZENNER USA

### Warranty for Multi-jet and Positive Displacement Water Meters

This warranty shall apply to ZENNER USA Multi-Jet and Positive Displacement Water Meters models PMN, PPD, PMF and PMFP (collectively the "Water Meters") used to measure potable water and the registers. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as "Customer(s)".

#### MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

#### AWWA METER ACCURACY

ZENNER USA warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Water Meters: Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Water Meters: Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Water Meters: Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Water Meters: Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Water Meters: Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

#### WATER METER OR COMPONENT RETURNS

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

#### LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components 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 USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, 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 USA or Zenner USA'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 USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, 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 USA 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 USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.*