

## **ZENNER USA**

### **Warranty for ETR/ETRU Encoder Type Registers and Stealth Electronic Register**

#### **PRODUCTS COVERED**

This limited Warranty (“Warranty”) shall apply to any Zenner USA ETR/ETRU Encoder Type Registers and Stealth Electronic Register sold by Zenner USA or its authorized agent on or after January 2, 2012, hereinafter referred to collectively as “Product(s)”. This Warranty is extended only to a utility, municipality, other authorized commercial users and Zenner USA Distributors, hereinafter referred to as a “Customer”.

#### **LIMITED WARRANTY**

Zenner USA, hereinafter referred to as “Zenner”, warrants Product supplied hereunder to be free from defects in materials and workmanship for a period of ten (10) years from the date of original shipment. Battery life is warranted for ten (10) years from the date of original shipment. A one-time, additional 10-year prorated Warranty is also offered according to the prorated chart in this document at Customer’s sole expense. Customer shall provide written request to Zenner, along with applicable payment, to extend Warranty within six (6) months of the expiration of the initial Warranty term.

#### **PRODUCT RETURNS AND WARRANTY CREDIT**

If the Customer believes that a Product has failed in such a manner as to be covered by the provisions of this Warranty, the Customer shall contact Zenner and obtain a Return Materials Authorization (“RMA”) number prior to shipping any Product for claims under this Warranty. The Customer shall be solely responsible for shipping any Product to the designated Zenner return facility and for clearly identifying the nature of the Warranty claim. Zenner does not warrant the Product or its operation to be error free. Any Product received and proven to Zenner’s sole satisfaction to have failed per the terms of the Warranty shall have earned a “Warranty Replacement Credit” and may, at Zenner’s option, be repaired or replaced with a “Replacement Product”. Replacement Product shall carry the same Warranty as the original Product except the Warranty term shall not extend. A Warranty Replacement Credit may be redeemed for Replacement Product and does not have any other value. During the Warranty Period, a Warranty Replacement Credit toward Replacement Product shall be 100%. Replacement Product shall be returned to the Customer at Zenner’s expense. If the Product returned by the Customer is not a failed Product or the Customer has returned the Product to Zenner without a valid RMA the Customer shall pay shipping charges for returning the Product to the Customer. Customer shall assume and be responsible for all costs of removing the original Product and of reinstalling the Replacement Product.

#### **LIMITS OF LIABILITY AND DISCLAIMER**

This Warranty shall not apply to Products that have been repaired or altered by any party other than Zenner. This Warranty shall not apply to Products that have been installed or programmed by or under the direct supervision of any person who was not a Certified STEALTH READER MIU Installer at the time of installation. The Warranty herein applies only to the extent that the Products are installed, operated and trouble-shot strictly in accordance with Zenner’s specifications provided at the time of Product purchase. This Warranty shall not apply to devices of any kind, including, but not limited to, meters, encoders or registers, to which the Products may be attached or to defects in same. Any use of meter reading equipment not approved by Zenner with the Products shall void this Warranty. This Warranty shall not apply to direct wiring, or repotting, of the Product. The Warranty shall not apply to Product exposed to conditions other than those detailed in product technical literature and Installation, Operation, Instruction Manuals, including but not limited to Product which has been exposed to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, or other

circumstances which are beyond Zenner’s reasonable control.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER’S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND/OR PRODUCTS, 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.

Any description of the Products, 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.

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.

YEAR	ETR/ETRU REPLACEMENT PRORATED PERCENTAGE*
11	30% of List Price
12	40% of List Price
13	50% of List Price
14	50% of List Price
15	60% of List Price
16	70% of List Price
17	75% of List Price
18	80% of List Price
19	85% of List Price
20	90% of List Price

\*List Price is defined as the current price of the Product in the corresponding year.”