



WARRANTY COVERAGE

Badger Meter's warranty obligations are limited to the terms set forth below.

PRODUCTS COVERED

Badger Meter's warranty shall apply to parts purchased from Badger Meter for approved use in or with products sold by Badger Meter ("Parts") against defects in materials and workmanship under normal use for a period of NINETY (90) DAYS from the date of purchase by the original end-user purchaser ("Warranty Period").

PRODUCT RETURNS

Part failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. If the defect arises and a valid claim is received within the Warranty Period, at its option, Badger Meter will either (1) exchange the part with a new, used or refurbished part that is at least functionally equivalent to the original part, or (2) refund the purchase price of the part.

Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product. A replacement Part assumes the remaining warranty of the original Part or ninety (90) days from the date of replacement, whichever provides longer coverage.

LIMITS OF LIABILITY

This warranty shall not apply to any Part repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Part is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to a Part exposed to conditions other than those detailed in applicable technical literature and Installation and Operation Manuals (IOM) or which have been subject to vandalism, negligence, accident, acts of God,

improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of a Part, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the part and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Part shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability.

Badger Meter's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Due to continuous research, Parts improvements and enhancements, Badger Meter reserves the right to change Parts specifications without notice, except to the extent an outstanding contractual obligation exists.

Badger Meter Inc.
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