



Badger Meter

E-Series® Ultrasonic Meter

Cold Water Meters in Reclaimed Water Applications,
5/8", 5/8" x 3/4", 3/4", 1"

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free stainless steel meters, sizes 5/8", 5/8" x 3/4", 3/4", and 1", when used to measure non-potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after April 1, 2013. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer," and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. 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 alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. 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.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standards, as applicable, and AWWA M6 Manual, as applicable, except the requirements relating to potable water. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

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 Product, 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 Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product 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 liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIM: (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.

E-Series is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2013 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400

México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882

Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0

Czech Republic | Badger Meter Czech Republic s.r.o. | Maříkova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411

Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01

Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836

China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Legacy Document Number: ESM-W-02