



90-Day Wyco Product Warranty

PRODUCTS

This warranty shall apply to Wyco Division of Badger Meter ("Wyco") Equipment and Parts hereafter referred to as "Product(s)"; as identified under "PRODUCTS GOVERNED BY THIS 90-DAY WARRANTY POLICY" in this document, sold on or after March 1, 2014. This warranty is not transferable and is extended only to 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 Wyco or its authorized distributors.

MATERIALS AND WORKMANSHIP

Wyco warrants Product to be free from defects in materials and workmanship appearing within 90 days after shipment from Wyco.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Wyco. The obligation of Wyco hereunder shall be limited to such repair and replacement and shall be conditioned upon Wyco 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 Wyco is willing and able to replace defective Product to Customer within a reasonable time after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid CPT to the nearest Wyco factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Wyco. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with instructions from Wyco. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Product technical literature, 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 Wyco. With respect to equipment and parts not manufactured by Wyco, the warranty obligations of Wyco shall in all respects conform and be limited to the warranty extended to Wyco 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 MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

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

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Wyco with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Wyco shall in no event exceed the contract price. WYCO 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 WYCO, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

PRODUCTS GOVERNED BY THIS 90-DAY WARRANTY POLICY

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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. © 2014 Badger Meter, Inc. All rights reserved.

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