



**Badger Meter**

## **BEACON® AMA Managed Solution**

With ORION® Cellular LTE and ORION Fixed Network (SE) Water Endpoints

### **PRODUCTS**

This warranty shall apply to Badger Meter ORION® Cellular LTE and ORION Fixed Network (SE) water endpoints ("Endpoints") sold as part of a managed solution on or after May 1, 2017.

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.

### **MATERIAL AND WORKMANSHIP**

Badger Meter warrants Endpoints, hereafter referred to as "Product(s)," to be free from defects in material and workmanship for ten (10) years and six (6) months after shipment.

Replacement Endpoints are warranted for and under the balance of the original warranty.

### **TEN-YEAR GUARANTEE OF NETWORK PERFORMANCE**

If the communication network that supports any Endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation, thereby rendering any Endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down Endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in Badger Meter's most current BEACON AMA Managed Solution Pricing Terms and Conditions document.

Badger Meter will supply a replacement Endpoint that is supported by the most current technology readily available for full-scale use in the Customer's meter service area affected by Shut Downs ("Replacement Endpoints") at no charge to the Customer for such Replacement Endpoints during the first ten (10) years of this performance guarantee from original shipment date. Replacement Endpoints are warranted for and under the balance of the original applicable Endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement Endpoints, including but not limited to costs associated with installation and maintenance. If the Customer agrees to pay for shipping and Badger Meter's most currently published disposal fee per Replacement Endpoint, Badger Meter will properly dispose of returned Shut Down Endpoints.

### **PRODUCT RETURNS**

Product 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. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof 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 Products and reinstalling the repaired Products or replacement endpoints. Shut Down Endpoints are not product failures under this warranty.

### **LIMITS OF LIABILITY**

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products 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 Badger Meter. With respect to products 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 the 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

The liability of Badger Meter 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 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.

## Making Water Visible®

BEACON, Making Water Visible and ORION are registered trademarks 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. © 2017 Badger Meter, Inc. All rights reserved.

[www.badgermeter.com](http://www.badgermeter.com)

---