

CITY OF WAUCHULA WARRANTY

The warranties on meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. **Project Materials and Supplies.**

(a) **General.** Meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main LP (“Core & Main”) are warranted by the manufacturer to be free from Manufacturers’ Defects for the period specified in the manufacturer’s warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto. The term of such manufacturer’s warranty shall be as set forth in such attached manufacturer’s warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters or equipment occurring after the change becomes effective), but generally the start date for warranties is the date of the manufacturer’s shipment of such meters or equipment as noted in the applicable Acceptance Certificate (“Manufacturer’s Warranty Period”). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) **Core & Main’s Responsibility.** Upon any breach of the manufacturer’s warranty on meters or equipment noticed to Core & Main during the applicable Manufacturer’s Warranty Period, Core & Main’s sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. **Installation Work and Services.**

(a) **General.** Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the “Warranty Period”).

(b) **Exclusive Remedy.** Upon any breach of Core & Main’s warranty as to installation Work or Services during the applicable Warranty Period, Core & Main’s sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main’s installation Work and Services into compliance with such requirements.

3. **DISCLAIMER OF FURTHER LIABILITIES.** EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.