



1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at [xylem.com](https://www.xylem.com).

2. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](https://www.sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

| | New Meter Accuracy | Repair Meter Accuracy |
|---------------------------------------|--------------------|-----------------------|
| 5/8" SR II Meter and accuSTREAM Meter | 500,000 gallons | 1,500,000 gallons |
| 3/4" SR II Meter and accuSTREAM Meter | 750,000 gallons | 2,250,000 gallons |
| 1" SR II Meter and accuSTREAM Meter | 1,000,000 gallons | 3,000,000 gallons |

3. **SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. **ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at [sensus.com](https://www.sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. **ally® Meter Batteries and Components**, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

| | |
|--------------------------------------------------------------|-----------------------|
| Batteries | 15 years ¹ |
| Sensors | 5 years |
| Valve & Gear Motor | 5 years ² |
| SmartPoint 510M/520M modules and batteries in service w/ally | 15 years ¹ |

6. **iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at [sensus.com](https://www.sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

7. **iPERL, ally, OMNI+, and Cordonel Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

8. **Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

9. **Sensus Cordonel Meters** are warranted to perform to the accuracy levels as set forth in the Cordonel data sheet available at [sensus.com](https://www.sensus.com) for twenty (20) years from the date of Sensus shipment. The Cordonel System Component warranty does not include the external housing.

10. **Sensus Cordonel maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

1. If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

| Years | Replacement Price | Years | Replacement Price | Years | Replacement Price |
|-------|-------------------|-------|-------------------|-------|-------------------|
| 1-10 | 0% | 13 | 55% | 15 | 75% |
| 11 | 35% | 14 | 65% | >15 | 100% |
| 12 | 45% | | | | |

2. Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

11. **Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 9, for the period stated below:

| | |
|-------------------------------------------------------------------------------------------|-----------------------|
| Batteries | 20 years ³ |
| Sensors | 5 years |
| SmartPoint 510M/520M modules and batteries in service w/ Cordonel models with pressure | 15 years ¹ |

12. **Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

13. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

| | |
|-----------------------------------------------------|----------|
| 5/8" thru 2" SR II, accuSTREAM Standard Registers | 25 years |
| 5/8" thru 2" SR II, accuSTREAM Encoder Registers | 10 years |
| All HSPU, IMP Contactor, R.E.R. Elec. ROFI | 1 year |
| OMNI and OMNI+ Registers with Battery | 10 years |
| Standard and Encoder Registers for Propeller Meters | 1 year |

14. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](https://www.sensus.com/TC).

15. **Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

| | |
|---------------------------------------------------------------|-----------------------|
| 7500 series Hand-Held Device | 2 years |
| Act-Pak® Remote Monitoring Instruments | 1 year |
| CPTP100 | 20 years ⁴ |
| EasyLink Reader | 1 year |
| Electronic TouchPad | 10 years |
| FlexNet Base Station (including the R100NA and M400 products) | 1 year |
| Gas SmartPoint® Modules and Batteries | 20 years ⁵ |
| iPERL System Battery and iPERL System Components | 20 years ³ |
| RM4160 | 1 year |

3. Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- Cordonel System Batteries, the flow sensing and data processing assemblies, and the register ("Cordonel System Components")
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13 at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

| Years | Replacement Price | Years | Replacement Price | Years | Replacement Price |
|-------|-------------------|-------|-------------------|-------|-------------------|
| 1-15 | 0% | 18 | 50% | 20 | 70% |
| 16 | 30% | 19 | 60% | >20 | 100% |
| 17 | 40% | | | | |

4. Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

5. Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

| Years | Replacement Price | Years | Replacement Price | Years | Replacement Price |
|-------|-------------------|-------|-------------------|-------|-------------------|
| 1-10 | 0% | 14 | 45% | 18 | 65% |
| 11 | 30% | 15 | 50% | 19 | 70% |
| 12 | 35% | 16 | 55% | 20 | 75% |
| 13 | 40% | 17 | 60% | >20 | 100% |

| | |
|------------------------------------------------------------|-----------------------|
| Sensus® Electronic Register+™ | 20 years ⁶ |
| Sensus® Smart Gateway Sensor Interface | 1 year ⁷ |
| SmartPoint® 510M/520M/515M/512M Modules and Batteries | 20 years ³ |
| Vehicle Gateway Base Station (VGB) and other AMR Equipment | 1 year |

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.
17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.
18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Warranty Exceptions and No Implied Warranties.** This Sensus G-500 Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus G-500 Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do

not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS G-500 LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS G-500 LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. Limitation of Liability.

- SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
- AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
- The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

⁶ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

| Years | Replacement Price | Years | Replacement Price | Years | Replacement Price |
|-------|-------------------|-------|-------------------|-------|-------------------|
| 1-10 | 0% | 14 | 45% | 18 | 65% |
| 11 | 30% | 15 | 50% | 19 | 70% |
| 12 | 35% | 16 | 55% | 20 | 75% |
| 13 | 40% | 17 | 60% | >20 | 100% |

⁷ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).