

# Utility Guarantee for Waterworks or Low-Lead Bronze Case M700 Water Meters

## Scope of Guarantee

This guarantee applies exclusively to Elster AMCO Water waterworks or low-lead bronze case M700 water meters and direct read registers purchased therewith shipped on or after September 21, 2007, when used in potable water below 120° F in accordance with Elster AMCO'S published Technical Specifications and when installed in accordance with Elster AMCO's published installation instructions, both as in effect as of the date of Elster AMCO's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either Elster AMCO or an Elster AMCO authorized distributor ("Business Partner").

## Materials and Workmanship

If used and installed as described above, Elster AMCO guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 months after installation or 18 months after shipment by Elster AMCO or its authorized Business Partner, whichever occurs first.

## Case Integrity

If used and installed as described above, Elster AMCO guarantees that the waterworks or low lead bronze main cases of M700 meters will retain their structural integrity for a period of 25 years from date of Elster AMCO'S shipment.

## Register Functionality

If used and installed as described above, Elster AMCO guarantees that its direct read registers will function for 25 years from date of manufacture by Elster AMCO, provided they are installed indoors and not subjected to flooding during the guarantee term. Encoder and Digital register warranties are specified separately, in Elster AMCO's documents Enc-UG-200 and Dig-UG-200, respectively.

## New Meter Accuracy

If used and installed as described above, Elster AMCO further guarantees that M700 meters covered by this guarantee will meet or exceed AWWA new meter accuracy standards, per AWWA specification C708-96, for 24 months after shipment by Elster AMCO or its authorized Business Partner, whichever occurs first.

## Repaired Meter Accuracy

If used and installed as described above, Elster AMCO further guarantees that M700 meters covered by this guarantee will meet or exceed repaired meter accuracy standards, as published in AWWA Manual M-6 Fourth Edition (1999), Chapter 5, Table 5.3, until the first occurring event as specified below:

5/8"	15 years from date of Elster AMCO shipment or registered usage of 1,500,000 U.S. gallons;
3/4"	15 years from date of Elster AMCO shipment or registered usage of 2,000,000 U.S. gallons;
1"	15 years from date of Elster AMCO shipment or registered usage of 3,000,000 U.S. gallons;
1 1/2"	2 years from date of Elster AMCO shipment or registered usage of 5,000,000 U.S. gallons;
2"	2 years from date of Elster AMCO shipment or registered usage of 8,000,000 U.S. gallons.

## Claims

Any meter or register covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of Elster AMCO, without additional charge to the customer. The customer is responsible for removing the meter or register from service, returning it to the factory service center designated by Elster AMCO, providing a written or electronic (facsimile or e-mail) claim notice, and for freight costs to and from the service center. Customer is also responsible for reinstalling repaired or replaced product.



### Limits of Liability

This guarantee does not apply to meters or registers damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Elster AMCO's installation instructions, mis-application or other use not as described above, acts of God or other conditions beyond the control of Elster AMCO. This guarantee is null and void if a meter is altered by the addition of any register not manufactured by or on behalf of Elster AMCO for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Elster AMCO. The guarantees as to accuracy shall be void if an examination of the customer's water supply shows an unusually adverse effect on metering equipment.

Any description of product, whether in writing or made orally by Elster AMCO or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by Elster AMCO or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by Elster AMCO.

The laws of the State of Florida, excluding its conflicts of law rules shall exclusively govern this guarantee. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER'S EXCLUSIVE REMEDY AND ELSTER AMCO'S AND ITS BUSINESS PARTNERS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY METER OR REGISTER WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL ELSTER AMCO AND/OR ITS BUSINESS PARTNERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES.

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