

SUBMETERING GUARANTEE FOR S130 SINGLE JET WATER METERS

SCOPE OF GUARANTEE

This guarantee applies exclusively to AMCO Water Metering Systems ("WMS") S130 Hot and Cold Water Single Jet water meters and direct read or pulser registers shipped therewith shipped on or after May 1, 2002, when used in accordance with AMCO WMS' published Technical Specifications and when installed in accordance with AMCO WMS' published installation instructions, both as in effect as of the date of AMCO WMS' shipment of the product. This guarantee applies exclusively to the original multi-family purchaser when product is purchased from either AMCO WMS or an AMCO WMS-authorized distributor or installer ("Business Partner").

MATERIALS AND WORKMANSHIP

If used and installed as described above, AMCO WMS 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 AMCO WMS or its authorized Business Partner, whichever occurs first.

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 AMCO WMS, 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 AMCO WMS upon receipt by AMCO WMS of the customer's written or electronic (facsimile or e-mail) claim notice, and freight cost 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 AMCO WMS' installation instructions, mis-application or other use not as described above, acts of God or other conditions beyond the control of AMCO Water Metering Systems. This guarantee is null and void if a meter is altered by the addition of any register not manufactured by or on behalf of AMCO WMS 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 AMCO WMS. 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 AMCO WMS 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 AMCO WMS 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 AMCO Water Metering Systems.

The laws of the State of New York, 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 AMCO WMS' 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 AMCO WMS 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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