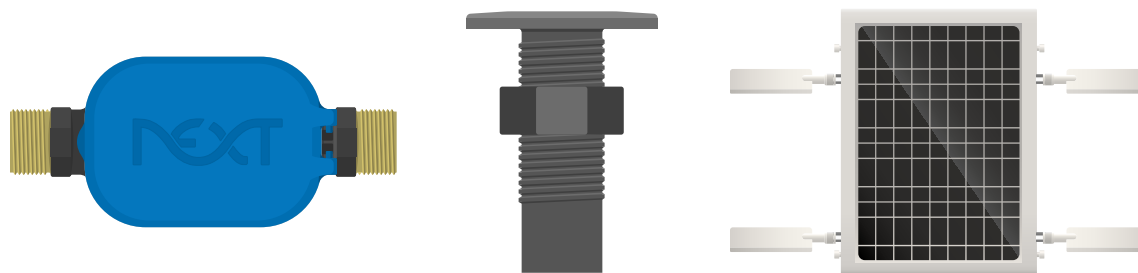


## Warranty

### Next Meters Outdoor Products



Next Meters extends the following limited warranty coverage to the purchaser (“Customer” or “you”) of its outdoor ultrasonic water meters and networking devices (the “Products”):

## 1 | Scope of Warranty

This warranty applies exclusively to outdoor ultrasonic Water Meters and networking devices produced and sold by Next Meters or its authorized distributors or resellers. Outdoor ultrasonic Water Meters must be used for potable water and installed and utilized in accordance with American Water Works Association (“AWWA”) recommended standards and service conditions (<https://www.awwa.org/Publications/Standards>).

Applicability of this warranty is contingent on normal use of Next Meters outdoor devices. “Normal Use” is defined as operating Next Meters outdoor products as intended and described in published documentation, that is: installed by qualified personnel in a fixed location using approved hardware, kept within the published environmental limits, and using recommended configurations for measurement, processing, and data transmission. Devices should run approved firmware, use genuine or approved parts and batteries, and receive routine inspection.

“Normal Use” does not include misuse, neglect, unauthorized modification or repair, improper cleaning or maintenance techniques or practices, operation outside specified electrical or environmental limits, chemical corrosion, fire, vandalism, theft, or damage from improper installation, unstable mounting, unusual vibration or impact, pests, or overgrowth.

For devices that are registered in either the NextCity or NextCentury web portals provided by Next Meters, the warranty coverage period begins at the date of installation OR twelve (12) months from the date of manufacture, whichever comes first, subject to the terms and limitations below (the “Warranty Period”). For devices that are not registered in either the NextCity or NextCentury web portals, the warranty coverage period begins on the date of shipment, subject to the terms and limitations below (the “Warranty Period”).

Products not manufactured by Next Meters, including without limitation, accessories, attachments, or batteries used in conjunction with Next Meters equipment are only warranted, if at all, by the original manufacturer. Next Meters’ warranties do not include replacement of batteries used to power Next Meters products.



# Outdoor Product Warranty

- If used and installed as described above, Next Meters warrants all outdoor products, including their structural integrity, electronics, and non-field-replaceable batteries, to be free from any material defects in materials and workmanship for a period defined in the Warranty Period table, subject to the terms below.
- If used and installed as described above, Next Meters warrants all Water Meters to register to new meter accuracy standards per the applicable AWWA standard for a twenty (20) year Warranty Period.
- Accessory Parts include but are not limited to accessory parts and components that are both manufactured and supplied by Next Meters (collectively, "Accessory Parts"). Accessory Parts include both mechanical parts such as gaskets, connectors, adaptors, and strainers, and electronics components such as data cables, leak detection cables, power supplies, and mounting hardware. Next Meters also warrants that Accessory Parts will be free from material defects in materials and workmanship for a one (1) year Warranty Period.

## Warranty Period

Product Name	Hardware Warranty Period	Battery Warranty Period
NextMeter Outdoor (NM4-0)	20 Years*	20 Years*
NextConnect (NC4)	20 Years*	20 Years*
NextLink (NL4)	7 years	Not Warranted
Accessories	1 Year	N/A

*\* During the first fifteen (15) years of the Warranty Period (i.e., until the 15th anniversary of the date of manufacture, shipment, or installation, depending on characteristics described above), Next Meters will repair or replace the defective Product or Accessory Part as described in Section 2 below. During the next five (5) years of the Warranty Period, Next Meters will sell you a replacement Product or Accessory Part at a discount of fifty percent (50%) of its then-current list price for the replacement.*

*If Customer prepays the 20 year service package in full, Next Meters will repair or replace the defective Product or Accessory part as described in Section 2 below at any point during the Warranty Period, including the final five (5) years.*

Where a Product or Accessory Part has a defect that is covered by the above warranty, Next Meters will remedy the defect according to the terms in Section 2 below.

## 2 | Warranty Exclusions; Limits of Liability

Next Meters' sole liability and Customer's exclusive remedy under this warranty is a Return Merchandise Authorization (RMA) process. This process is expressly limited to repair or replacement of the Product or Accessory Part, at Next Meters' option, and is conditioned upon Customer notifying Next Meters in writing of the defective Product or Accessory Part within the Warranty Period. Following the Customer notification and upon Next Meters' request, you agree to ship the defective Product or Accessory Part, at your expense, to the location designated by Next Meters so that Next Meters can examine it and confirm the defect. Defective Product or Accessory parts that are received prior to the Customer notification or Next Meters shipment request will not be accepted or evaluated in an RMA process.



# Outdoor Product Warranty

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For metering equipment, Next Meters reserves the right to perform accuracy testing on our certified testing benches and correct or recalibrate the meter. For all products that are determined to be defective through the RMA process, Next Meters will ship the repaired or replacement Product and Accessory Parts to you at its expense.

Replacement Products and Accessory Parts may be either new or refurbished, and may be the same or a substantially similar successor Product or Accessory Part. If Next Meters elects to replace any defective Product, it may replace such Product with the same Product or a successor Product, which may be new or refurbished. If Next Meters elects to repair any defective Product, it is free to determine the manner in which such repair is performed and it may use new or reconditioned parts.

If you have a warranty claim, please contact Next Meters' support department to get instructions for Product or Accessory Part returns and replacements. In no event shall Next Meters be liable for costs or expenses associated with the removal or installation of Products or Accessory Parts under this warranty. **You are solely responsible for removing the defective Product or Accessory Part, shipping it to Next Meters if requested, and replacing it with the new or repaired one.**

This warranty does not cover:

- damages caused by abuse, negligence, misuse, neglect, vandalism, animals, acts of God (fires, earthquakes, etc.), including without limitation excessive water pressure, freezing, failure to have a properly installed and operating water pressure regulation system, or water hammering;
- normal wear and tear;
- products not manufactured by Next Meters, including without limitation all third-party accessory parts and attachments used in conjunction with the Products. These are only warranted, if at all, by the original manufacturer;
- damages resulting from lack of or improper maintenance of the Product, including failure to periodically test the Product's performance;
- damages caused by any actions of others or events beyond Next Meters' reasonable control;
- where the Products are installed improperly or placed in a non-recommended installation application;
- where the Products are converted, modified, or handled in a manner that doesn't comply with Next Meters recommended procedures and instructions;
- damages caused by repair or maintenance work that has been attempted or done by anyone other than a licensed trained professional; or
- changes to features or capabilities due to forces beyond the control of Next Meters, such as the discontinuation of cellular networks by external service providers.

THIS LIMITED WARRANTY STATES NEXT METERS' SOLE LIABILITY AND OBLIGATION FOR ANY PRODUCT AND ACCESSORY PART PROBLEMS OR MALFUNCTIONS AND FOR ANY WARRANTY BREACHES. THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, INCLUDING ANY EXPRESS OR STATUTORY WARRANTIES. ANY IMPLIED WARRANTIES (SUCH AS IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE, WHICHEVER IS SHORTER. NO AGENT, DEALER, DISTRIBUTOR, RESELLER, SERVICE COMPANY OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER.

# Outdoor Product Warranty

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EXCEPT FOR ITS REPAIR OR REPLACEMENT OBLIGATIONS AS SET FORTH ABOVE, NEXT METERS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, PERSONAL INJURY, DEATH, DAMAGES TO PROPERTY, OR OTHER DAMAGE OR LIABILITY, WHETHER DIRECT OR INDIRECT, OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER TYPE OF CLAIM, AND EVEN IF NEXT METERS IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUE, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL. EXCEPT AS REQUIRED BY LAW, NEXT METERS' TOTAL LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE DEFECTIVE PRODUCT.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS UNDER THE LAWS OF YOUR COUNTRY, STATE, OR PROVINCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CERTAIN IMPLIED OR STATUTORY WARRANTIES OR OTHER WARRANTY TERMS AND CONDITIONS, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

## 3 | Other Terms

**Governing Law and Venue.** All disputes arising out of or relating to this Agreement or the Products shall be governed by Utah law, excluding its conflicts of law rules. The state or federal courts of Salt Lake City, Utah shall have exclusive jurisdiction over any legal claims between the parties relating to the Products or this Agreement. The parties consent to the personal jurisdiction of and venue in such courts.

**Entire Agreement; Waiver; Amendment.** This Agreement is the entire and exclusive agreement between the parties relating to its subject matter. No waiver by either party of any default or obligation shall be effective unless in writing. Any failure to exercise any right or power under this Agreement, or to insist on strict compliance, will not constitute a waiver of the right to exercise such right or power or to insist on strict compliance in the future. No modification or amendment to this Agreement shall be valid unless in a written document signed by the parties.

**Severability.** If any term of this Agreement is deemed invalid or unenforceable, that term shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

## 4 | Contact Information

If there are any questions or concerns related to these guidelines, please contact Next Meters Product Support:

- Phone: (844) 538-8203
- Email: [warranty@nextmeters.com](mailto:warranty@nextmeters.com)