

## Standard Product Warranty

### Scope of Warranty

The warranties contained in this document apply exclusively to any water meter (the “**Water Meter**”) and associated product (the “**Associated Product**”) listed within Appendix A and supplied by Elster Water Metering NV SA (“**Elster**”). The warranties given in this document in respect of the Water Meter and any Associated Product will apply when it is stored, installed, operated, used and maintained in accordance with Elster’s guidelines which include, but are not limited to, information contained in Elster’s Terms and Conditions for Sale of Products and/or Services, Specifications and Installation Instructions, User and Maintenance Manuals (the “**Guidelines**”).

To the fullest extent permitted by the applicable law, the warranties given in this document in respect of the Water Meters and the Associated Products are to the exclusion of any other warranties whether express, implied by law, statute or otherwise incorporated (expressly or by implication) in any agreement between Elster and the Purchaser (as defined below).

This warranty applies exclusively to the person (whether a natural or legal person) that purchases the Water Meter or the Associated Product directly from Elster (the “**Purchaser**”). Where the Purchaser is an Elster authorised distributor then this warranty may be extended by the authorised distributor to its own purchasers but Elster shall have no liability in relation to any additional warranty unless explicitly agreed to in writing.

### Materials and Workmanship

If stored, installed, operated, used and maintained in accordance with Elster’s Guidelines and subject to the limitations contained in this document, Elster warrants that the Water Meter and any Associated Product (with the exception of software listed within Appendix A (“**Software Products**”)) shall be free from defects in design, materials and workmanship for a period of **twelve (12) months** (the “**Warranty Period**”) after date of shipment by Elster to the Purchaser.

Elster warrants that Software Products will substantially conform with Elster’s Specification (but does not warrant Software Products to be error free or without interruptions) and are warranted for a period of **ninety (90) days** after date of shipment by Elster to its Purchaser.

### Water Meter Accuracy

If stored, installed, operated, used and maintained in accordance with Elster’s Guidelines, Elster warrants that its Water Meters and Associated Products will perform within the following in service maximum permissible errors, as set out in the relevant Water Meter and/or Associated Product Specification, for the duration of the Warranty Period:

- (a) the maximum permissible error, positive or negative, on volumes delivered at flowrates between the minimum flowrate (Q1) (included) and the transitional flowrate (Q2) (excluded) is 10% for water having any temperature; and
- (b) the maximum permissible error, positive or negative, on volumes delivered at flowrates between the transitional flowrate (Q2) (included) and the overload flowrate (Q4) (included) is 4% for water having a temperature  $\leq 30^{\circ}\text{C}$  or 6% for water having a temperature  $> 30^{\circ}\text{C}$ .

Water Meter accuracy must be ascertained by a method and facility provided or approved by Elster.

### Electronic Devices Used to Store and Communicate Data

Where the Water Meter or Associated Product is or incorporates an electronic device used to collect and communicate data by radio or a communicating wire and has been stored, installed, operated, used and maintained in accordance with Elster's Guidelines, Elster warrants that such Water Meter or Associated Product will function in accordance with the Guidelines for the Warranty Period, provided it is not subjected to electromagnetic phenomena such as, but not limited to, un-natural magnetic field, radiation, electro-magnetic pulse or any mechanical intervention leading to the degradation of the ingress protection of the Water Meter or Associated Product.

Such Water Meter or Associated Product may also offer a number of Purchaser configurable data features, that are factory programmed by Elster during production of the Water Meter or Associated Product, such as data logging, date stamp marking, leak, burst and tamper alarms. Whilst Elster will use all reasonable efforts to ensure that these features comply with the Purchaser's requirements on dispatch from the factory, their performance is not warranted. Likewise, radio transmission ranges can vary depending on various factors, including but not limited to environmental conditions and/or installation sites, and these ranges are not warranted.

### Battery Powered Products

Where the Water Meter or Associated Product incorporates a battery and has been stored, installed, operated, used and maintained in accordance with Elster's Guidelines, Elster warrants that the battery will operate in accordance with the Guidelines for the Warranty Period, provided the frequency of communication events does not exceed one (1) communication of a normal data set event per day.

If, due to a defect, in the materials and workmanship of the Water Meter or Associated Product there is premature discharge of battery power during the Warranty Period, then this failure will be covered under the specific materials and workmanship warranty specified above.

Evidence of tampering or removal of the battery at any time during the life of the Water Meter or Associated Product will invalidate this warranty.

### Limits of Warranty

The warranties set forth in this document shall not apply in case of:

(a) consumable parts, such as protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) any failure, non-conformity or defect of the Water Meter or Associated Product or component thereof caused by any particles in the water which affect their function outside the normal or standards generally accepted in the industry, aggressive water or other environmental conditions (including submersion in contaminated ground water or foreign matter in the water or environment); (d) damage caused by use with another product; (e) damage caused by accident, abuse, vandalism, deliberate tampering, theft, mishandling, misapplication, misuse, fire, earthquake or other external cause; (f) improper storage, installation and/or damage caused by operating the Water Meter or Associated Product outside Elster's Guidelines; (g) damage caused by services (including but limited to upgrades, maintenance, repairs and expansions) performed by anyone who is not a representative of Elster or authorised by Elster to undertake such work; (h) a Water Meter or Associated Product that has been modified to alter functionality or capability without the written permission of Elster; (i) defects caused by normal wear and tear or otherwise due to the normal aging of the Water Meter or Associated Product, (j) a Water Meter and/or Associated Product connected or interrogated by equipment that is not approved by Elster for use with such Water Meter or Associated Product, (k) negligent acts or omissions or malfeasance of the Purchaser or any third party; (l) damage to the Water Meter or Associated Product caused by the Purchaser or any third party or other conditions beyond the control of Elster; (m) removal or defacing of any serial number or security seals (in whole or part) from the Water Meter or Associated Product; (n) a Water Meter that has been immersed in water above 30°C; or (o) a Water Meter that has been immersed in water below 30°C to a depth in excess of 1.1 meters for a continuous period that exceeds 24 hours.

## Appendix A

### Water Meters

#### Cold Water Meters (water temperature $\leq 30^{\circ}\text{C}$ ):

V100	M110	EA	Y250Ri	H5000
V110	M120	EF	Y290	C3000
V130	M130	EH	Y290M	C3100
V150	M140	ER	S2000	C3200
V200	M160	S120	H2000	C4000
V200P	MOA	S150	H3000	C4200
V200H	MOC	S150P	H3010	R1000
V210	MOF	S160	H3200	R1200
V210P	MOH	S170	H3500	SM250
V210H	MOZ	S220	H4000	SM700
V220	M170	S220P	H4000P	SM800
V230	M200	S220SD	H4010	Q200
V300	M210	SC100	H4100	Q700
Marly 2	S100	Y250	H4200	Q4000
Marly 3	S100P	Y250M	H4300	Q4000B
M100	S110	Y250MRi	H4400	

#### Warm Water Meters (water temperature $\leq 90^{\circ}\text{C}$ ):

Marly 2	MOF	M140	S100	EH
M130	MOH	M190	S110	EF

### Associated Products

#### Automatic Meter Reading (AMR) Products:

LRP	PR7	ScanCounter	Wavesense	Wavehub
LRT	PR7M	ScanCoder	Wavetherm	Waveport
LRB	TPR6	eLog	Wavelog	Wavelook
BPG20	TPR7	Beltbox	Wavetag	MX39 MBus
TRC600	TPR11	Wavecard	Wavetalk	
PR6	SR50	Wavefront	Wavecell	
PR6M	PSR140	Waveflow	Wavegate	

#### Software Products:

ERMIII	ERMII	ECM	iNet	
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#### Boundary Box Products:

Ajusta Box

Rigid Box

Contaminated Land Box

Corrugated Guard Tube