

Positive Displacement (PD) Meters Warranty

Scope of Warranty

This warrantee applies exclusively to RG3 Meter Company C700 water meters and direct read registers purchased and used in potable water below 120° F in accordance with RG3 Meter Company's published Technical Specifications and when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either RG3 Meter Company or an RG3 Meter Company authorized Distributor.

Materials and Workmanship

If used and installed as described above, RG3 Meter Company 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 RG3 Meter Company or its authorized Distributor, whichever occurs first.

Case Integrity

If used and installed as described above, RG3 Meter Company guarantees that the waterworks or low lead bronze main cases of C700 meters will retain their structural integrity for a period of 25 years from date of RG3 Meter Company's shipment.

Register Functionality

If used and installed as described above, RG3 Meter Company guarantees that its direct read registers will function for 25 years from date of manufacture by RG3 Meter Company. Encoder and Pulse register warranties are specified separately.

New Meter Accuracy

If used and installed as described above, RG3 Meter Company guarantees that C700 meters covered by this guarantee will meet or exceed AWWA new meter accuracy standards, per AWWA specification C700, until the first occurring event as specified below:

5/8" 5 years from date of RG3 Meter Company shipment or registered usage of 750,000 U.S. gallons;

¾" 5 years from date of RG3 Meter Company shipment or registered usage of 750,000 U.S. gallons;

1" 5 years from date of RG3 Meter Company shipment or registered usage of 1,100,000 U.S. gallons;

1 ½" 5 years from date of RG3 Meter Company shipment or registered usage of 1,600,000 U.S. gallons;

2" 5 years from date of RG3 Meter Company shipment or registered usage of 2,100,000 U.S. gallons.

Repaired Meter Accuracy

If used and installed as described above, RG3 Meter Company further guarantees that C700 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 RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;

¾" 15 years from date of RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;

1" 15 years from date of RG3 Meter Company shipment or registered usage of 3,250,000 U.S. gallons;

1 ½" 15 years from date of RG3 Meter Company shipment or registered usage of 5,600,000 U.S. gallons;

2" 15 years from date of RG3 Meter Company shipment or registered usage of 10,400,000 U.S. gallons.

Extended Low Flow Accuracy

If used and installed as described above, RG3 Meter Company further guarantees that C700 meters covered by this guarantee will meet or exceed low flow accuracy, as specified in AWWA Specification C700, until the first occurring event as specified below:

5/8" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallon;

¾" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallons;

1" 5 years from date of RG3 Meter Company shipment or registered usage of 1,100,000 U.S. gallons;

1 ½" 5 years from date of RG3 Meter Company shipment or registered usage of 1,440,000 U.S. gallons;

2" 5 years from date of RG3 Meter Company shipment or registered usage of 1,890,000 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 RG3 Meter Company, 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 RG3 Meter Company, 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 RG3 Meter Company's installation instructions, misapplication or other use not as described above, acts of God or other conditions beyond the control of RG3 Meter Company. 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 RG3 Meter Company. 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 RG3 Meter Company 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.

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 RG3 METER COMPANY'S AND ITS DISTRIBUTORS' 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 RG3 METER COMPANY AND/OR ITS DISTRIBUTORS 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.