



**Aqua-Metric Sales Company**  
16914 Alamo Parkway, Building 2  
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**Primary Contact**

Gary Ragusa  
Southeast Territory Manager  
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**Proposal Response Contact**

Kristy Segarra  
Manager, Bids and Proposals  
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**Sensus Contact**

Jon Tyson  
Account Development Manager  
Phone: (919) 428-4649  
Email: jon.tyson@xylem.com



**Bid Number: 50-000131413**

**Purchase of Water Meters for the  
Jefferson Parish Westbank Warehouse**

Due: Monday, June 29, 2020 at 11:00 AM

Jefferson Parish  
Purchasing Department  
200 Derbigny Street  
General Governmental Building, Suite 4400  
Gretna, LA 70053



June 29, 2020

Rae Lynn Hartman  
Jefferson Parish, Purchasing Department  
200 Derbingy Street  
General Government Building, Suite 4400  
Gretna, LA 70053

RE: Bid No.: 50-0131413, Purchase of Water Meters for the Jefferson parish Westbank Warehouse

Dear Ms. Hartman,

Thirkettle Corporation dba Aqua-Metric Sales Company is pleased to propose our water meter solution to Jefferson Parish for Bid Number 50-00131413, Purchase of Water Meters for the Jefferson Parish Westbank Warehouse due June 29, 2020 at 11:00am.

The enclosed proposal provides Sensus' revolutionary SRII residential metrology capable of both manual readings and integrating into Jefferson Parish's current and future electronic reading system of choice. Data sheets for the alternate meter are included as a part of our response.

We understand additional options are being evaluated by Jefferson Parish, but rest assured, when a Utility chooses partnership with Aqua-Metric and Sensus they are receiving proven technology with best-in-class service that does not have an expiration date. We will not disappoint you, and your decision to partner with us will not be regretted. We appreciate the opportunity and thank you in advance for your time and thoughtful consideration.

Sincerely,

Kristy Segarra  
Manager, Bids & Proposals  
Aqua-Metric Sales Company  
Phone: (210) 967-6300  
Email: kristy.segarra@aqua-metric.com

DATE: 6/19/2020

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00131413

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: RSCOTT

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Approx. 7 Weeks Plus Shipping

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

Not Applicable

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

Not Applicable

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: None

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 62904; Exp: 03/01/2021

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME:

Thirkettle Corporation dba Aqua-Metric Sales Company

SIGNATURE:

(Must be signed here)



TITLE:

Manager, Bids and Proposals

PRINT OR TYPE NAME:

Kristy Segarra

ADDRESS:

16914 Alamo Parkway, Building 2

CITY, STATE:

Selma, Texas

ZIP:

78154

TELEPHONE:

(210) 967-6300

FAX:

(210) 967-6305

EMAIL ADDRESS:

kristy.segarra@aqua-metric.com

TOTAL PRICE OF ALL BID ITEMS: \$ 26,100.00

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00131413

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	300.00	EA	<p>Purchase of water meters for the Jefferson Parish Westbank Warehouse</p> <p>0010 - METER,WATER,5/8 IN X 3/4 IN, NO LEAD BRONZE HOUSING,SHROUD AND LID, POSITIVE DISPLACEMENT,25 GPM,S/S DISC SPINDLES,CERAMIC MAGNET, WITH ITRON CONNECTOR,BADGER RCDLM25, SK# 00-0382190</p> <p>MARK MCDONALD 504-349-5155 SHIP CODE: 6404 CONTRACT IS CURRENTLY TAP OUT 1500 RIVER PARK BLVD BRIDGE CITY, LA 70094</p>	\$87.00	\$26,100.00

**CORPORATE RESOLUTION ON AUTHORIZED REPRESENTATIVE  
OF  
THIRKETTLE CORPORATION**

We hereby certify that it was RESOLVED by a quorum of the directors of the Thirkettle Corporation, meeting this Tuesday, January 2, 2018, that Clint Arnold, Michael Cartwright, Chris Newville, Kristy Segarra, Jeremy Lancon, and Michael Wood be, and hereby are authorized to act on behalf of Thirkettle Corporation and its subsidiaries Aqua Metric Sales Company and Utiliuse as its representative in all business transactions conducted in the State of Louisiana, and:

That all above resolution was unanimously ratified by the Board of Directors at said meeting and the resolution has not been rescinded or amended and is now in full forces and effect and;

In authentication of the adoption of this resolution, we subscribe our names and affix the seal of the corporation this Tuesday, January 2, 2018.



A handwritten signature in black ink, appearing to read "Tommy Thirkettle", written over a horizontal line.

Tommy Thirkettle  
President/CEO

A handwritten signature in black ink, appearing to read "Lea Thirkettle", written over a horizontal line.

Lea Thirkettle  
Vice President/Secretary



# SR II® Low Lead Meter

## Positive Displacement Water Meter with Sensus® Electronic Register+™

The Sensus SR II® is for measurement of cold water flow usage in residential services.

### FEATURES

- 5/8" (DN 15mm), 3/4" (DN 20mm), and 1" (DN 25mm) Sizes
- Sensus® Electronic Register+™ advanced electronic register
- Hydrodynamically cushioned design
- Compatible with current Sensus AMI/AMR systems

### BENEFITS

- Enable more cost-effective, accurate meter readings
- Deliver a wide range of flows
- Provide lasting measurement accuracy for years of dependable service
- Integrate seamlessly with the FlexNet SmartPoint® module
- Tamper resistant
- Improve customer service
- Environmental and public health conscience

### Operation

Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydrodynamically balanced piston oscillates around a central hub, guided by the division plate. A drive magnet transmits the motion of the piston to a driven magnet located within the register. The driven magnet is connected to the register gear train. It calculates the rotations into volume totalization units displayed on the register LCD.

### Construction

SR II meters consist of three basic components: maincase, measuring chamber and sealed register. Maincases are made of Bismuth BiAlloy CDA89836 or EnviroBrass™ II C89520 with externally-threaded spuds. Registers are housed in a bonnet of synthetic polymer. Measuring chambers are of Rocksyn®, a corrosion-resistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Maincase bottom plates are available in Bismuth BiAlloy, EnviroBrass II or, if frost protection is desired, in cast iron or synthetic polymer.

### Magnetic Drive

The SR II features a hydrodynamically cushioned design that eliminates premature wear of components. The meter utilizes a patented positive reliable drive coupling. The high strength magnets eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

### Sensus Electronic Register+

The Sensus® Electronic Register+™ is an advanced electronic register with 120 days of hourly data logging with 30-day data pull intervals available. This information helps utilities make better informed decisions.



## Smart Alarms

Electronic Register+ has several available smart alarms. Get alerts and address these issues before they become more costly:

- **Tampering**  
Detect register removal and magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- **Low battery**  
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter is running low.
- **Customer Leak**  
Detect continual consumption of water over a period of time to indicate downstream leaks. This can reduce water loss and leak adjustment costs.
- **Reverse flow**  
Keep untreated water from re-entering your distribution system or deter tampering attempts when reverse flow is detected.
- **High Flow**  
Detect broken pipes, high usage and reduce property damage through an alert triggered when excessive flow rates are recorded.

## Conformance to Standards

SR II meters meet the requirements of NSF Standard 61, Annex F and G and comply with ANSI/AWWA Standard C700-latest revision. Each meter is tested to ensure compliance with AWWA standards.

## Maintenance

SR II meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design allows interchangeability of parts of like-size meters, reduced parts inventory requirements and ease of maintenance. The register can be removed without relieving the water pressure or removing the maincase from the installation.

## Connections

Tailpieces/unions for installing the meters on a variety of pipe types and sizes are available.

## AMR/AMI Systems

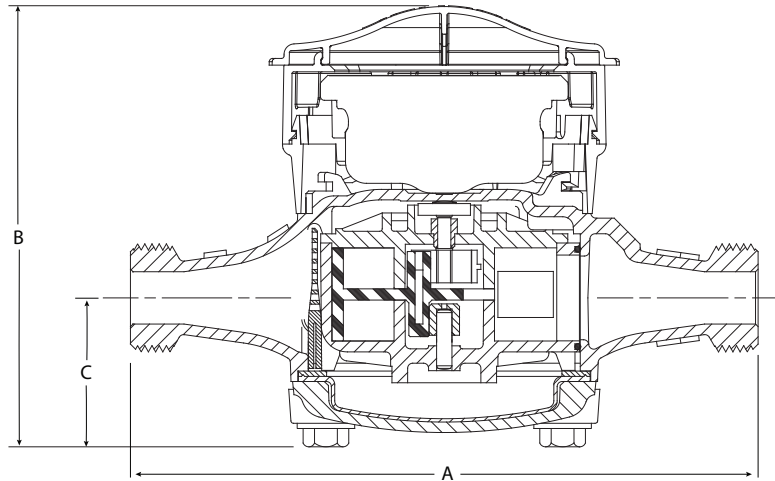
Meters and encoders are compatible with current Sensus AMR/AMI systems.

## Guarantee

Sensus SR II water meters are backed by "the Sensus Guarantee." Ask your Sensus representative for details or see Bulletin G-500.







### Dimensions and Net Weights

Meter Size	A	B	C	Width	Net Weight
5/8" (DN 15mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.3 lb. (1.97 kg)
5/8" x 3/4" (DN 15mm x 33mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.4 lb. (2.0 kg)
3/4" (DN 20mm)	9" (229 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.4 lb. (2.90 kg)
3/4" Short (DN 20mm)	7-1/2" (190 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.2 lb. (2.81 kg)
1" (DN 25mm)	10-3/4" (273 mm)	7-1/8" (181 mm)	2-3/4" (70 mm)	6-1/2" (165 mm)	11.9 lb. (5.4 kg)

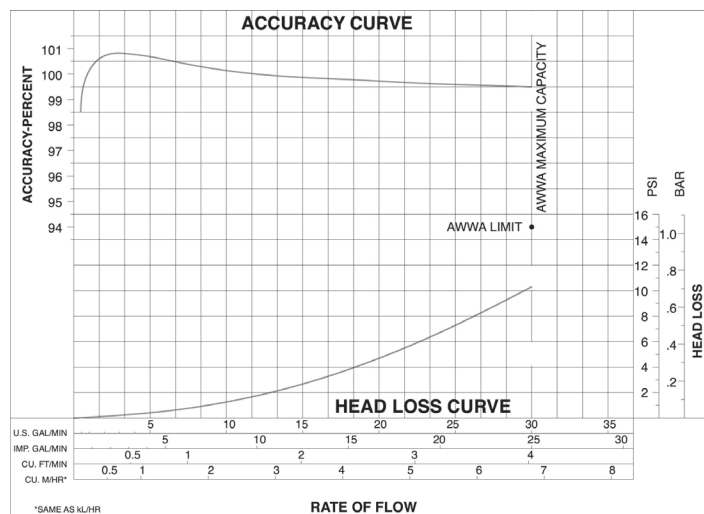
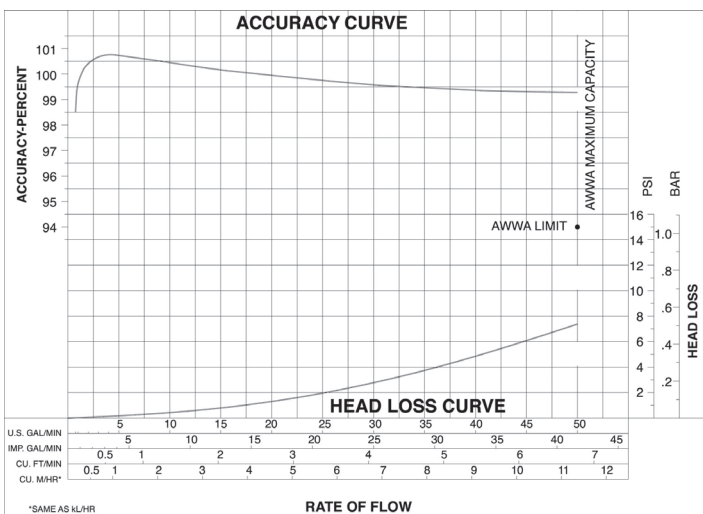
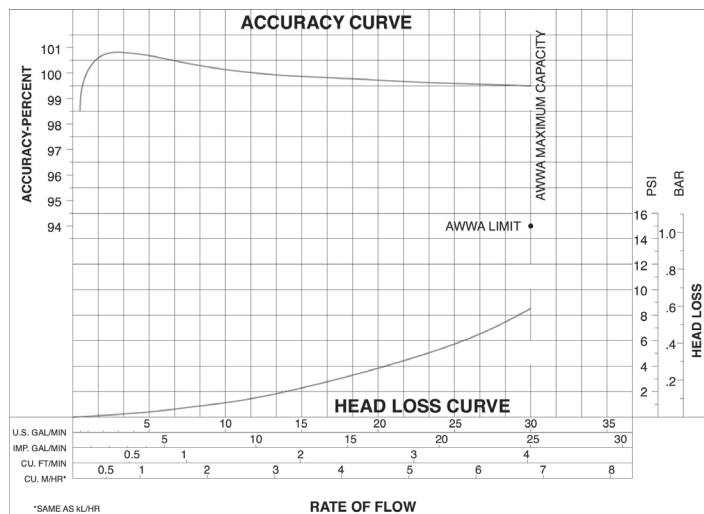
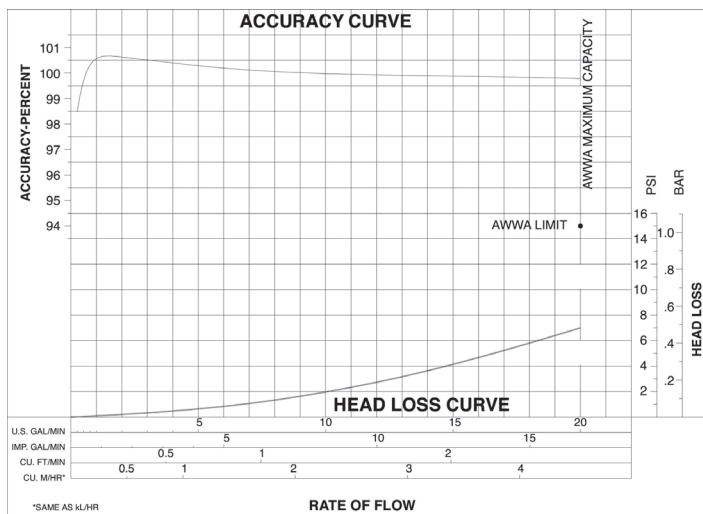
### Specifications

Service	Measurement of potable and reclaim water. Water temperature range of 33 °F (0.55 °C) to 80 °F (26.7 °C)		
Normal operating flow range (±1.5%)	5/8" (DN 15mm) size: 1 to 20 gpm (0.25 to 4.5 m³/hr)	3/4" (DN 20mm) size: 2 to 30 gpm (0.45 to 7.0 m³/hr)	1" (DN 25mm) size: 3 to 50 gpm (0.07 to 11.0 m³/hr)
Low flow registration (±3%)	5/8" (DN 15mm) size: 1/4 gpm (0.06 m³/hr)	3/4" (DN 20mm) size: 1/2 gpm (0.10 m³/hr)	1" (DN 25mm) size: 3/4 gpm (0.15 m³/hr)
Maximum pressure loss	5/8" (DN 15mm) size: 7.0 psi at 20 gpm (0.5 bar at 4.5 m³/h)	3/4" (DN 20mm) size: 9.0 psi at 30 gpm (0.6 bar at 7.0 m³/h)	1" (DN 25mm) size: 7.3 psi at 50 gpm (0.5 bar at 11.0 m³/h)
Maximum operating pressure	150 psi (10.0 bar)		
Measurement element	Oscillating piston		
Register	Straight reading, hermetically sealed, magnetic drive. Remote reading unit optional.		
Capacity	10,000,000 gallons, 1,000,000 cubic feet or 100,000 m³ capacity. 8 odometer wheels.		
Meter Registration	Electronic: 0.1 gallons/imperial gallons, 0.01 cubic foot, or 0.001 m³ Standard: 10 gallons, 1 cubic foot, or 0.01 m³/ or 0.1 m³/ sweep hand revolution.		
Meter Connections	5/8" (DN 15mm) size: 3/4" (26.44mm) threads 3/4" (DN 20mm) size: 1" (33.25mm) threads (All threads are straight pipe, external type, conforming to ANSI B1.20.1 or ISO R228, if specified.) 5/8" x 3/4" (DN 15mm x 33mm) size: 1" (33.25mm) threads 1" (DN 25mm ) size: 1-1/4" (41.9mm) threads		
Materials	Maincase - Bismuth BiAlloy CDA 89836 or EnviroBrass II C89520 Register Box - Synthetic polymer	Measuring chamber - Rocksyn® Bottom plate - Bismuth BiAlloy CDA89836	Magnets - Ceramic Casing bolts - Stainless steel Strainer - Synthetic polymer





## Performance Curves



# Sensus Limited Warranty

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

**2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](http://sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

**3. ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com](http://sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com](http://sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI™ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

**7. Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](http://sensus.com/TC).

**10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years <sup>1</sup>
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years <sup>2</sup>
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years <sup>3</sup>

<sup>1</sup> Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

<sup>2</sup> Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years <sup>4</sup>
Sensus® Smart Gateway Sensor Interface	1 year <sup>5</sup>
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years <sup>3</sup>

**11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>6</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>7</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>6</sup>

<sup>3</sup> Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

<sup>4</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

<sup>5</sup> Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

<sup>6</sup> If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

<sup>7</sup> Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

**12. iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

**13. Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

**14. Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

**15. Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**16. Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**17. Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.