

# Warranty

## NextCentury Series NM4-I Water Meter Warranty

### 1| Scope of Warranty

This warranty applies exclusively to the NM4-I ultrasonic water meters sold by NextCentury when used for potable water and installed and utilized in accordance with AWWA recommended service conditions and NextCentury installation instructions. Coverage in both terms of time and registered usage is from the date of manufacture.

- If used and installed as described above, NextCentury warrants all water meters to be free from defects in materials and workmanship for five (5) years.
- If used and installed as described above, NextCentury warrants all water meters to register to new meter accuracy standards per AWWA C715 for a period of five (5) years or registered usage of 200,000 U.S. gallons, whichever occurs first.
- Products not manufactured by NextCentury, including without limitation, accessories, attachments, or batteries used in conjunction with NextCentury equipment are only warranted, if at all, by the original manufacturer. NextCentury's warranties do not include replacement of batteries used to power NextCentury products.

### 2| Limits of Liability

This warranty only applies to water meters produced by NextCentury, and does not cover any products which have been damaged by abuse, negligence, vandalism, acts of God, excessive operating conditions, normal wear and tear, unauthorized attachments or modifications, or other actions or events beyond NextCentury's reasonable control. This warranty will be nullified and void if products are placed in a non-recommended installation application/fashion or are converted, altered or treated by other than NextCentury recommended procedures and instructions, or are read by equipment not approved by NextCentury.

NextCentury's sole liability and customer's exclusive remedy under this warranty is expressly limited to repair or replacement of the product at NextCentury's option and conditioned upon

the customer returning the product(s) to the location designated by NextCentury within the guarantee periods or limits stated herein and prepaying the freight costs both to and from such location. In no event shall NextCentury be liable for costs or expenses associated with the removal or installation of products under this warranty.

NEXTCENTURY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, 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 WARRANTIES, OR OTHERWISE, AND EVEN IF 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. NEXTCENTURY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE DEFECTIVE PRODUCT. IN ADDITION, DAMAGES RESULTING FROM NEGLIGENCE ON THE PART OF THE PURCHASER OR OTHER THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THE CARE AND MAINTENANCE OF NEXTCENTURY PRODUCTS, OR DAMAGES RESULTING FROM NEGLIGENCE REGARDING PERIODIC TESTING OF THE PRODUCT'S PERFORMANCE, ARE NOT COVERED UNDER THIS GUARANTEE.

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH NEXTCENTURY HEREBY EXPRESSLY DISCLAIMS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### 3| Contact Information

If there are any questions or concerns related to these guidelines, please contact NextCentury Submetering Systems Product Support:

- Phone: (844) 538.8203 opt. 2
- Email: [support@nextcenturymeters.com](mailto:support@nextcenturymeters.com)