

Large Positive Displacement Cold Water Meter Warranty (PD)

1 1/2", 2"



Scope of Warranty

This warranty applies exclusively to RG3 Meter Company C700 water meters and direct read registers ("product") purchased and manufactured after August 1, 2012 and (1) used in potable water below 120° F in accordance with RG3 Meter Company's published Technical Specifications and (2) 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 RG3 Meter Company or an 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, whichever occurs first.

Case Integrity

If used and installed as described above, RG3 Meter Company guarantees that the 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. AMR/AMI, encoder, and pulse register warranties are specified separately.

New Meter Accuracy

If used and installed as described above, RG3 Meter Company guarantees new C700 Positive Displacement meters covered by this warranty will meet or exceed the latest AWWA C700 New Meter Accuracy Standards until the first occurring event as specified below:

- 1 1/2" 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 repaired C700 meters covered by this guarantee will meet or exceed the latest AWWA C700 repaired meter accuracy standards until the first occurring event as specified below:

- 1 1/2" 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.



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Claims

Any product 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, according to the pro-rated schedule provided above. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

Limits of Liability

This warranty does not apply to product damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, physical damage, 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 product 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 product 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 product. 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, inconsistent with the terms of this warranty, are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

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 AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY PRODUCT 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 AUTHORIZED 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.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

To the extent allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than one year after a party knew or should have known a Cause of Action first arose.

