



## LIMITED WARRANTY

1. **Limited Warranty.** Mueller Systems, LLC ("Mueller") warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller ("Product") will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software ("Warranty"). Products will have a Warranty period of the greater of (i) one (1) year from date of shipment or (ii) the applicable Warranty period for a specific Product stated below in Section 6 ("Warranty Period"). This Warranty does not apply to products that have defects or failures resulting from incidents such as but not limited to: (a) Buyer's design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, damage resulting from foreign matter or debris, frost heave, or excessive exposure of water treatment chemicals; (d) the products not being installed or maintained as required by Seller's instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute (as long as the Product is conformance with the requirements of the specifications and do not exceed the prices quoted) a Product that is in breach of the foregoing warranty during the Warranty Period if purchaser reports the breach to Mueller within sixty (60) days after purchaser discovers the breach. At Mueller's request, purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at purchaser's expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to purchaser at Mueller's expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller's sole discretion provide a cash or credit refund to purchaser. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Mueller's warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller's entire liability, and the purchaser's exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alternation, installation or application inconsistent with AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller's operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller or its authorized personnel, (b) with respect to software, there has been a change to the software's operating environment not made or authorized by Mueller or if purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Mueller's Product Return process can be found at [www.muellersystemsreturns.com](http://www.muellersystemsreturns.com). Actual Product life may vary depending on various factors, including but not limited to, unit settings, installation, environmental conditions, and usage.

4. **Important Disclaimers.** MUELLER DOES NOT WARRANT THE COMMUNICATION NETWORK THAT SUPPORTS MUELLER CELLULAR PRODUCTS IN THE CUSTOMER'S SERVICE AREA ("NETWORK"). IF THE NETWORK IS DISCONTINUED OR NO LONGER SUPPORTED BY THE NETWORK PROVIDER DURING THE WARRANTY PERIOD, THEREBY RENDERING ANY ENDPOINT OR OTHER EQUIPMENT UNABLE TO SUCCESSFULLY TRANSMIT METER READING DATA ("OBSOLETE PRODUCT"), MUELLER HEREBY DISCLAIMS ANY WARRANTY COVERAGE FOR SUCH OBSOLETE PRODUCT TO THE EXTENT THE PRODUCT HAS CEASED TO FUNCTION DUE TO THE DISCONTINUATION OF THE NETWORK, AND MUELLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR COSTS ASSOCIATED WITH THE REPAIR, REPLACEMENT, OR UPGRADE OF THEMUELLER EQUIPMENT TO FUNCTION WITH ANOTHER NETWORK.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

Products manufactured by a third party ("Third-Party Product") may be provided separately, attached to, or packaged together with the

Products. Third-Party Products are not covered by the Warranty. To the extent a Third-Party Product includes a manufacturer warranty, Seller shall pass through such warranty to Buyer. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY, AND SELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5. **Limitation on Liability.** Mueller is not liable for any indirect, special, incidental, liquidated, consequential or punitive damages or penalties of any nature, whether based on contract, tort or other legal theory including but not limited to, business interruption costs, loss of profit or revenue, loss of data, loss of use of services, cost of capital, cost of substitute services or facilities, downtime costs or damages and expenses arising out of purchaser or third-party claims, even if Mueller has been advised of the possibility of such damages. Mueller has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from improper installation, use, maintenance or operation of any Products. In all cases, Mueller’s total liability, including that of its affiliates, officers, employees, agents, subcontractors, suppliers and representatives shall not exceed the total amount paid by purchaser to Mueller under this Order (as defined by Mueller Systems Terms of Sale).

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Products		
Product	Description	Warranty Period
AMR / AMI Software	These items of Software will perform in accordance with Mueller’s published specifications for the duration of the Warranty Period.	One (1) year from date of shipment to purchaser.
AMR / AMI Hardware – unless otherwise expressly specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to purchaser.
AMR / AMI Modules – AMI water module endpoints and AMR water module endpoints	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Encoder Register Products, Wall Pads and Pit Pads.	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.

<b>Water Metering Products</b>		
<b>Product</b>	<b>Description</b>	<b>Warranty Period</b>
All Meter Products not otherwise specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to purchaser.
Remote Disconnect Meters (RDM) valve and solenoid assembly	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Five (5) year warranty or two-thousand (2,000) actuations of the valve, whichever comes first, from the date of shipment to purchaser.
Bronze Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Twenty-Five (25) years from date of shipment to purchaser.
Composite Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Fifteen (15) years from date of shipment to purchaser.
Standard registers for the above listed mechanical meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to purchaser.
Models 400 and 500 Series Meters	AWWA <sup>1</sup> New Meter Accuracy	5/8" – Five (5) years from the date of shipment to purchaser or the registration of 500,000 U.S. gallons, whichever comes first; 3/4" – Five (5) years from the date of shipment to purchaser or the registration of 750,000 U.S. gallons, whichever comes first; 1" – Five (5) years from the date of shipment to purchaser or the registration of 1,000,000 U.S. gallons, whichever comes first; 1-1/2" – Two (2) years from the date of shipment to purchaser or the registration of 1,600,000 U.S. gallons, whichever comes first; 2" – Two (2) years from the date of shipment to purchaser or the registration of 2,700,000 U.S. gallons, whichever comes first.
	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	5/8" – Fifteen (15) years from the date of shipment to purchaser or the registration of 1,500,000 U.S. gallons, whichever comes first; 3/4" – Fifteen (15) years from the date of shipment to purchaser or the registration of 2,250,000 U.S. gallons, whichever comes first; 1" – Fifteen (15) years from the date of shipment to purchaser or the registration of 3,000,000 U.S. gallons, whichever comes first; 1-1/2" – Ten (10) years from the date of shipment to purchaser or the registration of 5,000,000 U.S. gallons, whichever comes first; 2" – Ten (10) years from the date of shipment to purchaser or the registration of 8,000,000 U.S. gallons, whichever comes first.

<sup>1</sup> American Water Works Association ("AWWA")

Water Metering Products												
Product	Description	Warranty Period										
Model HbMAG electromagnetic cold water meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to purchaser.										
Solid State Meters	<p>During the Warranty Period (ten (10) years from date of shipment to purchaser) these Products will meet or exceed accuracy of +/- 1.5% between the specified minimum flow rate to the specified maximum. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units for the following sizes:</p> <table border="0"> <tr> <td>5/8" Meter</td> <td>0.1 gpm to 20 gpm</td> </tr> <tr> <td>5/8" x 3/4", 3/4" Short, and 3/4" Long Meter</td> <td>0.1 to 30 gpm</td> </tr> <tr> <td>1" Meter</td> <td>0.4 to 55 gpm</td> </tr> <tr> <td>1 1/2" Meter</td> <td>0.25 to 100 gpm</td> </tr> <tr> <td>2" Meter</td> <td>1.5 to 160 gpm</td> </tr> </table>	5/8" Meter	0.1 gpm to 20 gpm	5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm	1" Meter	0.4 to 55 gpm	1 1/2" Meter	0.25 to 100 gpm	2" Meter	1.5 to 160 gpm	
5/8" Meter	0.1 gpm to 20 gpm											
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1" Meter	0.4 to 55 gpm											
1 1/2" Meter	0.25 to 100 gpm											
2" Meter	1.5 to 160 gpm											

Water Pressure Monitoring and Control Products		
Product	Description	Warranty Period
Advanced Pilot Valve	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to purchaser.
Controller	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Three (3) years from date of shipment to purchaser.
Data Loggers	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Three (3) years from date of shipment to purchaser.

For more information about Mueller or to view our full line of water products, please visit [muellersystems.com](http://muellersystems.com) or call Mueller customer service at 1.800.423.1323.

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