

## LIMITED WARRANTY

- Limited Warranty. i20 Water Ltd ("i20") warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from i20 ("Product") will be free from defects in materials and workmanship under normal use, installation and service conditions and (b) any such software furnished by i20 ("Software") will substantially conform to the applicable published i20 functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year beginning thirty (30) days from date of shipment or (ii) the applicable warranty period for a specific Product stated below in Section 7 ("Warranty Period"). This Warranty does not apply to products that have defects or failures resulting from (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, presence of foreign matter, or frost heave; (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. For emphasis, this Limited Warranty is contingent adherence to proper installation procedures available at https://support.i2owater.com/hc/engb/categories/204616467-Contractual-Information.
- 2. <u>Warranty Claims</u>. Any warranty claim begins with Buyer's request for a diagnostic operation to be performed on loggers or other pressure devices by contacting <u>i2Osupport@muellerwp.com</u>. Please include "WARRANTY DIAGNOSTIC REQUEST" in the subject line. i2O Customer Service will generate a support ticket for any issues highlighted, if any. If the Product fails certain criteria, the support ticket will be converted to a return merchandise authorization ("RMA") number, after which Buyer will be emailed the RMA number with shipping instructions.
- 3. Exclusive Remedy. i20 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 i20 within sixty (60) days after purchaser discovers the breach. At i20's request, purchaser will ship the allegedly defective Product to a repair facility designated by i20 at purchaser's expense and risk. If i20, in its sole discretion, determines that the Product breached the applicable warranty, i20 will ship the repaired or replaced Product to purchaser at i20's expense and risk. If i20 repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the remainder of the original Warranty Period. i20's warranty is subject to exclusions, as set forth in Section 3. If no fault is found, an investigation and handling fee may be charged. This Section 2 sets forth 120's entire liability, and the purchaser's exclusive remedy, for any alleged breach of warranty for any Products.
- 4. Exclusions. i20 has no obligation under this Limited Warranty if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alternation, installation or application inconsistent i20 specifications, including but not limited to i20 propagation studies, failure to follow i20's operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than i20 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 i20 or if purchaser fails to install any correction or enhancement provided by i20, or if a virus is introduced through no fault of i20, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Actual Product life may vary depending on various factors, including but not limited to, unit settings, installation, environmental conditions, and usage.
- 5. Important Disclaimers. 120 DOES NOT WARRANT THE COMMUNICATION NETWORK THAT SUPPORTS 120 CELLULAR PRODUCTS IN THE BUYER'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 SUCCESSFFULLY TRANSMIT METER READING DATA ("OBSOLETE PRODUCT"), 120 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 120 SHALL NOT BE LIABLE TO THE BUYER FOR COSTS ASSOCIATED WITH THE REPAIR, REPLACEMENT, OR UPGRADE OF THE 120 EQUIPMENT TO FUNCTION WITH ANOTHER NETWORK.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, I20 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.

6. <u>Limitation on Liability</u>. i20 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 i20 has been advised of the possibility of such damages. i20 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, i20'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 i20 under the applicable Order (as defined by i20 Terms of Sale).

7. <u>Product Warranties.</u> The following provisions in this Section 7 modify the limited warranty in Section 1 with respect to the specific Products identified below:

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.