



**Badger Meter**

**ORION® Water Products**

with BEACON AMA®

**PRODUCTS**

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware, and software for a BEACON® AMA system, sold on or after May 18, 2017.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), Migratable (ME), Classic (CE) and Classic with Data Profiling (CE). Endpoint Assemblies are Water Endpoints factory-connected to Badger Meter HR-E® LCD, HR-E®, ADE®, RTR® encoders.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

**MATERIAL AND WORKMANSHIP**

Badger Meter warrants all ORION series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints <sup>1,2</sup>	20 years and 6 months after shipment
ORION Endpoint Assemblies <sup>1</sup>	20 years and 6 months after shipment
Panasonic® Toughpad® Tablet	3 years after shipment
Panasonic Toughbook® Laptop for BEACON AMA Mobile Solution	3 years after shipment
Trimble® Ranger Handheld <sup>3</sup> and Charging Cradle	3 years after shipment
ORION Mobile Migratable (ME) Transceiver Kit <sup>3</sup> or Classic (CE) Receiver Kit <sup>3</sup>	3 years after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

<sup>1</sup> Water Endpoints, Endpoint Assemblies and Endpoint batteries— collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

<sup>2</sup> ORION Water Endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter Warranty for meter, electronics and battery coverage.

<sup>3</sup> Batteries, cables and accessories warranty is limited to 12 months from the date of shipment.

**PRODUCT RETURNS**

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

**LIMITS OF LIABILITY**

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

**Exclusion of Consequential Damages and Disclaimer of Other Liability**

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## Making Water Visible®

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