



**Badger Meter**

# Engineered Polymer Model 40 Disc Meters

## PRODUCTS COVERED

This warranty shall apply to all Recordall® Engineered Polymer Model 40 Disc Meters when used to measure potable water, including the registers and encoders used with these meters (collectively "Product") sold on or after November 1, 2012. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. 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.

## MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

### Engineered Polymer Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

### Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	<b>AWWA New Meter Accuracy</b>	<b>AWWA Repaired Meter Accuracy (AWWA M6 Manual)</b>	<b>Badger Meter Extended Low Flow Meter Accuracy</b>
<b>Recordall Meter Model, Size</b>	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C710 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
<b>Model 40, 1"</b>	Three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 50 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/8 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

## PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) 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 defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter 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 original product and reinstalling the repaired or replacement Product.

## LIMITS OF LIABILITY

This warranty shall not apply to 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 AWWA Standard C710 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), 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 Product 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 Badger Meter 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 Badger Meter 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. The liability of Badger Meter 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.**

Recordall is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2012 Badger Meter, Inc. All rights reserved.

[www.badgermeter.com](http://www.badgermeter.com)

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**The Americas | Badger Meter** | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400

**México | Badger Meter de las Americas, S.A. de C.V.** | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882

**Europe, Middle East and Africa | Badger Meter Europa GmbH** | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0

**Czech Republic | Badger Meter Czech Republic s.r.o.** | Maříkova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411

**Slovakia | Badger Meter Slovakia s.r.o.** | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01

**Asia Pacific | Badger Meter** | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836

**China | Badger Meter** | Rm 501, N° 11 Longyue Apartment | N° 180 Longjin Rd, Jiuting Songjiang District | Shanghai, China | 201615 | +86-21-5763 5412