



Tomahawk Encoder Warranty

Scope of Warranty

This warranty applies exclusively to RG3 Meter Company Tomahawk Encoder Registers (“product”) purchased and manufactured after January 1, 2014 and (1) used 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 either RG3 Meter Company or an RG3 Meter Company 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 years after shipment by RG3 Meter Company or its authorized Distributor, and at a prorated percentage of the current list prices in effect for the year product is accepted by RG3, according to the schedule below:

Year of Replacement Cost

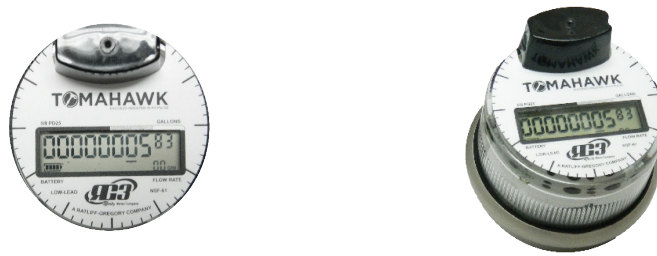
Years	Replacement Cost
1-12	Full Replacement
13-14	40%
15-16	45%
17-18	50%
19	55%
20	60%
21	65%
22	70%
23	75%
24	80%
25	90%

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 register 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.



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Limits of Liability

This warranty does not apply to product damaged by 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. 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 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 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. PRORATION PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY RG3 METER COMPANY UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, RG3 METER COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY RG3 METER COMPANY OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE. RG3 METER COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. RG3 METER COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (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 RG3 METER COMPANY, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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.

As 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.

