

# RG3 AMR-AMI Limited Warranty



## Scope of Warranty

This Limited Warranty comprises a General Warranty, RF End Point Warranty, Encoder or Pulse Register Warranty, and AMR-AMI Collector Warranty (described below and referred to collectively as “Warranties”) and applies exclusively to all applicable RG3 Meter Company (hereafter “RG3”) products, (hereafter collectively “Product(s)” listed in IV below) and shipped from RG3 after January 1, 2019 to the entity (hereafter “Purchaser”) who purchases Product(s) directly from RG3. Where the Purchaser is an RG3 authorized Distributor, the Warranties may be extended by the authorized Distributor to its own purchasers who may not extend the warranty further and RG3 will not be liable for any additional warranty provision(s) beyond the provisions contained in this document unless agreed to in writing.

## Materials and Workmanship Warranty

**General Warranty:** As limited by the Warranty Limitations defined below, RG3 warrants Product(s) to be free from defects in materials and workmanship for a period of one (1) year after installation or 1.5 years after the date of shipment by RG3 (whichever occurs first).

**RF End Point Warranty:** RF End Point(s) covered by the RF End Point Warranty as limited by the Warranty Limitations defined below, shall be free from defects in materials and workmanship as proven through an evaluation by RG3 or an RG3 agent, will be repaired or replaced<sup>1</sup> at a prorated percentage measured from the date of shipment by RG3 and applied towards the published list prices in effect for the year the RF End Point is accepted by RG3 under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1-10	0% (free)	21	65%
10-14	40%	22	70%
14-16	45%	23	75%
16-18	50%	24	80%
18-19	55%	25	90%
19-20	60%	>25	100%

<sup>1</sup>Either the battery alone or RF End Point(s) comprising the battery will be repaired or replaced at RG3’s option – [Example: Battery Alone: Assume Full Replacement Cost is \$5; Battery failure at 14 years exactly; You Pay:  $.4 \times \$5 = \$2$ ]; or Complete Product Replacement: Assume Full Replacement Cost is \$50; You Pay:  $.4 \times \$50 = \$20$ ].

For any RF End Point(s) with data logging/consumption audit capabilities (“Logging”) covered by the RF End Point Warranty described above, the RF End Point Warranty is only valid for 50 Logging events for the lifetime of the battery. On the 51st Logging event, the RF End Point Warranty, if still in effect, ends regardless of the date the RF End Point was shipped from RG3.

**Encoder and Pulse Register Warranty:** Encoder and Pulse Register(s) covered by the Encoder and Pulse Register Warranty as limited by the Warranty Limitations defined below, shall be free from defects in materials and workmanship as proven through an evaluation by RG3 or an RG3 agent, will be repaired or replaced<sup>1</sup> for a period of ten (10) years after installation or 10.5 years after the date of shipment by RG3 (whichever occurs first).



AMR-AMI Collector Warranty: AMR-AMI Collector(s) covered by the AMR-AMI Collector(s) Warranty as limited by the Warranty Limitations defined below, shall be free from defects in materials and workmanship for a period of one (1) year after installation or 1.5 years after the date of shipment by RG3 (whichever occurs first). Warranty services provided during the warranty period are:

- Free repair (including parts and labor), or replacement at RG3's discretion, of defective Product
- Return shipment of repaired Product via standard ground service
- These are purchaser's exclusive remedy for warranty issues

NOT included in the Warranty:

- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Expedited shipping of repaired Product(s)
- Cables and hardware
- Antennas
- USB Flash Drives or SD cards
- Battery
- Firmware modifications

### **III. Claims**

Product(s) covered by the Warranties (as limited by the Warranty Limitations defined below) and proven defective through an evaluation by RG3 or an RG3 agent, will be repaired or replaced, at the option of RG3, without additional charge to the Purchaser. Any Replaced Product(s) becomes the property of RG3.

A Returned Material Authorization (RMA) number MUST accompany all Product(s) sent to RG3 for repair or replacement. This number may be obtained by calling Customer Support at 1 (903) 753-3456.

The Purchaser is responsible for the costs associated with removing the Product(s) from service, returning it to the factory service center designated by RG3 (including freight costs), providing a completed RG3 Return Materials Authorization form (available at [www.rg3meter.com](http://www.rg3meter.com)), and reinstallation of the repaired and/or replaced Product(s). A separate Product(s) removal and reinstallation service agreement can be purchased from RG3 to cover such costs.

The RG3 obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon RG3 receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy and the Product(s) shall not be deemed to have failed their essential purpose so long as RG3 is willing and able to replace the defective Product(s) for the Purchaser within a reasonable time, after receipt of proof that a defect is involved.

### **IV. PRODUCT(S)**

RF End Point Product(s)

- Tesla 4 TR -AMR/AMI Register
- Tomahawk Encoder
- Tesla Gas Register
- Tesla EcoPoint

AMR-AMI Products

- Fixed Network Collector (FNC)
- TeslaDrive AMR Transceiver
- AMRSS Software



## V. Warranty Limitations

The limitations on liability set forth in this section are fundamental inducements to RG3 for providing and entering into any Limited Warranty agreement. Such limitations on liability apply unconditionally in all respects and are to be interpreted broadly to provide RG3 with the maximum protection permitted under law.

RG3 provides NO warranty and shall not be liable for any loss associated with the use of any item or Product(s) not purchased directly from RG3 or an RG3 authorized Distributor who has extended the Warranties to the authorized Distributor's customer.

The Warranties do not apply to Product(s) that have been: installed improperly or in non-recommended installations; damaged, accidentally or intentionally, or in need of repair; improperly modified or repaired; vandalized or tampered with; modified or repaired with parts or assemblies not certified in writing by RG3, including without limitation, communication parts and assemblies; converted; altered; read by equipment not approved by RG3 (collectively, "Exclusions.").

If, during evaluation of returned Product(s), RG3: (a) identifies Exclusions or (b) determines the returned Product(s) is not defective, or (c) is otherwise not covered by the Warranties, such Product(s) are Warranty Ineligible Product(s). The Purchaser shall pay for and/or reimburse RG3 for all expenses incurred by RG3 in evaluating a returned Warranty Ineligible Product(s), repairing or replacing a Warranty Ineligible Product(s) and for the costs of returning a Warranty Ineligible Product(s) to the Purchaser.

Product(s) comprising RF transmitters have a rated transmitter power level and a Product(s) that generate a properly formatted and transmitted signal at the rated power level or a desired level below the rated power level are not defective whether or not such signals are received by a remote receiver.

THE WARRANTIES SET FORTH IN THIS RG3 LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE PRODUCT(S) PROVIDED BY RG3. PRODUCT(S) WHICH FAILS TO MEET THE TERMS OF THE WARRANTIES STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. THE WARRANTIES ARE THE PURCHASER'S EXCLUSIVE REMEDY AND RG3'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE. RG3'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE.

ANY DESCRIPTION OF THE PRODUCT(S), WHETHER IN WRITING OR MADE ORALLY BY RG3, A RG3 DISTRIBUTOR OR ANY AGENT OF RG3, SPECIFICATIONS, SAMPLES, MODELS, BULLETINS, DRAWINGS, DIAGRAMS, ENGINEERING SHEETS OR SIMILAR MATERIALS USED IN CONNECTION WITH ANY ORDER FROM THE PURCHASER ARE FOR THE SOLE PURPOSE OF IDENTIFYING THE PRODUCT(S) AND SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY.

ANY SUGGESTIONS BY RG3, A RG3 DISTRIBUTOR OR ANY AGENT OF RG3 REGARDING USE, APPLICATION OR SUITABILITY OF THE PRODUCT(S) SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS CONFIRMED TO BE SUCH IN WRITING BY RG3.

THE FOREGOING EXPRESS WARRANTEES ARE IN LIEU OF ALL OTHER WARRANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE AND RG3 EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS RG3 LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTIES AND TITLE.



IN NO EVENT SHALL RG3 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 PURCHASERS OF THE PURCHASER OR OTHER THIRD PARTIES.

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, DATA LOGGING EXCESSIVELY, OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE.

RG3 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, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

## **VI. Applicable Law and Severability**

The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision in the Warranties is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of the Warranties, but the Warranties will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in the Warranties, unless, the deletion of such provisions would result in a change of such scope that the Warranties become commercially unreasonable.



**RG3-W00010319**