



**Badger Meter**

## Recordall® Turbo Series Meters

### PRODUCTS COVERED

This warranty shall apply to all Recordall® Turbo Series meters, sizes 1-1/2" through 20" and the registers and registration devices used with these meters (collectively "Product") sold on or after November 1, 2011. 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.

### MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames:

#### **Bronze Housings**

One (1) year after installation; or one (1) year and six (6) months after shipment from Badger Meter.

#### **Local Registers Which Are Supplied with the Meters Listed Herein**

Five (5) years after installation; or five (5) years and six (6) months after shipment from Badger Meter.

#### **RTR® Registers Which Are Supplied with the Meters Listed Herein**

Ten (10) years after installation or ten (10) years and six (6) months after shipment from Badger Meter.

### METER ACCURACY

The meters are warranted to meet or exceed accuracy standards of AWWA Standard C701-07 appearing within the earlier of either: One (1) year after installation; or one (1) year and six (6) months after shipment from Badger Meter. AWWA does not provide a standard for 1-1/2" turbo meters. However, the typical operating range for the 1-1/2" turbo meter meets the accuracy requirements of this standard.

### PRODUCT RETURNS

Any Product proved to Badger Meter's satisfaction to have failed the foregoing warranties will, at Badger Meter's option, be repaired or replaced without charge to the Customer. Badger Meter's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter's 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 C701-07 and the AWWA M6 manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in 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 Badger Meter's reasonable control. 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.

If a meter is claimed to breach the accuracy warranties stated herein, the Customer shall submit a certified copy of the test results at the time the meter is returned to Badger Meter. The warranties as to accuracy shall be void if an examination of the Customer's water supply shows an unusually adverse effect on metering equipment.

**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's 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's 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. Badger Meter's liability 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.**

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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.

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