

## Warranty

### Next Meters Data Gathering System



## 1 | Scope of Warranty

Next Meters warrants that all communication equipment manufactured by Next Meters (previously NextCentury Submetering Solutions) will be free from defects in materials and workmanship under normal use and in accordance with Next Meters' documented installation and operating procedures for a period of three (3) years from the date of manufacture.

Products not manufactured by Next Meters, including without limitation, accessories, attachments, or batteries used in conjunction with Next Meters equipment are only warranted, if at all, by the original manufacturer. Next Meters' warranties do not include replacement of batteries used to power Next Meters products.

## 2 | Limits of Liability

This warranty only applies to Read Management System components produced by Next Meters and does not cover any products which have been damaged by abuse, negligence, vandalism, acts of God, excessive operating conditions, normal wear and tear, unauthorized attachments or modifications, or other actions or events beyond Next Meters' reasonable control. This warranty will be nullified and voided if products are placed in non-recommended installation application/fashion, or are converted, altered, or treated by other than Next Meters recommended procedures and instructions, or are read by equipment not approved by Next Meters.

Next Meters' sole liability and customer's exclusive remedy under this warranty are expressly limited to repair or replacement of the product at Next Meters' option, and is conditioned upon the customer returning the product(s) to the location designated by Next Meters within the warranty periods or limits stated herein, and pre-paying the freight costs both to and from specified location. In no event shall Next Meters be liable for costs or expenses associated with the removal or installation of products under this warranty.



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NEXT METERS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, DAMAGE, OR LIABILITY, WHETHER DIRECT OR INDIRECT, OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUE, LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL. NEXT METERS' LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE DEFECTIVE PRODUCT. IN ADDITION, DAMAGES RESULTING FROM NEGLIGENCE ON THE PART OF THE PURCHASER OR OTHER THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THE CARE AND MAINTENANCE OF NEXTCENTURY PRODUCTS, OR DAMAGES RESULTING FROM NEGLIGENCE REGARDING PERIODIC TESTING OF THE PRODUCT'S PERFORMANCE, ARE NOT COVERED UNDER THIS GUARANTEE.

CHANGES OR MODIFICATIONS NOT EXPRESSLY APPROVED BY NEXT METERS MAY VOID THIS WARRANTY AND THE USER'S AUTHORITY TO OPERATE THE EQUIPMENT.

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OR REMEDIES, WHETHER WRITTEN OR ORAL, EXPRESSED, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH NEXT METERS HEREBY EXPRESSLY DISCLAIMS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 3 | Contact Information

If there are any questions or concerns related to these guidelines, please contact Next Meters Product Support:

- Phone: (844) 538-8203
- Email: [warranty@nextmeters.com](mailto:warranty@nextmeters.com)

*Due to continuous research and product enhancements, Next Meters reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.*