

## Warranty

### NextCentury Data Gathering System Warranty

#### 1| Scope of Warranty

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

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

#### 2| Limits of Liability

This warranty only applies to Read Management System components produced by NextCentury and does not cover any products which have been damaged by misconduct, negligence, vandalism, acts of God, excessive operating conditions, or unauthorized attachments or modifications. 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 NextCentury recommended procedures and instructions, or are read by equipment not approved by NextCentury.

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

NextCentury 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. In addition, damages resulting from negligence on the part of the customer 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 NEXTCENTURY 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 AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH NEXTCENTURY HEREBY EXPRESSLY DISCLAIMS.

#### 3| Contact Information

If there are any questions or concerns related to these guidelines, please contact NextCentury Submetering Solutions Product Support:

- Phone: (844) 538.8203 opt. 2
- Email: [support@nextcenturymeters.com](mailto:support@nextcenturymeters.com)

