

NextValve 20-Year Limited Warranty



NextValve

As used herein "NextValve" means the NextValve 5-Position Remote Disconnect AMI-Ready Valve (models AVS 1/2", AVS 3/4", and AVS 1"), including the valve body and actuator, as designed and/or branded by Next Meters and delivered to end customers (each a "Purchaser") by Next Meters.

3P Devices

As used herein "3P Devices" means certain devices and/or equipment manufactured and designed by third parties not affiliated with Next Meters, including without limitation AMI endpoints, registers, meters, and communication modules to which a NextValve may be connected.

Warranty

Next Meters warrants, to Purchaser only, that the NextValves which are delivered to Purchaser by Next Meters will be free of defects in workmanship or material for a period of twenty (20) years from the date of manufacture. Should any failure to conform to this limited warranty occur within twenty (20) years from the date of manufacture, Next Meters will, subject to your compliance with Next Meters' notification and substantiation procedures described below, correct such defect(s) either by suitable repair or by replacement of the defective NextValve, in Next Meters' option in its sole discretion, in accordance with the prorated schedule below. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. CORRECTION OF NONCONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED IN THIS LIMITED WARRANTY, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF NEXT METERS TO PURCHASER, WITH RESPECT TO THE NEXTVALVES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

THIS WARRANTY IS NON-TRANSFERABLE, AND NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, SHALL PASS THROUGH PURCHASER TO ANY OTHER PERSON OR ENTITY.

Next Meters will repair or replace, at its discretion, a non-performing NextValve at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Next Meters will apply these prorated price discounts to the applicable NextValve list prices in effect at the time of return and according to the following prorated price discount schedule:

- Years 11 and 12 – 50% discount
- Years 13 and 14 – 40% discount
- Years 15 and 16 – 30% discount
- Years 17 and 18 – 20% discount
- Years 19 and 20 – 10% discount

Remedy and RMA Process

Next Meters' sole liability and Purchaser's exclusive remedy under this warranty is a Return Merchandise Authorization (RMA) process. This process is expressly limited to repair or replacement of the NextValve, at Next Meters' option, and is conditioned upon Purchaser notifying Next Meters in writing of the defective NextValve within the twenty (20) year limited warranty period. Following the Purchaser notification and upon Next Meters' request, Purchaser agrees to ship the defective NextValve, at Purchaser's expense, to the location designated by Next Meters so that Next Meters can examine it and confirm the defect. Defective NextValves that are received prior to the Purchaser notification or Next Meters shipment request will not be accepted or evaluated in an RMA process.

For all NextValves that are determined to be defective through the RMA process, Next Meters will ship the repaired or replacement NextValves to you at its expense, subject to the prorated price discount schedule set forth above.

If Next Meters elects to replace any defective NextValve, it may replace such NextValve with the same NextValve or a substantially similar successor NextValve, which may be new or refurbished. If Next Meters elects to repair any defective NextValve, it is free to determine the manner in which such repair is performed and it may use new or reconditioned parts.

If Purchaser has a warranty claim, Purchaser must contact Next Meters' support department to get instructions for NextValve returns and replacements. In no event shall Next Meters be liable for costs or expenses associated with the removal or installation of NextValves under this warranty. **Purchaser is solely responsible for removing the defective NextValve, shipping it to Next Meters if requested, and replacing it with the new or repaired one.**

Warranty Exclusions

This limited warranty does not cover:

- any NextValves that have not been stored, installed, utilized, maintained and operated in accordance with both Next Meters' requirements and standard industry practice, including, without limitation, the requirement that the remote disconnect valve must be rotated at least once every ninety (90) days in accordance with the Sediment Turn default as programmed in the Valve Control software. Next Meters is not responsible for damage arising from failure to follow instructions relating to NextValves. **Failure to update software or firmware as required by Next Meters shall constitute a failure to properly utilize, maintain, and operate NextValves.**
- any NextValves that are damaged due to improper environment, abuse, neglect, misuse, fire, accident, collision, explosion, theft, overcharging, alteration, improper installation, use of special additives, or any unauthorized attempt to repair.
- any 3P Devices even if packaged or sold with any NextValve. Manufacturers, suppliers, or publishers of 3P Devices may provide their own warranties to Purchaser.
- any services provided by third parties not affiliated with Next Meters, including but not limited to Internet Service Providers or Cellular carriers.

Software distributed by Next Meters is not covered by this Warranty. Please refer to the End User License Agreement and the Terms of Service agreement accompanying the software for details of your rights with respect to its use.

NOTIFICATION AND SUBSTANTIATION OF WARRANTY CLAIM. If Purchaser believes that any defect in workmanship and/or materials appears in any NextValves to which this warranty applies within the twenty (20) year limited warranty period, Purchaser shall notify Next Meters in writing of such claim and request authorization to return such NextValves. Purchaser shall deliver the subject NextValves to Next Meters for testing and substantiation of such claim to Next Meters' satisfaction at Purchaser's expense. Any costs associated with uninstalling NextValves and re-installing replaced or repaired NextValves will be the responsibility of Purchaser. Next Meters shall determine in its sole discretion whether or not such NextValve is defective, and if Next Meters determines that such NextValve is defective, then Next Meters shall either, at Next Meters' option and in its sole discretion, repair such NextValve or replace such NextValve, and ship such repaired or replacement NextValve to Purchaser. If Next Meters determines that such NextValve is not defective, Next Meters shall return such NextValve to Purchaser. The warranty period for repaired or replacement NextValves shall not be extended.

LIMITATION OF LIABILITY. NEXT METERS SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE OR HELD LIABLE TO PURCHASER FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR OUT OF THIS WARRANTY OR OTHERWISE, OR FOR ANY LOSS OF PROFIT, LOSS OF PRODUCT OR BUSINESS INTERRUPTIONS OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT). THE REMEDIES OF PURCHASER, AND ANY AND ALL OTHERS, SET FORTH HEREIN ARE EXCLUSIVE AND THE AGGREGATE MAXIMUM LIABILITY OF NEXT METERS UNDER OR IN CONNECTION WITH THE NEXTVALVE(S) SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE ORIGINAL PRICE OF THE NEXTVALVE(S) UPON WHICH SUCH LIABILITY IS BASED.

IT IS PURCHASER'S AND/OR PURCHASER'S CUSTOMER'S RESPONSIBILITY TO CONFIRM THAT THE NEXTVALVES SATISFY LOCAL CODES AND STANDARDS.

THE WAIVERS, RELEASES, LIMITATIONS ON LIABILITY AND ON REMEDIES EXPRESSED HEREIN SHALL APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE OR IN THE EVENT OF THE DEFAULT, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER ACTS OR OMISSIONS OF NEXT METERS AND SHALL EXTEND TO NEXT METERS' AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES.

3P DEVICE WARRANTIES. Next Meters makes no warranties of any kind whatsoever with respect to any 3P Devices. In the event Purchaser believes that any 3P Device purchased by Purchaser is defective, Purchaser may notify Next Meters in writing, and Next Meters will use commercially reasonable efforts to facilitate the warranty service.

Contact Information

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

- Phone: (844) 538-8203
- Email: 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.