

Positive Displacement Meter Warranty

Warranty

Positive Displacement Meters



1 | Terms of Limited Warranty

With respect to the Next Meters Cold Water Meter (referring to all positive displacement meter lines, hereby also referred to as “PD”, designed by **Next Meters**, **NextCentury Submetering Solutions**, **Meter Technology Werks** [MTW], or **Meters & Electronics** [M&E], and manufactured to measure cold water) line of meters (referred to in this document as “water meters”), Next Meters warrants the following on meters:

The water meters will be free from manufacturing defects in workmanship and material for a period of eighteen (18) months from the date of shipment.

- (a) **Main Case** – The no-lead high copper alloy or brass main case of the water meters will be free of manufacturing defects in workmanship and material for 20 years from time of shipment.
- (b) **Registers** – Mechanical registers of the water meters will be, at the time of shipment, and for a duration of ten (10) years thereafter, free from manufacturing workmanship and material defects.
- (c) **Meter Accuracy** – Next Meters water meters are warranted to meet or exceed accuracy standards of the AWWA Standards C700 & C710 for a period of 5 years for 5/8” x 3/4”, 3/4”, 1”, 1.5”, and 2” water meters or for the applicable registration listed on page 2, whichever comes first.

2 | Warranty Return

If a Next Meters water meter fails an accuracy test during an applicable warranty period, it may be returned to Next Meters for repair or replacement at Next Meters’ discretion. Any related accuracy test(s) performed before return must be conducted according to AWWA standards. Any meter returned under the conditions of this warranty for accuracy must be returned with a copy of the accuracy test results.



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A Next Meters Return Merchandise Authorization (RMA) must be submitted before returning the meter. If the returned meter is returned to Next Meters without a copy of the test results, or if Next Meters' standard test indicates that the meter meets AWWA standards, the customer will be charged a fee in accordance with the fee schedule included on Next Meters' available RMA documentation. Meters replaced or repaired by Next Meters will perform to AWWA repaired meter accuracy standards.

3 | Exclusivity

The meter casing and meter accuracy warranties outlined and set forth in this document supersede any other warranty, guarantee, or representation whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4 | Damages limited to costs of replacement and repair

If the water meter fails to meet the warranties set forth in this document, Next Meters, at its discretion, will, without charge of labor or materials, repair or replace the water meter or part thereof, provided that the water meter is delivered to Next Meters with a supplied RMA number, and all costs to return the water meter to Next Meters are assumed by the purchaser of the water meter. Next Meters' liability is limited to its costs of replacement and repair of the defective water meter or part thereof. Damages resulting from the miscalculation of water usage, or lost revenue or profit, are not recoverable from Next Meters. **It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.**

5 | Inapplicable Conditions of Warranty

The warranties set forth in this document do not apply to any water meter that has been damaged by, or subjected to, conditions that Next Meters deems to affect in any way the performance of the water meters. This includes but is not limited to: misuse; improper installation, handling or application; operating conditions outside of the water meters' capabilities as listed on their applicable specification sheets; foreign materials of any kind in the meter (including but not limited to sand, stone, metal fragments, scale, pipe sealing tape, pipe sealing compounds and glues, etc.); aggressive water conditions; tampering; unauthorized repairs; any type of damage; force majeure. The warranty of Next Meters water meters no longer applies if they are installed in a manner not recommended, if they are disassembled, or if they are used with any register not provided by Next Meters. Next Meters' water meters' warranty will not apply if any third-party equipment is believed to have caused damage to any component of the water meters. To determine its liability, Next Meters reserves the right to inspect any water meter that is claimed to be defective at Next Meters' discretion at any location Next Meters deems appropriate.

NEXT METERS' LIABILITY WITH RESPECT TO THE BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEXT METERS' LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEXT METERS 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 NEXT METERS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



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ACCURACY WARRANTY – Next Meters Positive Displacement Meters

Size	Low Flow Accuracy	New Meter Accuracy	New Meter Accuracy
5/8" x 3/4"	PD: 1/4 US Gallons Per Minute @ 1.5%, -5%	5 years or 500,000 gallons	15 years or 1,500,000 gallons
3/4"	PD: 1/2 US Gallons Per Minute @ 1.5%, -5%	5 years or 750,000 gallons	15 years or 2,250,000 gallons
1"	PD: 3/4 US Gallons Per Minute @ 1.5%, -5%	5 years or 1,000,000 gallons	15 years or 3,000,000 gallons
1 1/2"	PD: 1 1/2 US Gallons Per Minute @ 1.5%, -5%	5 years or 1,600,000 gallons	15 years or 5,000,000 gallons
2"	PD: 2 US Gallons Per Minute @ 1.5%, -5%	5 years or 2,700,000 gallons	15 years or 8,000,000 gallons

6 | 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

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.