

# Utility Guarantee for IP Sensing<sup>®</sup> AMR/SCADA Products

## SCOPE OF GUARANTEE

This Guarantee applies exclusively to IP Sensing Products manufactured after May 1<sup>st</sup>, 2004 and when used in accordance with published "IP Sensing Product Technical Specifications" and when installed in accordance with published "IP Sensing Product Installation Instructions", both in effect as of the date of the products shipment. This guarantee applies exclusively to the original utility purchaser when product is purchased from an authorized distributor.

IP Sensing Product Technical Specifications and IP Sensing Product Installation Instructions are controlled documents released by IP Sensing for each and every IP Sensing Products covered under this Guarantee. This Guarantee only applies to IP Sensing Products that have both these released documents in effect as of the date of the product's shipment.

## MATERIALS AND WORKMANSHIP

If used and installed as described above, IP Sensing guarantees the product to be free from defects in materials and workmanship for a period of 12 months after shipment, exclusion of Battery Life.

Battery Life is guaranteed for 5 - 15 years depending on the system configuration, wherein the system configuration comprises: 1) Transducer types and configurations, 2) Data acquisition throughput rate, 3) Supervisory control events on remote devices.

## CLAIMS

Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced (determined by IP Sensing) without additional charge to the customer. The customer is responsible for removing the product from service and returning it to the service center designated by IP Sensing upon receipt of a completed "IP Sensing Warranty Claim Form" and issuance of an "IP Sensing Return Merchandise Authorization" number. Customer is also responsible for freight cost during the claim process and reinstallation of the repaired or replaced product.

## LIMITS OF LIABILITY

This guarantee does not apply to products damaged by vandalism, negligence, installation not in accordance with the IP Sensing Product Installation Instructions, act of God or other conditions beyond the control of IP Sensing and not covered in the IP Sensing Product Technical Specifications.

Any description of product, whether in writing or made orally by IP Sensing or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any customer's orders are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by IP Sensing or its agents regarding use, applications, or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by IP Sensing.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMERS' EXCLUSIVE REMEDY AND IP SENSING'S SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY IP SENSING PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE.

IN NO EVENT SHALL IP SENSING BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMER OF THE CUSTOMER OR OTHER THIRD PARTIES.

Thank you for your business!

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