



## LIMITED WARRANTY

1. **Limited Warranty.** Echologics, LLC and/or Echologics, a Division of Mueller Canada Ltd (“Echologics”) warrants that, for the duration of the Warranty Period (defined below): (a) each product set forth in Section 6 purchased from Echologics (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions and (b) any software provided by Echologics (“Software”) will substantially conform to the applicable published Echologics functional specifications for such Software. Products will have a warranty period stated below in Section 6 (“Warranty Period”). This Warranty does not apply to products that have defects or failures resulting from (a) Buyer’s design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Seller’s instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller’s instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits. Products may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished.

2. **Exclusive Remedy.** Echologics will, at its option, either repair or replace with an equivalent substitute (as long as the Product is conformance with the requirements of the specifications and do not exceed the prices quoted) a Product that is in breach of the foregoing warranty during the Warranty Period if purchaser reports the breach to Echologics within sixty (60) days after purchaser discovers the breach. At Echologics’ request, purchaser will ship the allegedly defective Product to a repair facility designated by Echologics at purchaser’s expense and risk. If Echologics, in its sole discretion, determines that the Product breached the applicable warranty, Echologics will ship the repaired or replaced Product to purchaser at Echologics’ expense and risk. If Echologics determines that it is unable to repair or replace such Product, it will, at Echologics’ sole discretion provide a cash or credit refund to purchaser. If Echologics repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Echologics’ warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Echologics’ entire liability, and the purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Echologics has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alternation, installation or application inconsistent with industry standard guidelines or Echologics specifications, including but not limited to Echologics propagation studies, failure to follow Echologics’ operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Echologics or its authorized personnel, (b) with respect to software, there has been a change to the software’s operating environment not made or authorized by Echologics or if purchaser fails to install any correction or enhancement provided by Echologics, or if a virus is introduced through no fault of Echologics, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Actual Product life may vary depending on various factors, including but not limited to, unit settings, installation, environmental conditions, and usage.

4. **Important Disclaimers.** ECHOLOGICS DOES NOT WARRANT THE COMMUNICATION NETWORK THAT SUPPORTS ECHOLOGICS CELLULAR PRODUCTS IN THE CUSTOMER’S SERVICE AREA (“NETWORK”). IF THE NETWORK IS DISCONTINUED OR NO LONGER SUPPORTED BY THE NETWORK PROVIDER DURING THE WARRANTY PERIOD, THEREBY RENDERING ANY ENDPOINT OR OTHER EQUIPMENT UNABLE TO SUCCESSFULLY TRANSMIT UNIT DATA (“OBSOLETE PRODUCT”), ECHOLOGICS HEREBY DISCLAIMS ANY WARRANTY COVERAGE FOR SUCH OBSOLETE PRODUCT TO THE EXTENT THE PRODUCT HAS CEASED TO FUNCTION DUE TO THE DISCONTINUATION OF THE NETWORK, AND ECHOLOGICS SHALL NOT BE LIABLE TO THE CUSTOMER FOR COSTS ASSOCIATED WITH THE REPAIR, REPLACEMENT, OR UPGRADE OF THE ECHOLOGICS EQUIPMENT TO FUNCTION WITH ANOTHER NETWORK.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ECHOLOGICS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

5. **Limitation on Liability.** Echologics is not liable for any indirect, special, incidental, liquidated, consequential or punitive damages or penalties of any nature, whether based on contract, tort or other legal theory including but not limited to, business

interruption costs, loss of profit or revenue, loss of data, loss of use of services, cost of capital, cost of substitute services or facilities, downtime costs or damages and expenses arising out of purchaser or third-party claims, even if Echologics has been advised of the possibility of such damages. Echologics has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from improper installation, use, maintenance or operation of any Products. In all cases, Echologics's total liability, including that of its affiliates, officers, employees, agents, subcontractors, suppliers and representatives shall not exceed the total amount paid by purchaser to Echologics under this Order (as defined by Echologics Terms of Sale).

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Product	Warranty Period
EchoShore-DX: Node & Battery	Two (2) years from date of shipment to Purchaser.  *Battery depletion due to high frequency operation is excluded from the warranty
EchoShore-TX: Node & Battery	Two (2) years from date of shipment to Purchaser.  *Battery depletion due to high frequency operation is excluded from the warranty
EchoShore-M: Node & Battery	Two (2) years from date of shipment to Purchaser.
LeakFinder-ST: Analog Receiver and Transmitters	Two (2) years from date of shipment to Purchaser.  *External sensors are consumable and excluded from the warranty
Echologics Spare Parts	Two (2) years from date of shipment to Purchaser.