

PRODUCT WARRANTY STATEMENT

1. **Limited Warranty.** Mueller Canada Ltd. (“Mueller”) warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year from date of shipment or provision or (ii) the applicable manufacturer’s warranty period for a specific Product (“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 Mueller; (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 Mueller’s or the manufacturer’s instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Mueller’s or the manufacturer’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 Mueller or the Product manufacturer. Mueller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute (as long as the Product is in conformance with the requirements of the specifications and does 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 Mueller within sixty (60) days after Purchaser discovers the breach. At Mueller’s request, Purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at Purchaser’s expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to Purchaser at Mueller’s expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller’s sole discretion provide a cash or credit refund to Purchaser. If Mueller 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. Mueller’s warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller’s entire liability, and the Purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller 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 AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller’s operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller 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 Mueller or if Purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, 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.** MUELLER DOES NOT WARRANT THE COMMUNICATION NETWORK THAT SUPPORTS MUELLER 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 METER READING DATA (“OBSOLETE PRODUCT”), MUELLER 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 MUELLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR COSTS ASSOCIATED WITH THE REPAIR, REPLACEMENT, OR UPGRADE OF THEMUELLER EQUIPMENT TO FUNCTION WITH ANOTHER NETWORK.

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