

## LIMITED PRODUCT WARRANTY

- 1. <u>Limited Warranty</u>. Mueller Systems, LLC ("Mueller") warrants to you (the "Purchaser") that (a) each product purchased from Mueller ("Product") will be free from defects in materials and workmanship; and (b) any on-premise software ("Software") will substantially conform to the applicable published functional specifications ("Warranty"). The foregoing Warranty is subject to the term length ("Warranty Period") set forth in Section 6 and certain exclusions set forth in Section 3.
- 2. Exclusive Remedy. For any Product which fails to meet Mueller's Warranty obligation as provided in Section 1, Mueller will, at its option, repair or replace it with an equivalent Product. Any Warranty claim must be reported to Mueller within sixty (60) days upon discovery of a claimed Product defect by completing an RMA request at <a href="https://www.muellersystemsreturns.com">www.muellersystemsreturns.com</a> and then complying with the instructions provided. Within thirty (30) days of RMA issuance, Purchaser must ship the Product claimed to be defective 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 Purchaser a cash or credit refund. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the remainder of the original Warranty Period. Any meter being returned under the accuracy warranty must be returned with a copy of Purchaser's test results. If the meter is returned to Mueller without a copy of the test results, or if Mueller's testing shows the meter to meet the warranted accuracy specifications, then Mueller reserves the right to charge Purchaser a nominal testing fee. This Section 2 sets forth Mueller's entire liability and Purchaser's exclusive remedy for any alleged breach of Warranty.
- 3. Exclusions. This Warranty shall not apply to: (a) Product damage relating to an accident, neglect, abuse, misuse, improper handling, testing, storage or installation (b) Product damage due to external forces, such as, but not limited to, acts of God or the elements, natural disaster, vandalism, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, damage resulting from foreign matter, particles or debris, frost heave, or excessive exposure of water treatment chemicals in excess of EPA guidelines; (c) Product damage resulting from improper installation, use, or maintenance as required by Mueller's Product datasheets or instructions, or application inconsistent with AWWA guidelines; (d) instances where Buyer makes any further use of such Products after making a Warranty claim without Mueller's written consent; (e) instances where Buyer makes a Warranty claim more than 60 days after discovery of the claimed Product defect; (e) unauthorized Product alterations, modifications or repairs by any party other than Mueller; and (f) any action taken to a Product that prevents testing necessary to validate a Warranty claim.
- 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 SUCCESSFFULLY 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. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER 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.

Products manufactured by a third party ("Third-Party Product") may be provided separately, attached to, or packaged together with the Products. Third-Party Products are not covered by the Warranty. To the extent a Third-Party Product includes a manufacturer warranty, Mueller shall pass through such warranty to Buyer. MUELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY, AND MUELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5. <u>Limitation on Liability</u>. Mueller 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 Mueller has been advised of the possibility of such damages. Mueller 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, Mueller'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 Mueller under an applicable Order (as defined by the Mueller Systems Terms of Sale).

6. <u>Warranty Period</u>. Unless otherwise stated below, the Warranty shall be one (1) year free from defects in materials and workmanship from the shipment date. The Warranty Period for each Product listed below will begin on the shipment date to the Purchaser and will last for the duration specified:

Communication and Software		
Product	Warranty Period	
AMR On-Premise Software	One (1) year.	
Collectors, Repeaters, Transceivers, Install Radios, Handheld devices, Antennas, and PCs	One (1) year.	
Nodes	Ten (10) years.  Additionally, the Product is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. All discounts will be calculated on the then-current published list price of the Product or equivalent Product, and such prorated Product purchase shall apply to the remainder of the original Warranty Period.	

Meters				
Product	Warranty Period			
Bronze Maincases	Twenty-Five (2	(5) years.		
Bronze and Ductile Iron Positive Displacement (PD) Meters	The Product is warranted to meet or exceed the relevant AWWA Standard for accuracy for the time period or until the registration shown below, whichever occurs first.			
	Meter Size	New Meter Accuracy	Repaired Meter Accuracy	
	5/8"	5 years or 500,000 gal	15 years or 1,500,000 gal	
	3/4"	5 years or 500,000 gal	15 years or 2,250,000 gal	
	1"	5 years or 1,000,000 gal	15 years or 3,000,000 gal	
	1-1/2"	2 years or 1,600,000 gal	10 years or 5,000,000 gal	
	2"	2 years or 2,700,000 gal	10 years or 8,000,000 gal	
Remote Disconnect Meters (RDM) valve and solenoid assembly	Five (5) years or two thousand (2,000) actuations of the valve, whichever comes first.			
Turbine Meters, Fire Meters, and HB Mag Meters	Two (2) years. The Product is additionally warranted to meet or exceed the relevant AWWA Standard for accuracy for 2 years.			
Ultrasonic Meters	Ten (10) years.  Additionally, the Product is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. All discounts will be calculated on the then-current published list price of the Product or equivalent Product, and such prorated Product purchase shall apply to the remainder of the original Warranty Period.			
	The unit is ad for accuracy for	•	ceed the relevant AWWA Standard	

Registers		
Product	Warranty Period	
Registers	Ten (10) years.  Additionally, the Product is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. All discounts will be calculated on the then-current published list price of the Product or equivalent Product, and such prorated Product purchase shall apply to the remainder of the original Warranty Period.	

Water Pressure Monitoring and Control Products		
Product	Warranty Period	
Advanced Pilot Valve	Two (2) years.	
Controller	Three (3) years.	
Data Logger	Three (3) years.	

Effective April 22, 2025

For more information about Mueller or to view our full line of water products, please visit muellersystems.com or call Mueller customer service at 1.800.423.1323.

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