



Nova Endpoint Limited Extended Warranty

SCOPE OF EXPRESS LIMITED WARRANTY. This warranty applies exclusively to Capstone Metering LLC's ("Capstone") Nova AMI Endpoint. Product is installed strictly in accordance with Capstone's published product specifications and installation instructions in effect as of the Capstone shipment date of the original Product. This warranty applies exclusively to the original purchaser when the Product is purchased from either Capstone or an authorized Capstone distributor or sales representative. Capstone's warranty requires that firmware and software be kept up-to-date by purchaser. The following are the sole and express limited warranties of Capstone:

If properly used and installed as described above, under normal use and service and when properly maintained, Capstone warrants that: (i) all Products will conform to the specifications for the Capstone Product in all material respects and will be free from defects in material and workmanship for a period of 20 years from date of shipment; (ii) the case of the Product will retain its structural integrity and be lead-free (<.25%) for a period of 20 years from the date of Capstone's shipment or 15,000 scheduled Call-ins whichever comes first.

CLAIMS. Any Product covered by this warranty that fails to meet the terms of the express limited warranties stated above will be repaired or replaced, at the option of Capstone, subject to the terms and conditions hereof. Purchaser is responsible for notifying Capstone in writing, at Capstone's address herein, of any defect or failure within 30 days after purchaser becomes aware of same, for removing the Product from service, returning it to the factory service center designated by Capstone, providing all required paperwork per the Return Material Authorization at the time of the returned product and for freight costs to the service center. Purchaser is also responsible for reinstalling each repaired or replaced Product. If the Product is received by Capstone Metering from the beginning of the Warranty Period through year 10 Capstone Metering will, at its sole discretion, repair or replace.

If the Product is received by Capstone Metering between years 11-14 of the beginning of the Warranty Period, Capstone Metering will, at its sole discretion, repair or replace at 80% discount of the current list price.

If the Product is received by Capstone Metering between year 14-20 of the beginning of the Warranty Period, Capstone Metering will sell to the customer a replacement Product at a discount of 60% of the current list price.

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RETURN MATERIAL AUTHORIZATION (RMA)

In order to exercise their rights under this Warranty, the Customer must submit an RMA request directly to Capstone Metering in writing at support@capstonemetering.com. The Request must include name of the product, serial number, the specific defect or reason for return, other relevant details, and customer's contact information. Any claim submitted by the customer must include original Purchase Order, Invoice or packing slip and delivery note. The customer will then receive an RMA Number issued by Capstone prior to shipping the product. The RMA number must be included on the shipping label and on the return slip. The customer is responsible for shipping costs and any testing costs the product may incur. The customer must also furnish proof that the product in question was installed by the customer or an authorized installer in full compliance with the product specifications, installation manual, or other written instructions provided by Capstone Metering.

PURCHASER EXPERTISE. Purchaser represents and warrants to Capstone that purchaser possesses all necessary expertise to properly select, install, maintain and/or use the Product or that purchaser will use the services of a competent professional with respect to the foregoing. If purchaser does not comply with the foregoing, all warranties of Capstone will become void. Purchaser will be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by purchaser's improper selection, installation and/or use of the Product.

LIMITS OF LIABILITY. This warranty does not apply to a Product damaged by improper installation, use or maintenance; abnormal water conditions; foreign matter in water; vandalism; negligence; misapplication or other use not as described in this document or in the applicable specification for the Product, acts of God or other conditions beyond the control of Capstone. This warranty is null and void if a Product is altered by the addition of anything not manufactured by or on behalf of Capstone for such Product and its size. If a Product is claimed to breach the accuracy warranties as stated, the purchaser shall submit a certified copy of the test results at the time the Product is returned to Capstone. The accuracy warranty shall be void if an examination of the purchaser's water system shows an unusually adverse effect on equipment.

Any description of the Product, whether in writing or made orally by Capstone or its authorized agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any purchaser's order are for the sole purpose of identifying product and shall not be construed as an express or implied

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warranty. Any suggestions or statements by Capstone or its authorized agents or distributors regarding use, application or suitability of the Product shall not be construed as an express or implied warranty unless confirmed to be such in writing by an executive officer of Capstone.

The laws of the State of Texas, excluding its conflicts of law rules, shall exclusively govern this warranty, and venue shall be exclusively in Dallas County. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed. Any waiver of any breach of this limited warranty shall not be effective unless set forth in a writing signed by an executive officer of Capstone.

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

PURCHASER'S EXCLUSIVE REMEDY AND CAPSTONE'S AND ITS AUTHORIZED AGENTS' AND DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY; NEGLIGENCE; BREACH OF CONTRACT, WARRANTY OR OTHERWISE; FOR ANY PRODUCT WHICH FAILS TO MEET THE TERMS OF THE EXPRESS LIMITED WARRANTY STATED IN THIS DOCUMENT, SHALL BE LIMITED TO CAPSTONE'S REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL CAPSTONE AND ITS AUTHORIZED AGENTS AND DISTRIBUTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY 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 SERVICE, DOWNTIME COST, DELAYS AND OTHER CLAIMS OF PURCHASER OR ITS CUSTOMERS OR OTHER THIRD PARTIES. IN NO EVENT SHALL CAPSTONE'S OR ITS AUTHORIZED AGENTS' AND DISTRIBUTORS' LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH A PRODUCT, SERVICES RELATED THERETO OR OTHERWISE EXCEED THE LESSER OF PURCHASER'S DIRECT DAMAGES OR THE PRICE PAID BY PURCHASER FOR THE PRODUCT AND/OR RELATED SERVICES. THESE LIMITATIONS ARE AGREED TO BY PURCHASER IN EXCHANGE FOR THE SALE OF PRODUCT TO PURCHASER.

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