



## **STEALTH READER MIU LIMITED WARRANTY**

### **PRODUCTS COVERED**

This limited warranty ("Warranty") shall apply to any Zenner USA "Stealth Reader" Water Meter Interface Unit sold by Zenner USA or its authorized agent on or after November 1<sup>st</sup> 2013 hereinafter referred to as "Product". This warranty is extended only to a utility, municipality, or other authorized commercial user, hereinafter referred to as a "Customer".

### **LIMITED WARRANTY**

Zenner USA, hereinafter referred to as "Zenner", warrants Product supplied hereunder to be free from defects in materials and workmanship for a period of ten (10) years from the date of original shipment. Battery life is warranted for ten (10) years from the date of original shipment. An additional 10 year prorated warranty is also offered according to the prorated chart in this document.

### **PRODUCT RETURNS AND WARRANTY CREDIT**

If the Customer believes that a Product has failed in such a manner as to be covered by the provisions of this Warranty, the Customer shall contact Zenner and obtain a Return Materials Authorization ("RMA") number prior to shipping any Product for claims under this Warranty. The Customer shall be responsible for shipping any Product to the designated Zenner return facility and for clearly identifying the nature of the Warranty claim. Zenner does not warrant the Product or its operation to be error free. Any Product received and proven to Zenner's satisfaction to have failed per the terms of the Warranty shall have earned a "Warranty Replacement Credit" and may, at Zenner's option, be repaired or replaced with a "Replacement Product". Replacement Product shall carry the same warranty as the original Product except the warranty term shall not extend. A Warranty Replacement Credit may be redeemed for Replacement Product and does not have any other value. During the Warranty Period, a Warranty Replacement Credit toward Replacement Product shall be 100%. Replacement Product shall be returned to the Customer at Zenner's expense. If the Product returned by the Customer is not a failed Product or the Customer has returned the Product to Zenner without a valid RMA the Customer shall pay shipping charges for returning the Product to the Customer. Customer shall assume and be responsible for all costs of removing the original Product and of reinstalling the Replacement Product

### **LIMITS OF LIABILITY**

This warranty shall not apply to Products that shall have been repaired or altered by any party other than Zenner. This warranty shall not apply to Products that shall have been installed or programmed by or under the direct supervision of any person who was not a Certified STEALTH READER MIU Installer at the time of installation. The foregoing warranty applies only to the extent that the Products are installed, operated and trouble-shot strictly in accordance with Zenner's instructions. This Warranty shall not apply to meters, encoders or registers to which the Products may be attached or to defects in same. Any use of meter reading equipment not approved by Zenner with the Products shall void this Warranty. The Warranty shall not apply to Product exposed to conditions other than those detailed in product technical literature and Installation, Operation, Instruction Manuals, including but not limited to Product which has been exposed to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, unqualified and/or improperly functioning registers, or other circumstances which are beyond Zenner's reasonable control.



ANY OTHER PROVISION OF THIS WARRANTY NOTWITHSTANDING, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE CONTRACT PRICE.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Zenner is willing and able to repair or replace defective products or issue a credit to purchaser within a reasonable time after receipt of proof that a defect is involved.

Any description of the Products, whether in writing or made orally by Zenner or Zenner's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by Zenner. Unless expressly set forth by Zenner in writing in advance.

**EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY**

Zenner's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. ZENNER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ZENNER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES AND CLAIMS FOR LOST REVENUES, PROFITS OR EXPENSES WHATSOEVER.

IN ADDITION TO THE TERMS CONTAINED HEREIN, THE STEALTH READER MIU WARRANTY IS ONLY VALID IF OPERATED IN 20 MINUTE MESH MODE OR 5 SECOND NON MESH MODE.

<b>YEAR</b>	<b>STEALTH READER REPLACEMENT PRO-RATED PERCENTGE*</b>
11	30% of list price
12	40% of list price
13	50% of list price
14	50% of list price
15	60% of list price
16	70% of list price
17	75% of list price
18	80% of list price
19	85% of list price
20	90% of list price
*Based on the current list price in the year that the discount is taken	