

R900 Endpoint for Natural Gas Meters Warranty Statement

I. R900 Endpoint for Natural Gas Meters

Neptune Technology Group Inc. warrants that the electronics of the R900® radio frequency endpoint for natural gas meters shall be free from defects in materials and workmanship for a period of twenty (20) years from the “date of shipment” (such period being the “Warranty Period”). Neptune shall not be responsible for any defects in the R900 endpoint for natural gas meters (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing R900 endpoint for natural gas meters free of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

II. R900 Endpoint for Natural Gas Meters Batteries

Neptune warrants that any Neptune-supplied batteries installed in the R900 endpoint for natural gas meters (the “Batteries”) shall be free from defects in materials and workmanship for a period of twenty (20) years from the “date of shipment” (such period being the “Battery Warranty Period”). Neptune shall not be responsible for any defects in, or failure of, batteries (whether due to design, materials, manufacture, or otherwise) which occur after the expiration of the Battery Warranty Period. Neptune will repair or replace a non-performing R900 endpoint for natural gas meters battery free of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table:

Year of Failure	Battery Replacement Cost*	
1-10	Full Replacement	
11	30%	
12	35%	
13	40%	
14	45%	
15	50%	
16	55%	
17	60%	
18	65%	
19	70%	
20	75%	

*Replacement cost percentages will be applied toward published parts list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement batteries are warranted for one (1) year after date of shipment or balance of original battery warranty, whichever is greater.

III. Warranties are inapplicable under certain conditions.

This warranty shall not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty shall not apply and shall be void with respect to the Product if Product is not installed in accordance with the R900G Installation and Maintenance Guide (Neptune Part Number 12778-001) or the R900G Quick Install Guide (Neptune Part Number 12777-001). This warranty shall not apply to Product that may have been repaired with parts not recommended by Neptune; converted, altered or connected by other than Neptune-recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing. This warranty shall not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU for natural gas meters ability of performance, including but not limited to; misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU AND NEPTUNE-SUPPLIED BATTERY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE R900 MIU FOR NATURAL GAS METERS AND NEPTUNE-SUPPLIED BATTERY. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIUs AND NEPTUNE-SUPPLIED BATTERY ARE HEREBY EXPRESSLY EXCLUDED. THIS INCLUDES, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU OR NEPTUNE-SUPPLIED BATTERY AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (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 NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.