



# TRUE SUBMETER

Water Submetering Solutions

**THIS WARRANTY WILL EXPIRE TWO (2) YEARS AFTER THE SOLD DATE (PURCHASE DATE FROM TRUE SUBMETER, LLC) REGARDLESS OF THE DATE OF ACTIVATION. THIS WARRANT IS VOID IF (I) MONITORING SERVICES WITH TRUE SUBMETER AS DISCONTINUED, (II) THE PRODUCT IS UNINSTALLED OR MODIFIED BY THE PURCHASER, OR (III) THE PRODUCT IS INSTALLED INCORRECTLY OR DAMAGED DURING INSTALLATION.**

## Process

If the product is damaged for whatever reason, True Submeter must first issue a Returned Material Authorization (RMA) number. This number can be obtained by contacting True Submeter and a copy will be provided by email or fax. A copy of the RMA must be included with any materials shipped to True Submeter.

For a unit to be reviewed, the entire assembly must be sent back (unless specifically listed otherwise on the RMA form) to True Submeter. The product or component parts will be inspected within 1-3 days from arrival at our facility. If the damage or defect is found to be the fault of True Submeter and the device is still under warranty, the device will be repaired at no charge and shipped as quickly as possible. However, **any damages found to be the fault of the Purchaser or any damages not covered under this warranty will not be repaired until a written purchase order is received.**

Any claim under this warranty must be presented during the warranty period and within 30 days after any covered condition has occurred.

Upon receipt, the Purchaser should inspect the package contents immediately and file any delivery damage claims with the delivering carrier. The Purchaser is responsible for any damage to a product or component parts if returned improperly packaged.

The warranty period shall not be extended by the replacement of materials under this warranty, but the remaining warranty period shall continue in effect and be applicable to the replaced or repaired products or component parts areas under conditions of the warranty.

If it appears within two (2) years from the date of purchase by Purchaser that any products or component parts do not conform exactly to the specifications and physical dimensions of the product, and the Purchaser, at its expense, returns the product or component parts to True Submeter together with a report of defects, True Submeter shall review the inspection report and inspect the items and shall authorize, at its option, either the repair or replacement of any non-conforming products or component parts, whether on warranty, contract of negligence, shall not in any case exceed the amount to be paid by True Submeter in obtaining and repair or replacement of non-conforming products or component parts, and upon expiration of the warranty period, all liability of True Submeter shall be terminated.

## Not Covered

This warranty does not cover damage due to acts of God (fire, electrical surge, flood, lightning, etc.) or product misuse and accidental damage.

True Submeter shall not be liable for any injury, loss or damage direct or consequential arising out of the use or the inability to use the product. This warranty gives specific legal rights. You may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so that the above limitation of exclusion may not apply to you.

Payment of the Wireless Service Charge covers ONLY cellular transmission fees and monthly flow totalization via the online database and in no way extends any portion of this warranty. This fee does not include out of warranty service or repair nor does it cover access to the website. The website, database, and subsequent data is included in the service charge, as-is, and is not guaranteed under the conditions of this or any other warranty, written or implied. User acknowledges use of the True Submeter website is at your own risk.

**WARNING:** The individual user should take care to determine prior to use whether this device is suitable, adequate or safe for the use intended. Since individual applications are subject to great variation, True Submeter makes no representation or warranty as to suitability or fitness of these devices for any specific application.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS ALSO IN LIEU OF ANY OTHER POSSIBLE LIABILITIES OF THE SELLER OR MANUFACTURER, WHETHER ALLEGED TO ARISE BY AGREEMENT OR BY OPERATION OF LAW. RESPECTING THE SALE, APPLICATION, USE OR FUNCTION OF PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT. IN NO EVENT SHALL THE SELLER OR MANUFACTURER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, REAL OR PERSONAL, ATTRIBUTED TO ITS PRODUCTS, NOR FOR ANY EXCAVATION, REMOVAL, REAPPLICATION, DOWNTIME, CLEANUP, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF MARKET VALUE, LOSS OF RENTAL VALUE OR FOR ANY LOSS OF PROFITS OR OTHER SPECIAL, INCIDENTAL, RESULTING, CONSEQUENTIAL OR EXEMPLARY DAMAGE.