



PRO-RATED WARRANTY QUOTATION

4545 W Brown Deer Rd
Milwaukee WI 53223
PHONE: 800-876-3837

CREATED DATE: July 26 2022
QUOTED BY: Angie Phillips
REQUESTED BY: Brad Wolak
PHONE: 561-573-2480
EMAIL: bwolak@wellingtonfl.gov

BILL TO: Village of Wellington

SHIP TO: Village of Wellington FL

EFFECTIVE DATES: 10/01/2022 - 09/30/2023

SUBJECT TO ANNUAL PRICE INCREASE

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	Pro-Rated Warranty Encoder & Orion ME Replacement	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days

AGE OF ENCODER IN YRS	DISCOUNT OFF LIST / PRODUCT DESCRIPTION	2023 LIST PRICE	DISCOUNTED UNIT PRICE
		<i>annual increases built in</i>	
	PRO-RATED WARRANTY -- HRE 8DIAL ENCODER REGISTER WITH TWIST TIGHT CONNECTOR	\$174.00	
11 , 12	75% DISCOUNT OFF LIST PRICE		\$43.50
13	50% DISCOUNT OFF LIST PRICE		\$46.98
14	50% DISCOUNT OFF LIST PRICE		\$50.46
15	50% DISCOUNT OFF LIST PRICE		\$53.94
16	40% DISCOUNT OFF LIST PRICE		\$62.94
17	30% DISCOUNT OFF LIST PRICE		\$71.94
18	20% DISCOUNT OFF LIST PRICE		\$80.94
19	10% DISCOUNT OFF LIST PRICE		\$89.94
20	10% DISCOUNT OFF LIST PRICE		\$98.94
	PRO-RATED WARRANTY -- ORION ME ENDPOINT WITH TWIST TIGHT CONNECTOR	\$272.00	
11 , 12	75% DISCOUNT OFF LIST PRICE		\$68.00
13	50% DISCOUNT OFF LIST PRICE		\$73.44
14	50% DISCOUNT OFF LIST PRICE		\$78.88



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AGE OF ENCODER IN YRS	DISCOUNT OFF LIST / PRODUCT DESCRIPTION	2023 LIST PRICE	DISCOUNTED UNIT PRICE
15	50% DISCOUNT OFF LIST PRICE		\$84.32
16	40% DISCOUNT OFF LIST PRICE		\$98.32
17	30% DISCOUNT OFF LIST PRICE		\$112.32
18	20% DISCOUNT OFF LIST PRICE		\$126.32
19	10% DISCOUNT OFF LIST PRICE		\$140.32
20	10% DISCOUNT OFF LIST PRICE		\$154.32

Sales Tax: To be quoted at time of order.
Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!

This quotation is an offer, made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-terms.aspx



Badger Meter

ORION® Water Products

with BEACON® AMA

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, reading hardware and software for a BEACON® AMA system, sold on or after June 23, 2021.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE) and Migratable (ME).

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Fixed Network (SE) and ORION Migratable (ME) Water Endpoints ¹	20 years and 6 months after shipment
ORION Cellular LTE-MP Endpoints	10 years and 6 months after shipment
Trimble® T10 Tablet ²	3 years after shipment
Panasonic Toughbook® Laptop for BEACON AMA Mobile Solution ²	3 years after shipment
Trimble® Ranger 7 Handheld ²	3 years after shipment
Trimble Yuma 7 Tablet ²	3 years after shipment
ORION ME, CE Modules ² for Trimble Yuma 7 Tablet and Trimble Ranger 7 Handheld	3 years after shipment
Microsoft® Surface Go 2 Tablet ²	1 year after shipment
ORION Mobile Migratable (ME) Transceiver Kit ² or Classic (CE) Receiver Kit ²	3 years after shipment
Trimble® Ranger 3 Handheld ² and Charging Cradle	3 years after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

¹ Water Endpoints and Endpoint batteries—collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original

² Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

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 (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER 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 BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

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