

WATER METERS					RFP ID: #2526-RFP		
Proposal Pricing					Vendor Name: _____		
Item	Qty	Unit	Description	Unit Cost Direct Read	Unit Cost Encoded Register W/Nicor	Lead Time (days)	
1	0 - 1,500	EA	5/8" X 3/4" Disc				
2	0 - 1,500	EA	1" Disc				
3	0 - 150	EA	1-1/2" Disc				
4	0 - 150	EA	2" Disc				
5	0 - 50	EA	1-1/2" Compound Meters				
6	0 - 50	EA	2" Compound Meters				
7	0 - 25	EA	3" Compound Meters				
8	0 - 25	EA	4" Compound Meters				
9	0 - 3	EA	6" Compound Meters				
10	0 - 50	EA	2" Turbine Meters				
11	0 - 10	EA	3" Turbine Meters				
12	0 - 10	EA	4" Turbine Meters				
13	0 - 2	EA	6" Turbine Meters				
14	0 - 2	EA	8" Turbine Meters				
15	0 - 2	EA	10" Turbine Meters				
16	0-200	EA	5/8" X 3/4" Ultrasonic				
17	0-200	EA	1" Ultrasonic				
16	0 - 50	EA	1-1/2" Ultrasonic Meters				
17	0 - 50	EA	2" Ultrasonic Meters				
18	0 - 25	EA	3" Ultrasonic Meters				

Item	Qty	Unit	Description	Unit Cost Direct Read	Unit Cost Encoded Register W/Nicor	Lead Time (days)
19	0 - 10	EA	4" Ultrasonic Meters			
20	0 - 2	EA	6" Ultrasonic Meters			
21	0 - 2	EA	8" Ultrasonic Meters			
22	0 - 2	EA	10" Ultrasonic Meters			
23	0 - 250	EA	1" Domestic Fire Meters			
24	0 - 25	EA	2" Domestic Fire Meters			
25	0 - 25	EA	3" Fire Hydrant Meter W/Backflow			
26	0 - 25	EA	2" Strainers			
27	0 - 5	EA	4" Strainers			

Vendor Representative Name: \_\_\_\_\_

Vendor Representative Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Be Confident with Sustained Accuracy Over Time

## Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 5/8", 3/4", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900i™ seamlessly integrates R900® radio for easy installation

## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

### Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

### Maximum Operating Water Pressure

- 175 psi

### Operating Water

#### Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

## Options

### Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

### Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

### Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

### Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

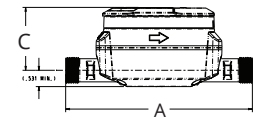
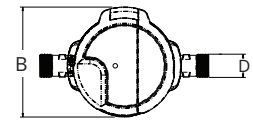
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

## System Compatibility

- All MACH 10 residential ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

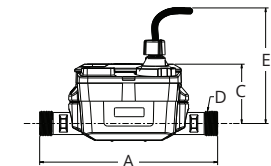
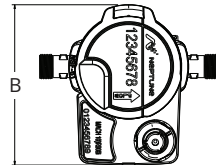
## MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½"
¾"	9"	4⅞"	2⅞"	1" - 11½"
¾" SL	7½"	4⅞"	2⅞"	1" - 11½"
¾" x 1"	9"	4⅞"	2⅞"	1¼" - 11½"
1"	10¾"	4⅞"	2⅞"	1¼" - 11½"
1" x 1¼"	10¾"	4⅞"	2⅞"	1½" - 11½"



## MACH 10®R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½"	5⅞"
¾"	9"	6¾"	2⅞"	1" - 11½"	5⅞"
¾" SL	7½"	6¾"	2⅞"	1" - 11½"	5⅞"
¾" x 1"	9"	6¾"	2⅞"	1¼" - 11½"	5⅞"
1"	10¾"	6¾"	2⅞"	1¼" - 11½"	6⅞"
1" x 1¼"	10¾"	6¾"	2⅞"	1½" - 11½"	6⅞"



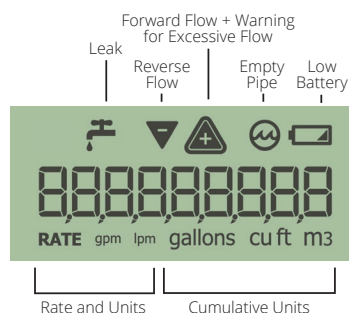
## Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

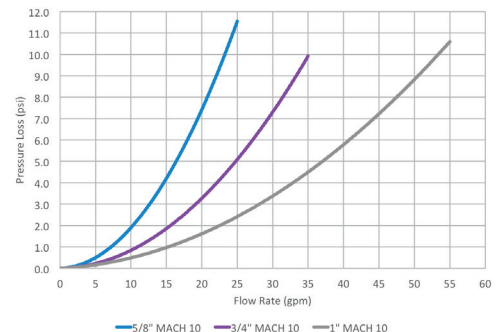
## Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

## LCD DISPLAY



## Pressure Loss



neptunetg.com

Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 f 334-283-7293

# Be Confident with Sustained Accuracy Over Time

## Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 1½" and 2"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH10®)R900i™ features interleaved messages to support AMR, AMI and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL 327B Certified

### Application

- Cold water measurement of flow in potable and reclaim/secondary water applications.

### Maximum Operating Water Pressure

- 175 psi

### Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

## Options

### Sizes

- 1½"
- 2"

### Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

### Meter Options

- Potable water
- Reclaim water

### Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

## System Compatibility

- Available in MACH 10)R900i and MACH 10®)TC configurations for an integrated radio solution.

## Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow @ 100% Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

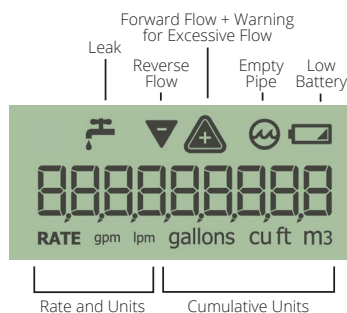
## Dimensions

Meter Size	Length	Height	Flanges
1½"	10"	6¼"	Oval
	13"	6¼"	Oval
	12⅝"	6¼"	Internal Thread
	12⅝"	6¼"	External Thread
2"	10"	6½"	Oval
	15¼"	6½"	Oval
	17"	6½"	Oval
	15¼"	6½"	Internal Thread
	15¼"	6½"	External Thread

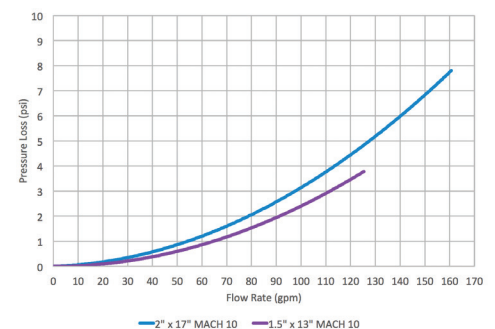
## Registration

High Resolution (8-digit reading)	1½"	2"
1 U.S. Gallons	√	√
1 Imperial Gallons	√	√
0.1 Cubic Feet	√	√
0.01 Cubic Metres	√	√

## LCD Display



## Pressure Loss



**LoRa Alliance Certified™**



Neptune Technology Group  
1600 Alabama Highway 229  
Talladega, AL 36078  
800-633-8754 f 334-283-7293

# Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3" through 12"
- Extended low-flow range for superior leak detection
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Open flow path design with low pressure loss
- Advanced ultrasonic technology with easily replaceable UME design
- Lead free, high-copper alloy maincase
- UL Listed and FM Approved (standard)
- Available in standard turbine and compound lay lengths
- No maintenance

## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL Listed/FM Approved  
(Standard)

Maximum Operating  
Water Pressure

- 175 psi

Operating Water  
Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Environmental Conditions

- Operating temperature:  
+14°F to +149°F (-10°C to +65°C)
- Storage temperature:  
-40°F to +158°F (-40°C to +70°C)

## Applications

- Potable water
- Fire service
- Reclaim water

## Warranty

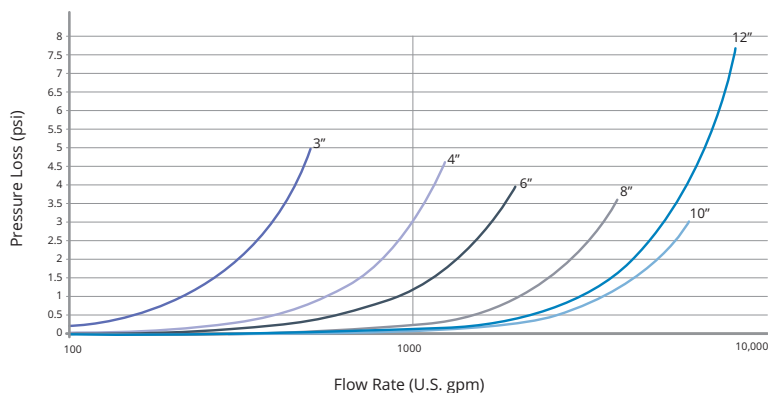
- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

## System Compatibility

- Compatible with Neptune R900® System. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

## Pressure Loss

This chart shows typical meter performance. Individual results may vary.



## Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	
			Normal Operation (Non Fire Service)	Fire Service
3"	0.50 U.S. gpm	0.75 to 500 U.S. gpm	500 U.S. gpm	420 U.S. gpm
4"	0.75 U.S. gpm	1.5 to 1250 U.S. gpm	1250 U.S. gpm	1100 U.S. gpm
6"	1.0 U.S. gpm	2.0 to 2000 U.S. gpm	2000 U.S. gpm	1800 U.S. gpm
8"	4.0 U.S. gpm	6.0 to 4000 U.S. gpm	4000 U.S. gpm	4000 U.S. gpm
10"	6.0 U.S. gpm	10.0 to 6500 U.S. gpm	6500 U.S. gpm	6500 U.S. gpm
12"	8.0 U.S. gpm	12.0 to 8000 U.S. gpm	8000 U.S. gpm	8000 U.S. gpm

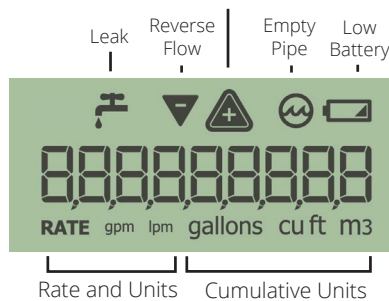
## Registration

High Resolution (8-digit reading)		3"	4"	6" - 12"
1	U.S. Gallons	✓	✓	
10	U.S. Gallons			✓
0.1	Cubic Feet	✓	✓	
1	Cubic Feet			✓
0.01	Cubic Metres	✓	✓	
0.1	Cubic Metres			✓

## LCD Display

9-digit display for extra resolution on manual reads.

Forward Flow + Warning for Excessive Flow

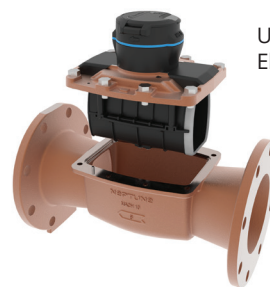


## Dimensions

Meter Size	Length	Height	Weight
3"	12"	9½"	39 lbs
	17"	9½"	42 lbs
4"	14"	11"	51 lbs
	20"	11"	57 lbs
6"	18"	12¾"	79 lbs
	24"	12¾"	91 lbs
8"	20"	15 ⅜"	160 lbs
10"	26"	17 ⅞"	264 lbs
12"	19 ⅞"	20"	292 lbs

## Available Units of Measure

Consumption	Rate
Gallons	GPM
Cubic Feet	GPM
Cubic Metres	LPM



Unitized Measuring Element (UME)



Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 f 334-283-7293



# MACH 10<sup>®</sup> Ultrasonic Meter

## 1. TERMS OF LIMITED WARRANTY

With respect to its Neptune<sup>®</sup> MACH 10<sup>®</sup> water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

### a) Lead Free Bronze Maincase

#### i) 5/8” – 1” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

#### ii) 1½” – 2” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

### b) Electronics (Battery, PCB, Transducers, LCD)

#### i) 5/8” – 1” MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

#### ii) 1½” – 2” MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10 <sup>®</sup>
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

## **2. MACH 10 METER ACCURACY**

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

### **i) 5/8” – 1” MACH 10**

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of  $\pm 3\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

### **ii) 1 1/2” – 2” MACH 10**

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of  $\pm 3\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

## **3. WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer’s test results. If the meter is returned to Neptune without a copy of the test results or if Neptune’s factory test shows the meter to meet Neptune’s published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune’s option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

## **4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune’s liability is limited to its



costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

#### **5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, 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 A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. 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.





# 3” to 12” MACH 10® Ultrasonic Meter

## 1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold on or after August 1, 2021, for potable water or combined potable water and fire service applications, will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

### a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

### b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the unitized measuring element (UME) and/or electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 UME free of charge for the first five (5) years and at a discount of the then-current list price, during the following five (5) years per the schedule to the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10® Replacement Price Discount*
1-5	Full replacement 100%
6	70%
7	60%
8	45%
9	35%
10	25%

*\* Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.*

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

## 2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of ±1.5% for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

### 3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, the meter or UME may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, UME/electronics, or accuracy), whichever is greater.

If a replacement UME is deemed necessary, the new UME will include a new original warranty as specified in Sections 1 and 2 of this Certificate of Warranty.

### 4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

### 5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, 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 A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. 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.