



**STATEMENT OF LIMITED WARRANTY
ACLARA® GRID MONITORING PRODUCTS**

02/15/25

LIMITED WARRANTY. Aclara Technologies LLC (“Aclara”) warrants that with respect to the Aclara Grid Monitoring (AGM) equipment sold hereunder, (a) it will be free from defects in material and workmanship; and (b) it will meet Aclara’s published specifications.

The warranty period for all AGM equipment is eighteen (18) months in duration and shall be calculated as follows: (a) for new AGM equipment the warranty period is 18 months from the date of shipment to the Purchaser; and (b) for new AGM equipment that is sold by an Aclara approved distributor, the warranty period is 18 months from the date of shipment to the Purchaser.

WARRANTY CLAIMS. In the event a breach of a warranty set forth above occurs on or before the 18th month for the scenario described above (the “Warranty Period”), upon prompt written notice of such breach and confirmation that the AGM equipment has been stored, integrated, installed, operated and maintained in accordance with recommendations of Aclara and standard industry practice, Aclara agrees to correct the nonconformity by, at Aclara’s option, repairing any defective part or replacing same. The liability of Aclara to Purchaser for any breach of the above warranties shall not in any event exceed the lesser of Aclara’s cost to replace the AGM equipment or Aclara’s cost of correcting defects in the AGM equipment as herein provided, and upon the expiration of the Warranty Period, all such liability shall terminate. The above warranty shall not include any liability or responsibility for the expense of labor, transportation, installation, removal from the line of service or any other expenses that may be incurred by Purchaser.

TRANSPORTATION. The cost of packing and transporting to Aclara any of the material and equipment provide by Aclara hereunder that fail to conform to the above warranty shall be borne by Purchaser. The Purchaser shall package and ship any and all non-conforming AGM equipment in accordance with Aclara’s packaging requirements. Any failure to do so may void the warranty. Aclara shall package and ship, at Aclara’s expense and at no cost to Purchaser, the repaired or replaced items of material and equipment to Purchaser.

DISCLAIMER. Aclara makes no warranties with respect to any equipment sold under the terms of this Agreement that was not manufactured by Aclara or its contract manufacturers. Aclara shall pass on to Purchaser any warranty of the manufacturer or supplier of such equipment. ACLARA DOES NOT GUARANTEE THAT THE EQUIPMENT AND SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMMUNICATIONS BETWEEN ANY EQUIPMENT AND SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. PURCHASER ACKNOWLEDGES THAT ACLARA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET AND/OR OVER CELLULAR NETWORKS, AND THAT THE SERVICES AND COMMUNICATIONS BETWEEN EQUIPMENT AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ACLARA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CERTAIN EQUIPMENT AND SERVICES PROVIDED MAY BE USED AS TOOLS TO HELP THE PURCHASER WITH THE DIAGNOSIS AND PREDICTION OF NETWORK FAULTS; HOWEVER ACLARA DOES NOT GUARANTEE THAT ALL NETWORK FAULTS WILL BE DIAGNOSED OR PREDICTED, AND ACLARA SHALL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, THAT MAY RESULT FROM A FAULT THAT IS NOT DETECTED, OR THAT IS NOT ACCURATELY DETECTED, BY ANY OF THE EQUIPMENT AND SERVICES.



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NO IMPLIED WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT.

EXCLUSIVE REMEDY: THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL ACLARA'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM ACLARA'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

MODIFICATION OF WARRANTY. Aclara reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.