

RESOLUTION NO. 2018- 86

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, AND CONDITIONS OF A SETTLEMENT AGREEMENT AND RELEASE BETWEEN SENSUS USA INC. AND ST. JOHNS COUNTY FOR THE REPLACEMENT OF CERTAIN WATER METERS AND THE RELEASE OF CLAIMS BY THE COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE ON BEHALF OF ST. JOHNS COUNTY.**

**WHEREAS**, St. Johns County ("County") purchased approximately fifteen thousand (15,000) Sensus iPERL water meters ("Meters") from Sensus USA Inc. ("Sensus"); and

**WHEREAS**, a dispute arose between Sensus and the County regarding the merchantability, condition, operation, and/or suitability of certain of the Meters ("Dispute"); and

**WHEREAS**, following good faith negotiations, Sensus and the County have agreed in principle to resolve the Dispute on the terms, provisions, conditions set forth in the Settlement Agreement and Release attached hereto as Exhibit A and incorporated herein, which include but are not limited to Sensus providing and installing 4,667 replacement meters at no cost or expense to the County, and the County releasing any claims it may have against Sensus resulting from, arising out of, or in any way connected to the Dispute or the underlying facts giving rise to the Dispute; and

**WHEREAS**, entering into the Settlement Agreement and Release serves the interests of the public and the County and resolves uncertainties in the best interest of the public and for a public benefit.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

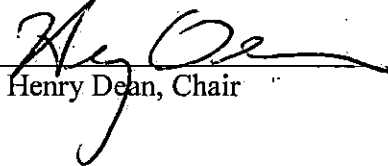
**Section 1.** The above recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, and conditions of the Settlement Agreement and Release between Sensus USA Inc. and St. Johns County, and authorizes the County Administrator, or designee, to execute the Settlement Agreement and Release on behalf of St. Johns County in substantially the same form and format as attached.

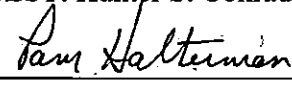
**Section 3.** To the extent that there are scrivener's, typographical, and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of March, 2018.

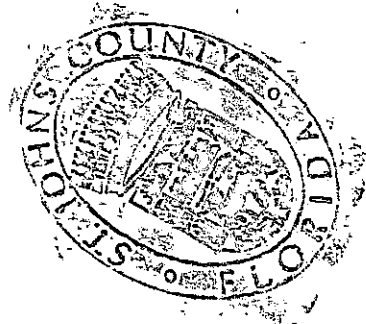
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By:   
Deputy Clerk.

RENDITION DATE MAR 22 2018



## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement"), dated and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), is by and between Sensus USA Inc., a Delaware corporation ("Sensus"), and St. Johns County, a political subdivision of the state of Florida ("County").

WHEREAS, the County purchased approximately fifteen thousand (15,000) Sensus iPERL water meters (the "Meters") from Sensus;

WHEREAS, a dispute arose between Sensus and the County regarding the merchantability, condition, operation, and/or suitability of certain of the Meters (the "Dispute"); and

WHEREAS, following good faith negotiations, Sensus and the County have agreed to resolve the Dispute on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Sensus and the County hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Replacement Meters.

a. Replacement Meters. Sensus shall provide the County with four thousand six hundred sixty seven (4,667) iPERL water meters (the "Replacement Meters") at no cost to the County. The Replacement Meters shall be of like sizes necessary to replace the Meters.

b. Warranty on Replacement Meters. The terms and provisions of Sensus's standard limited warranty attached hereto as Exhibit A shall apply to each Replacement Meter, provided that the warranty period for each Replacement Meter is limited to the time remaining under the original warranty applicable to the Meter it replaced.

c. Disposal of Meters. Upon replacement with Replacement Meters, Sensus shall take possession and ownership of all replaced Meters (the "Replaced Meters"). Sensus shall scrap the Replaced Meters or take such other action as Sensus deems appropriate and Sensus shall own all amounts generated by such activity.

3. Installation of Replacement Meters. The installation of all Replacement Meters shall be at Sensus's sole cost and expense. Sensus may contract with a third-party to perform the installation of the Replacement Meters, subject to approval by the County of the third-party, which shall not be unreasonably withheld. The County shall be responsible only for its own direct and indirect costs and expenses incurred in connection with the replacement.

a. Project Management. The third-party contractor engaged by Sensus shall be responsible for overseeing the installation and shall act as a point of contact for the County.

b. Route Data. The County shall provide Sensus or the third-party contractor with route data from billing to create work orders for the replacement.

4. Release.

a. Release of Sensus. The County, for itself and its affiliates, successors, and assigns, for and in consideration of the terms and conditions of this Agreement, and by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges Sensus and its directors, officers, shareholders, employees, affiliates, distributors, and agents from any and all claims, actions, causes of action, lawsuits, suits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known or unknown, that the County may have against Sensus resulting from, arising out of, or in any way connected to the Dispute or the underlying facts giving rise to the Dispute. The foregoing release is a condition precedent to Sensus entering into this Agreement. It is to be interpreted broadly so as to provide Sensus and the other released parties the maximum protection permitted under law.

b. This Agreement. Nothing in this Section 4 of this Agreement, or anywhere else in this Agreement, is meant to, and does not, release claims and remedies for breach of this Agreement or relieve any party hereto of its obligations under this Agreement.

5. Acknowledgement. Each party hereto understands that the facts in respect of which this Agreement is made may hereafter turn out to be other than or different from the facts now known or believed by it to be true. Each party hereto accepts and assumes all risk of facts turning out to be different, such as any potential claim being greater, different, or more extensive than now known, anticipated, or expected. In spite of this risk, each party hereto agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such mistake, change, or difference in facts. Each party hereto further agrees to waive and relinquish all rights it has or may have under any statute or legal decision providing that a general release does not extend to claims not known or suspected to exist at the time of executing the release, which if known by a claimant might have materially affected the settlement. Each party hereto specifically agrees that this Agreement and all releases set forth herein apply in such case to all such claims.

6. Records Requests. Except as required by law, neither party will directly or indirectly disclose to any non-party the facts or contents of this Agreement, or any documents or communications related to this Agreement or the Dispute, without providing notification to the other party. In the event that a party receives a document request, subpoena, or other legal process, such party shall immediately notify the other party so as to provide an opportunity for said other party to object to challenge the subpoena, request, or other process in court.

7. Joint Effort. The preparation of this Agreement has been a joint effort of the parties hereto and shall not be construed more strictly against any party.

8. Free and Voluntary Agreement. Each party hereto acknowledges and agrees that it has been fully advised by legal counsel concerning the language and legal effect of this Agreement and knowingly enters into this Agreement freely and without coercion of any kind.

9. No Waiver. Any failure by a party hereto to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the rights of either party thereafter to enforce any and each such provision.

10. No Admission. The execution of this Agreement affects the settlement of potential claims and allegations which are disputed, contested, and denied. Each party hereto understands and agrees that nothing herein is intended, nor shall be deemed nor construed to be, an admission of liability by any party in any respect and to any extent whatsoever.

11. Authority. Each person signing this Agreement on behalf of a party hereto represents and warrants that he or she has the legal right, status, and authority to enter into this Agreement on behalf of the party for which he or she is signing. This includes specifically the authority of the representative of the County to execute this Agreement.

12. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without respect to its choice of law rules. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, execution, performance, breach, or termination shall first be resolved by the parties attempting executive level meetings. Notwithstanding the foregoing, either party may pursue equitable relief to prevent irreparable harm (e.g., inappropriate use or disclosure of a party's confidential information) in any court of competent jurisdiction. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.**

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

14. Integration; Modification. This Agreement constitutes the sole agreement of the parties with respect to the terms hereof and shall supersede all oral negotiations and the terms of prior writings with respect thereto. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

15. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

[The next page is the signature page.]

IN WITNESS WHEREOF, Sensus and the County have executed this Settlement and Release Agreement as of the Effective Date.

SENSUS USA INC.

By: Michael J. McGann  
Name: MICHAEL J. MCGANN  
Title: VP, SENSUS AMERICAS

ST. JOHNS COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

Warranty

(see attached)

# Sensus Limited Warranty

G-500 R21

## I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

## II. SR II<sup>®</sup> and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

## III. SR<sup>®</sup> 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

## IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

## V. PMM<sup>®</sup> 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

## VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

## VII. IPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Water Management System Data Sheet available at [sensus.com/iperl/datasheet](http://sensus.com/iperl/datasheet) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The IPERL System warranty does not include the external housing.

## VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

## IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

## X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

## XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactors, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

## XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

## XIII. Batteries, IPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead <sup>®</sup> MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak <sup>®</sup> Instrumentation	1 year
TouchRead <sup>®</sup> Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
5500 series (or older) Hand Held Device	1 year
6500 series Hand Held Device	2 years
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
IPERL System Battery and IPERL System Components	20 years*
Residential Electronic Register	20 years*
Smart Gateway	1 year

\* Sensus will repair or replace non-performing:

- RadioRead<sup>®</sup> MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of each transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- IPERL System Batteries, and/or the IPERL System flowtube, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

## XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a)



returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

**THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.**

#### **XV. Warranty Exceptions and No Implied Warranties...**

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

**THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

**SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.**

#### **XVI. Limitation of Liability...**

**SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.**

**AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND**

**REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.**

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.