



METER

METER Group, Inc. USA Terms and Conditions

CONTRACT FORMATION. All requests for goods and/or services by METER Group, Inc. USA (METER) are subject to the customer's acceptance of these Terms and Conditions. The Buyer will be deemed to have irrevocably accepted these Terms and Conditions of Sale upon the first to occur of the Buyer's issuance of a purchase order or request for goods or services. Unless expressly assented to in writing by METER, terms and conditions different are expressly rejected. No course of dealing between the parties hereto shall be deemed to affect or to modify, amend, or discharge any provisions of this agreement.

PRICES AND PAYMENT. Invoice prices will be based upon METER prices as quoted or at METER list price in effect at the time an order is received by the Seller. Prices do not include any state or federal taxes, duties, fees, or charges now or hereafter enacted applicable to the goods or to this transaction, all of which are the responsibility of the Buyer. Unless otherwise specified on the invoice, all accounts are due and payable 30 days from the date of invoice. Unpaid accounts extending beyond 30 days will be subject to a service charge of 2% per month (24% per annum). Should Seller initiate any legal action or proceeding to collect on any unpaid invoice, Seller shall be entitled to recover from Buyer all costs and expenses incurred in connection therewith, including court costs and reasonable attorney's fees.

RISK OF LOSS AND DELIVERY TITLE. Liability for loss or damage passes to the Buyer when the Seller delivers the goods on the Seller's dock or to the transporting agent, whichever occurs first. The Seller has the right to deliver the goods in installments. Shipping and delivery dates communicated by the Seller to the Buyer are approximate only.

SHIPMENT. In the absence of specific shipping instructions, the Seller, if and as requested by the Buyer, will ship the goods by the method the Seller deems most advantageous. Where the Seller ships the goods, the Buyer will pay all transportation charges that are payable on delivery or, if transportation charges are prepaid by the Seller, the Buyer will reimburse the Seller upon receipt of an invoice from the Seller. The Buyer is obligated to obtain insurance against damage to the goods being shipped. Unless otherwise specified, the goods will be shipped in the standard Seller commercial packaging. When special packing is required or, in the opinion of the Seller, required under the circumstances, the cost of the special packaging shall be the responsibility of the Buyer.

INSPECTION AND ACCEPTANCE. Goods will be conclusively deemed accepted by the Buyer unless a written notice setting out the rejected goods and the reason for the rejection is sent by the Buyer to the Seller within 10 days of delivery of the goods. The Buyer will place rejected goods in safe storage at a reasonably accessible location for inspection by the Seller.

CUSTOM GOODS. There is no refund or return for custom or nonstandard goods.

WARRANTIES. The Seller warrants all equipment manufactured by it to be free from defects in parts and labor for a period of one year from the date of shipment from factory. The liability of the Seller applies solely to repairing, replacing, or issuing credit (at the Seller's sole discretion) for any equipment manufactured by the Seller and returned by the Buyer during the warranty period. SELLER MAKES NO SEPARATE OR OTHER WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FOR A PARTICULAR PURPOSE. There shall be no other obligations either expressed or implied.

LIMITATION OF LIABILITY. Seller will not be liable to the Buyer or any other person or entity for indirect special, incidental, consequential, punitive, or exemplary damages in connection with this transaction or any acts or omissions associated therewith or relating to the sale or use of any goods, whether such claim is based on breach of warranty, contract, tort, or other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. In no event will the Seller's total liability under this contract exceed an amount equal to the total amount paid for the goods purchased hereunder.

WAIVER. In the event of any default under or breach of the contract by the Buyer, the Seller has the right to refuse to make further shipments. The Seller's failure to enforce at any time or for any period of time the provisions of this contract will not constitute a waiver of such provisions or the right of the Seller to enforce each and every provision.

GOVERNING LAW. The validity, construction, and performance of the contract and the transactions to which it relates will be governed by the laws of the United States of America. All actions, claims, or legal proceedings in any way pertaining to this contract will be commenced and maintained in the courts of Whitman County, State of Washington, and the parties hereto each agree to submit themselves to the jurisdiction of such court.

SEVERABILITY. If any of the Terms and Conditions set out in this contract are declared to be invalid by a court, agency, commission, or other entity having jurisdiction over the interpretation and enforcement of this contract, the applications of such provisions to parties or circumstances other than those as to which it is held invalid or unenforceable will not be affected. Each term not so declared invalid or unenforceable will be valid and enforced to the fullest extent permitted by law and the rights and obligations of the parties will be construed and enforced as though a valid commercially reasonable term consistent with the undertaking of the parties under the order has been substituted in place of the invalid provision.

SET-OFF. The Buyer may not set-off any amount owing from the Seller to the Buyer against any amount payable by the Buyer to the Seller whether or not related to this contract.