



METER

METER Group, Inc. USA Water Activity Service Request Form

Company Information

Company

Street Address

City

State

ZIP

Contact Information

First Name

Last Name

Email

Phone

Please fill out this form as completely as possible. **Testing will not commence without a signed copy of these Terms and Conditions.**

Terms and Conditions

CONTRACT FORMATION. All requests for services or testing and or the receipt by METER Group, Inc. USA (“METER”) of any samples submitted for testing and/or consulting services (the “Services”) are subject to the Client’s acceptance of these Terms and Conditions. The Client will be deemed to have irrevocably accepted these Terms and Conditions upon the first to occur of the Client’s issuance of a Purchase Order and/or request for services and/or receipt of a sample for testing. The request for services or testing and these Terms and Conditions constitute the entire agreement between the parties (the “Agreement”) and unless expressly assented to in writing by METER, terms and conditions different, therefore, 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 METER. 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 Client. 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 METER initiate any legal action or proceeding to collect on any unpaid invoice, METER shall be entitled to recover from Client 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 Client when METER delivers the goods on the METER dock or to the transporting agent, whichever occurs first. METER has the right to deliver the goods in installments. Shipping and delivery dates communicated by METER to the Client are approximate only.

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

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

SAMPLES. Client will provide samples for testing. After 30 days samples will be destroyed or, if client requests, will be shipped back at Client’s expense. Client shall abide by all applicable regulations when shipping samples to METER. METER has the right to refuse receipt or testing of any shipment that, in sole discretion of METER, is hazardous, unsafe, unlawful or has been shipped improperly. Client shall bear associated costs including, but not limited to, identification of sample



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content, damage incurred by METER as a result of improper packaging, labeling or omission of documents, and return or disposal of materials.

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

WARRANTIES. METER 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 METER applies solely to repairing, replacing, or issuing credit (at sole discretion of METER) for any equipment manufactured by it and returned by the Client during the warranty period. METER 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.

DISCLAIMER OF WARRANTIES. METER has relied on information supplied by the Client in rendering the services. The results assume the accuracy of such information and that the Client is entitled to share such information with METER. Any information provided by METER in the report or in connection with the services is for the benefit of the Client only and no third-party shall be entitled to rely thereon without the prior written consent of METER. METER warrants only that it shall conform the services to the specifications set forth in the request because of numerous factors affecting results either express or implied. Statements made in the report or in connection with the Agreement shall not be construed as representations or warranties or as inducements of any kind whatsoever.

LIMITATION OF LIABILITY. METER will not be liable to the Client 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 METER total liability under this contract exceed an amount equal to the total amount paid for the goods purchased hereunder.

Client's right to recover damages caused by the negligence or breach of METER with respect to any testing or consulting services shall not exceed the amount actually paid by Client to METER. METER or its designated subcontractor will not be liable for any other damages whatsoever arising from or in any way connected to the Services or the Data. In no event shall METER or its designated subcontractor be liable for any special, indirect, or incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation, prospective profits, expenditures, investments, or commit isotherm.

LITIGATION SERVICES. Client shall notify METER in writing if any services to be performed is in support of pending or contemplated litigation and shall further advise METER of the parties involved in such litigation prior to METER commencing the requested Services. In the event employees or contractors of METER are subpoenaed to testify before any tribunal, panel, official, or judicial officer by the Client or by another litigant in connection with the services, Client shall be responsible to pay METER its costs plus the usual customary hourly rate for METER consulting for the time spent to travel, attend and appear to so testify.

WAIVER. In the event of any default under or breach of the contract by the Client, METER has the right to refuse to make further shipments. Failure of METER 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 METER to enforce each and every provision.

DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, except for issues of non-payment, shall require mediation as a prerequisite to the commencement of legal proceedings. The parties shall share equally in the cost of the mediator and if the parties are unable to agree on a mediator, either party may request that a mediator be appointed by the Judge of the Whitman County Superior Court. Disputes regarding non-payment by a Client for services rendered shall not be subject to the mediation requirement.

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.

