

Badger Meter Terms and Conditions of Sale

PART I – SALE OF GOODS AND/OR SERVICES

The provisions of this Part I apply to Buyer purchasing Goods and Services (defined below) from Badger Meter UK Limited a company incorporated in England and Wales with company number 13668801 with its registered office at Unit 1 & 2 Gatehead Business Park, Delph New Road, Delph, Saddleworth, England, OL3 5DE “Badger Meter”.

1. Definitions. “Buyer” means the party purchasing goods and/or services pursuant to these terms and conditions of sale (“Terms and Conditions”). “Goods” means the Badger Meter goods sold or otherwise provided pursuant to these Terms and Conditions. “Services” means the Badger Meter services provided pursuant to these Terms and Conditions. “Site” means the place or places provided or made available by Buyer to Badger Meter for the purposes of the provision of Services. “Additional Services” means any services that Badger Meter agrees to provide to Buyer under this Agreement (defined below) pursuant to Section 28. “Badger Meter Equipment” means and shall include any and all plant, equipment, machinery, or tools owned and used by Badger Meter in the course of providing Services.

2. Controlling Provisions.

Generally. These Terms and Conditions, the provisions in Badger Meter's quotation, proposal, price list, acknowledgment and invoice, and Badger Meter's warranties described in Section 12 (the "Agreement") constitutes an offer by Badger Meter to provide the Goods and/or Services to Buyer. If these Terms and Conditions are deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Agreement. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Badger Meter hereby objects to and rejects any additional, different or varying terms proposed by Buyer, regardless of whether or when Buyer submitted its purchase order or such terms. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Badger Meter's offer, and Badger Meter's offer shall be deemed accepted without such additional, different or varying terms. Fulfillment of Buyer's order does not constitute acceptance of Buyer's terms and conditions and does not serve to modify this Agreement. **THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN BADGER METER AND BUYER REGARDING THE GOODS AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF BADGER METER.** Badger Meter's sales representatives do not have authority to change this Agreement. Badger Meter reserves the right to correct clerical errors in its documents.

Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this offer and the Agreement on the earliest of the following to occur: (a) Badger Meter's receipt of a copy of this Agreement (or any document incorporating this Agreement) signed by Buyer, (b) Buyer's order of Goods and/or Services after receiving notice of this Agreement, (c) Buyer's payment of any amounts due under this Agreement, (d) Buyer's delivery to Badger Meter

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of any material to be furnished by Buyer, (e) Badger Meter's delivery of the Goods following Buyer's order, (f) Buyer's failure to notify Badger Meter to the contrary within ten (10) days of receipt of this Agreement, or (g) any other event constituting acceptance under applicable law.

3. Storage. If the Goods are not shipped within fifteen (15) days after notification to Buyer that they are ready for shipping, for any reason beyond Badger Meter's reasonable control, including without limitation Buyer's failure to give shipping instructions, Badger Meter may store such Goods, at Buyer's risk, in a warehouse or yard located on Badger Meter's premises, and Badger Meter may at its sole discretion charge Buyer and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices on the stored Goods.

4. Prices. Unless stated otherwise in a governing quotation or tender, prices are stated and payable in U.S. dollars or Euros FCA Badger Meter's Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time "Incoterms". All prices are subject to change based on Badger Meter's selling prices in effect as of the date of shipment. Quoted prices are firm for acceptance, via an order, within the effective dates provided in the quote, shipping within sixty (60) days past the expiration of the quote. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped. Written quotations are void unless accepted within the effective dates listed on the quotation and are subject to earlier change upon notice from Badger Meter. Other Badger Meter publications are maintained as sources of information and are not quotations or offers to sell.

5. Taxes. All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement. Buyer shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but Buyer shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

6. Title and Risk of Loss. All Goods are shipped F.C.A. Badger Meter's Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time). Buyer is responsible for all delivery charges for Goods. Title and risk of loss or damage to Goods passes to Buyer when Goods are moved from Badger Meter's dock into the conveyance vehicle for transport.

7. Payment Terms. Buyer shall pay all invoices within thirty (30) days of the invoice date. Badger Meter reserves the right to establish credit limits for Buyer and may require full or partial payment prior to shipment of any Goods or commencement of any services provided hereunder. All payments shall be made via payment methods allowed by Badger Meter according to instructions provided by Badger Meter. For Buyers outside the U.S., Badger Meter may require cash in advance or a Letter of Credit for payment or security in a form acceptable to Badger Meter. If Buyer does not pay Badger Meter any amount due under this Agreement or any other Agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Badger Meter may, without incurring liability to Buyer and without prejudice to Badger Meter's other lawful remedies (a) terminate Badger Meter's obligations under this Agreement, (b) declare immediately and due payable all Buyer's obligations to Badger Meter,

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(c) change credit terms with respect to any further work or deliveries, (d) suspend or discontinue any further work or deliveries and/or (e) repossess the Goods. Buyer agrees to reimburse Badger Meter for all costs and fees including, without limitation, attorneys' fees and repossession fees incurred by Badger Meter in collecting any sum owed by Buyer to Badger Meter. Any invoices which Buyer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law. Buyer shall not set off amounts due to Badger Meter against claims against Badger Meter.

8. Packaging. Badger Meter reserves the right to select the manner in which Goods are packaged. Special requirements for packing will be subject to extra charges.

9. Delivery. Shipping dates and completion dates quoted by Badger Meter are made in good faith but are not guaranteed; Badger Meter reserves the right to extend shipping dates as it deems necessary in its sole discretion, without incurring liability to Buyer and to make delivery in installments. Time for delivery shall not be of the essence. In the absence of shipping instructions from Buyer, Badger Meter will use its discretion as to the selection of shipping services and routings. Installation of Goods is the responsibility of the Buyer unless otherwise agreed in writing.

If Badger Meter agrees to ship F.C.A. Other U.S. locations (pursuant to Incoterms) within the United States (U.S.), upon receipt of shipment, Buyer must inspect the goods for damage, shortage, or non-conformance. Buyer will make note of damage on the carrier's delivery receipt. Claims for shortages or other errors must be made in writing to Badger Meter within seven (7) days after receipt of shipment and claims for concealed damage must be made to Badger Meter within fifteen (15) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. When the Buyer's carrier and account are used for transit, the Buyer shall be responsible for any claims made for visible and concealed damage and/or loss of partial or complete shipment.

10. Force Majeure. Badger Meter shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Badger Meter including, without limitation, acts of God, terrorism, health-related events (i.e. virus), acts of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, or inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

11. Orders; Changes and Cancellations. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change order so states. No order shall be binding upon Badger Meter until received and accepted by Badger Meter in its sole discretion. Minimum order value is \$200 U.S.D. or EUR 200. Orders submitted to Badger Meter may not be cancelled or amended, or deliveries deferred, by Buyer except with Badger Meter's prior written consent, and then only upon such terms as shall be acceptable to Badger Meter on a product by product basis. In the event of cancellation of an order by Buyer, Buyer shall pay Badger Meter's reasonable costs and expenses, plus Badger Meter's usual rate of profit for similar work, and all cancellation charges imposed by Badger

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Meter's suppliers. Neither Buyer's acceptance of this offer nor any conduct by Badger Meter (including but not limited to shipment of Goods) will oblige Badger Meter to sell to Buyer any quantity of Goods in excess of the quantity that Buyer has committed to purchase from Badger Meter at the time of such acceptance or conduct. Due to continuous efforts to improve and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the quoted or ordered Goods, provided they are in conformance with the requirements of any agreed specifications and do not exceed the prices quoted.

The price payable by Buyer for Services shall be:

- set out in Agreement; or
- with respect to any Additional Services, the price shall be determined in accordance with Section 28.

Any technical support charges incurred, but not included in the Agreement shall be paid by Buyer and governed by Badger Meter's standard prices.

Where a composite price is agreed by Badger Meter for the provision of Services such price shall be subject to any limits or assumptions provided by Badger Meter with respect to that price.

Services are only applicable to locations where there is adequate access for Badger Meter Equipment and are based on the understanding that Services can be progressed continuously, in sequence, and without material delay or disruption while Badger Meter technicians are on Site.

Upon written notice, Badger Meter may at any time before completion of Services, increase the price of Services to reflect any increase in cost to Badger Meter such as but not limited to, any foreign exchange fluctuations, currency regulation, fluctuations in duties or taxes, increase in the cost of labour, materials or other manufacturing costs, any change in delivery dates, quantities or specifications for Services or Badger Meter Equipment at the request of Buyer or any failure by Buyer to comply its obligations under this Agreement.

Where it is agreed that Services will be charged on an hourly basis, Buyer shall pay for all travel time incurred by Badger Meter's personnel in travelling to and from Site and time spent with respect to preparation prior to departure. Timesheets will be submitted to Buyer or Buyer's representative on a weekly basis for Buyer's signature. Where the work period is less than one week, the timesheet will be submitted prior Badger Meter's departure from Site. Badger Meter's decision relating to data inputted on timesheets will be final and binding on Buyer. In the event of any conflict between Badger Meter's timesheets and any other information or records obtained or kept by Badger Meter or Buyer with respect to hours spent by Badger Meter, Badger Meter's timesheets shall prevail.

Charges for transportation of equipment and mobilization will be made with respect to both dispatch of the relevant equipment from and return of the relevant equipment to Badger Meter's premises.

All travel expenses will be charged on the basis of Badger Meter's current daily rates or rates mutually agreed between Badger Meter and Buyer as specified in the Agreement.

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12. Limited Warranties.

Generally. Unless otherwise agreed in a writing signed by an authorized officer of Badger Meter, provided by Badger Meter in a written product-specific warranty or online at

<http://www.badgermeter.com/Company/Legal/Warranty-Policy.htm>, or passed through by Badger Meter from the original equipment manufacturer, Badger Meter warrants the Goods supplied hereunder to be free from significant defects in material and workmanship under normal use and service for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of installation, whichever period shall be shorter (“the Warranty Period”). This warranty applies only to the original purchaser of the Goods and does not apply to Goods that are the subject of negligence, accident, or damage by circumstances beyond Badger Meter’s control, or any improper operation, maintenance, storage, installation or use. This warranty does not apply to Goods or component parts that were not manufactured by Badger Meter and not covered by a Badger Meter or original equipment manufacturers written warranty, all of which are sold “**AS IS**” and without warranty by Badger Meter. This warranty applies only to covered defects that are discovered during the Warranty Period.

failure to provide Badger Meter with written notice of any alleged defect within ten (10) days after its discovery constitutes a waiver of the remedies specified herein. If Badger Meter receives timely notice, and if the Goods are proved to Badger Meter’s satisfaction to have a warranted defect, Badger Meter will, at its own discretion, expense and within a reasonable period of time, either (1) repair, correct or cure the warranted defect(s), or (2) replace the specific Goods at issue, or (3) give Buyer a refund of the price it paid for the Goods, prorated where appropriate to adjust for the value of any conforming Goods or services accepted and retained by Buyer. Any parts of Goods repaired or replaced under warranty are warranted only for the balance of the Warranty Period on the original part that was repaired or replaced. These remedies shall be Buyer’s exclusive remedies (and the sole and exclusive liability of Badger Meter) for any defects or deficiencies relating to or arising out of Goods sold or services performed. All repairs are made on a C.P.T. factory basis (pursuant to Incoterms). **THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO GOODS SOLD OR OTHERWISE PROVIDED BY BADGER METER. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON- INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

Buyer's Obligations. Buyer must satisfy the following obligations in order to be eligible for coverage by the applicable warranty. Prior to using or permitting use of the Goods, Buyer shall determine the suitability of the Goods for the intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that Badger Meter has no post-sale duty to warn Buyer or any other party about any matter or, if such duty exists, Badger Meter satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post-sale duty to warn its customers and indemnifies Badger Meter against any Losses (as defined in Section 17 below) in connection with such duty or failure to warn.

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Buyer agrees to test and evaluate Goods promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application.

Badger Meter does not guaranty the accuracy of information given and recommendations made as to suitability of Goods for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner

13. Intellectual Property. No Intellectual Property (as defined below) is assigned to Buyer hereunder. Badger Meter shall own or continue to own all Intellectual Property used or created in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Badger Meter, and instead vests in Buyer, Buyer agrees to grant and assign and hereby does grant and assign to Badger Meter all right, title and interest that Buyer may have in and to such Intellectual Property. Buyer agrees not to reverse engineer any Goods purchased or provided hereunder. "**Intellectual Property**" means patents and patent applications, inventions, developments and discoveries, whether or not patentable or copyrightable, trademarks, service marks, trade dress, copyrights, trade secrets, designs, drawings, specifications, database rights, rights in and to confidential information and know-how, and any rights analogous to the same anywhere in the world and existing at any time in the Goods or arising out of or relative to the design or manufacture of the Goods or the provision of services, and all other Intellectual Property and proprietary rights.

Any use of Badger Meter's or its affiliates' or suppliers' trademarks in advertisements or promotion must be preapproved in writing by Badger Meter. Buyer agrees to take all steps which Badger Meter may from time to time consider to be necessary to perfect or protect Badger Meter's or its affiliates' or suppliers' rights in Badger Meter's Intellectual Property including, without limitation, executing all necessary assignments, declarations, and other documents requested by Badger Meter from time to time. Upon expiration or termination of this Agreement for any reason, Buyer shall take such steps and execute such documents as Badger Meter requests to cause Badger Meter or its affiliates or suppliers to own all rights in the Intellectual Property and to terminate any rights Buyer or its affiliates may have to use the Intellectual Property. Buyer shall inform Badger Meter promptly of any potential or actual infringement of any of Badger Meter's or its affiliates' or suppliers' Intellectual Property and shall provide all assistance and information required by Badger Meter, at Badger Meter's expense, in connection with any such infringement.

14. Compliance with Laws. Buyer agrees to familiarize itself with and comply with all laws and regulations now or hereafter in effect and applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Goods ("Laws") including, without limitation, to the extent applicable, the U.S. Foreign Corrupt Practices Act and all other anti-bribery laws, all U.S. anti-boycott laws, and the U.S. Export Administration Act and all regulations thereunder.

If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide Badger Meter with copies of freight forwarder (or similar) records regarding Goods exports promptly upon request.

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Buyer shall promptly notify Badger Meter in writing if Buyer receives notice of or otherwise has reason to believe that a violation of any applicable trade laws has occurred or is likely to occur. Buyer assumes all risk with respect to compliance of Goods with applicable Laws (including without limitation all environmental laws in any jurisdiction).

Buyer acknowledges that certain Goods may have restrictions on who can purchase, transport, use, supply, store, sell, offer for sale, lease and/or dispose of ("Actions") the Goods and on how and where such Actions may take place. Buyer agrees to be responsible for determining who may take such Actions and how and where such Actions may take place after Badger Meter's delivery hereunder, and further agrees to ensure that its customers comply with such requirements.

By accepting this Agreement, Buyer confirms that:

- Buyer understands that Goods provided by Badger Meter are subject to U.S. export control laws and regulations, including, without limitation, the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulations;
- Buyer will comply with all applicable U.S., EU, and UN laws and regulations and any other laws, regulations, or orders of similar effect enforced any other applicable jurisdiction whenever we export, re-export, or transfer Product(s) acquired from Badger Meter, insofar as it does not infringe any applicable anti-boycott rule, and acknowledges that the controlling laws and regulations may be amended from time to time;
- Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export, or participation in any export transaction involving Badger Meter's Goods with individuals or companies listed in the United Nations Financial Sanctions List, Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of State Nonproliferation Sanctions, AECA Debarred List; U.S. Department of Treasury's Specially Designated Nationals, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications (SSI) List, Palestinian Legislative Council (PLC) List, The List of Foreign Financial Institutions Subject to Part 561 List, and Blocked Persons Lists; and any additional lists added by the U.S. Government. Buyer will not transfer, export, or re-export, directly or indirectly to any party identified on a restricted party list published by the U.S. government, European Union, or any other government, or to any party otherwise prohibited under any applicable law from receiving Badger Meter Goods;
- Buyer will not use, sell, transfer, export or re-export Badger Meter Goods for use in any related to the development, production, use, stockpiling, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, chemical or biological weapons (i.e. the nuclear, chemical or biological materials/substances themselves could be used in weapons and/or the weapon delivery systems for those materials/substances) ("Weapons"), and that Buyer will not transfer, divert, export, or re-export, directly or indirectly, Goods, including any products developed or manufactured using Badger Meter's Goods, to any party engaged in any such activity. nor use such Goods in any facilities that are engaged in activities related to such Weapons;

This restriction also includes, but is not limited to:

- nuclear explosive activities, safeguarded and unsafeguarded nuclear activities;
- rocket systems or unmanned air vehicles;
- maritime nuclear propulsion;

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- If Buyer is subsequently engaged in the use, development, production, transfer, export or re-export of any Badger Meter Goods, Buyer acknowledges that it may be subject to and responsible for the export licensing requirements of the U.S. government or any other government;
- Buyer acknowledges that it may receive Goods from Badger Meter exported under a written authorization from the U.S. government or any other government and acknowledge that it may be subject to and responsible for conditions subject to this written authorization and/or be subject to and responsible for the re-export licensing requirements applicable to the U.S. government's or any other government's written authorization;
- Buyer will comply with all applicable laws and regulations whenever Buyer transfers, exports, or re-export Goods obtained from Badger Meter, and Buyer acknowledges that the controlling laws and regulations may be amended from time to time; and
- Buyer will provide Badger Meter with information regarding end-user, end-use, and country of ultimate destination if purchasing Badger Meter Goods for anything other than stock inventory.

15. Customer Validation. Badger Meter reserves the right to determine OEM qualifications of any and all buyers to request end customer invoicing in situations where project pricing may have been granted by the factory. Badger Meter reserves the right to determine market definition of any and all buyers and to employ third-party sources, including SIC codes, and/or information about the application or products purchased to determine market definition.

16. Nuclear Disclaimer. The Goods are not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If the Goods are used in a nuclear facility or activity without a supporting quotation, Badger Meter disclaims all liability for any damage, injury or contamination and Buyer shall indemnify and hold Badger Meter, its shareholders, directors, officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all Losses (as defined in Section 17) which they, or any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use. The foregoing shall not be deemed to imply or impose liability on Badger Meter where the Goods are used in a nuclear facility or activity with a supporting quotation; all limitations and exclusions in this Agreement and in Badger Meter's Limited Warranty shall apply.

17. Limitation of Liability.

Cap on Liability. Badger Meter's aggregate liability in any and all claims and 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 Buyer to Badger Meter under this Agreement, whether the Causes of Action are in tort including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

Limitation and Exclusion of Damages. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, BADGER METER'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. BADGER METER SHALL NOT BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DIRECT OR INDIRECT LOST PROFITS OR REVENUES OR DIMINUTION IN

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VALUE, SHUTDOWN OR SLOWDOWN COSTS, OR LOSSES RELATING TO COLLATERAL CONTRACTS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (II) ANY IN/OUT COSTS; (III) ANY MANUAL METER READING COSTS AND EXPENSES NOR (IV) ANY COSTS AND EXPENSES TO REMOVE PRODUCT FOR WARRANTY ANALYSIS, OR RE-INSTALLATION COSTS AND EXPENSES; "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY BUYER IN TRANSPORTING GOOD BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF THE WATER OR GAS THAT PAYS BUYER FOR THE CONSUMPTION OF WATER OR GAS, AS APPLICABLE.

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

Limit on Actions. To the maximum extent permitted by law, no Cause of Action may be instituted by Buyer against Badger Meter 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.

18. Indemnification. Buyer releases and agrees to defend, indemnify and hold harmless Badger Meter its shareholders, directors, officers, employees, agents, affiliates, successors, assigns and customers from and against all claims, liabilities, actions, causes of action, fines, penalties, judgments, demands, damages, losses, costs and expenses, including without limitation attorneys' fees and costs, and including damages arising from personal injury or death, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), arising out of (a) Buyer's or its End User's use of the Goods, (b) breach of this Agreement by Buyer, (c) Buyer's or its End User's products, materials, performance, designs, approvals or instructions, (d) infringement of third party proprietary rights, except to the extent such Losses arise out of a breach of this Agreement by Badger Meter, (e) any violation of Buyer of any law, rule or regulation, (f) any negligence or willful misconduct of Buyer, or (g) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its Representatives, if the infringement would have been avoided without such modification or change. Prior to settling any claims, Buyer will give Badger Meter an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Badger Meter's written consent. In the event of any recall affecting Goods, Badger Meter shall have the right to control the recall process and Buyer shall fully cooperate with Badger Meter in connection with the recall.

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19. Confidentiality.

Generally. Buyer acknowledges that all Badger Meter Confidential Information (as defined below) which may be disclosed to it by Badger Meter or its affiliates or suppliers shall at all times, during and after expiration or termination of this Agreement for any reason, remain Badger Meter's exclusive property, and Buyer shall not acquire any proprietary interest whatsoever therein. Buyer shall (and shall cause its employees and contractors to) keep all Badger Meter Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform this Agreement or as required under applicable law, court order or regulation. As used herein "Badger Meter Confidential Information" means any and all non-public information of Badger Meter, including without limitation the terms of this Agreement, and all non-public data, specifications, equipment and product information, prototypes, drawings, technical information, engineering drawings, forecasts, sales data, "know-how", designs, computer programs, processes, inventions, current and future (unreleased) products and technology, and confidential business information such as cost data, profit margins, sales strategies, supplier information, procurement requirements, employee information, customer preference or needs, customer data and employee capabilities which are not available to the public, unpublished U.S. and foreign patent applications, invention disclosure forms, all technical information about products or services, pricing information, marketing and marketing plans, Goods performance, Goods architecture and design, other business and financial information, software, third party information Badger Meter is required to keep confidential, any materials derived from or based upon Badger Meter Confidential Information, and all trade secrets. Badger Meter Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Buyer. Notwithstanding the foregoing, "Badger Meter Confidential Information" shall not include: (i) any information that is in the public domain other than due to Buyer's breach of this Agreement; or (ii) any information Buyer can demonstrate by documentary evidence was in the possession of the Buyer without restriction prior to disclosure by Badger Meter. Upon expiration or termination of this Agreement for any reason, and otherwise upon Badger Meter's request, Buyer shall, within fifteen (15) days surrender to Badger Meter all plans, drawings, specifications, sketches, literature, samples, documents and other tangible objects and copies thereof relating to Badger Meter Confidential Information and all of Badger Meter's or its affiliates' or suppliers' property. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Badger Meter, its affiliates or suppliers with broader protection than that provided herein.

Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are and shall remain Badger Meter's property. Buyer shall not copy, distribute or communicate to any third party such data without Badger Meter's prior written permission. However, Buyer shall distribute appropriate product data regarding operation, safety and maintenance to the end user.

Personal Information Safeguards This Section will apply unless superseded by a prior agreement. Under this Agreement, Badger Meter will not receive, or have access to, use or store Personal Information (as defined below), unless otherwise notified by Buyer with written notice that such information is pertinent to the transaction. If however, Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, then this will apply (in addition to Section 19 Confidentiality).

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“Data Protection Law” means: (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) Badger Meter’s privacy policy (available [here](#).)

“Personal Information” means any information relating to an identified natural person or a directly or indirectly identifiable natural person.

To the extent Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, Badger Meter will:

- immediately notify Buyer;
- implement and maintain administrative, physical, and technical safeguards (“Safeguards”) that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Badger Meter will not permit access to Personal Information except to those who need to know it in order to perform under this Agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as Badger Meter’s Safeguards;
- upon Buyer’s instruction and in accordance with Badger Meter’s electric record retention policy, delete such Personal Information immediately or return it to Buyer in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Buyer;
- not use the Personal Information for any other purpose than compliance with its’ obligations under this Agreement; and
- if Badger Meter has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (a “Breach”): (a) promptly notify Buyer (b) reasonably assist Buyer in investigating and remedying any incident and any related inquiry or claim; and (c) provide Buyer with reasonable assurance that Badger Meter has corrected all circumstances under Badger Meter’s control that led to the incident.

20. Returns No Goods may be returned for credit or repair without a Returned Material Authorization (RMA) issued by Badger Meter. Badger Meter reserves the right to reject return if Buyer does not get prior authorization and RMA. Authorized return shipments must be returned in original packaging and in good condition to Badger Meter’s designated receiving point, must be accompanied by a packing slip, including Badger Meter’s RMA number, and must have transportation charges prepaid. NO RETURNS ACCEPTED WITHOUT PRIOR BADGER METER AUTHORIZATION EVIDENCED BY A VISIBLE RMA NUMBER ON THE OUTSIDE OF THE PACKAGE. If returned Goods are severely damaged in shipping, based on poor packing, they may not be eligible for credit. Correspondence concerning all returned Goods must be addressed to the appropriate Badger Meter office and party. Badger Meter reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit, plus freight, insurance, packing, import and export costs. Unused or uninstalled product returns received prior to 90 days after invoice date are eligible to be credited back to the customer with Badger Meter approval. Only current versions of other products are eligible to be credited back to the customer.

Badger Meter reserves the right to charge a restocking fee.

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21. Assignment. This Agreement may not be assigned by either party without the written consent of the other (which consent shall not be unreasonably withheld). However, consent will not be required for internal transfers and assignments of Badger Meter, its subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

22. Governing Law and Dispute Resolution. This Agreement shall be deemed as made and accepted in Wisconsin, USA. This Agreement and all disputes hereunder shall be governed by, resolved and construed under the internal laws of the State of Wisconsin without regard to rules relating to conflict of laws. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon expiration or termination of this Agreement for any reason, Badger Meter shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Goods.

VENUE FOR ANY SUIT OR ACTION RELATING TO OR ARISING OUT OF ANY GOODS PURCHASED FROM OR SERVICES PERFORMED BY BADGER METER SHALL LIE EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN MILWAUKEE COUNTY, WISCONSIN, USA, AND BUYER CONSENTS TO THE JURISDICTION OF SUCH COURTS AND AGREES TO APPEAR IN ANY SUCH ACTION UPON WRITTEN NOTICE THEREOF.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Non-Waiver. Failure or delay of Badger Meter to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

25. Government Contracts. If the provision of Goods by Badger Meter under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. or any state or other national government, Buyer shall so notify Badger Meter in advance of order acceptance specifying the mandatory provisions of U.S. state or other national government law which apply.

26. Cumulative Remedies. Badger Meter's rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to Badger Meter at law or in equity.

27. Relationship of Parties. Buyer and Badger Meter are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship.

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Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

PART II – SALE OF SERVICES ONLY

The provisions of this Part II apply in so far as Buyer is purchasing Services from Badger Meter and apply in relation to the provision of Services only. In so far as there is any inconsistency between this Part II and Part I then, in relation to Services, this Part II shall prevail.

28. Additional Services. Badger Meter may agree from time to time in writing to perform services to Buyer under the Agreement in addition to those detailed in the Agreement. Unless agreed otherwise by Badger Meter in writing Additional Services will be provided by Badger Meter on a time and materials basis. Buyer shall pay Badger Meter for all expenses incurred by Badger Meter in the course of supplying Additional Services (including, without limitation, the cost of any materials and other goods supplied). Buyer shall pay a fee for Additional Services which shall be calculated in accordance with any applicable rates set out in the Agreement or, if no applicable rates are set out in the Agreement, Badger Meter's standard daily rate shall apply. This rate is subject to change without notice.

29. Buyer's Obligations.

The Buyer shall at no charge to Badger Meter:

- co-operate with Badger Meter in all matters relating to Services; including providing supplies and support personnel for setup, operation and tear down;
- provide Badger Meter, its agents, subcontractors, consultants and employees, in a timely manner, with access to Site and Buyer's premises and facilities. Upon request, Buyer shall provide Badger Meter with office accommodations and other facilities as reasonably required by Badger Meter for the purposes of providing Services;
- provide to Badger Meter, in a timely manner, such information and data as Badger Meter may reasonably require for the purposes of providing Services and ensure that such information and data are complete and accurate;
- be responsible for preparing and maintaining the Site for Services;
- inform Badger Meter of all health and safety rules and regulations, Buyer policies, and any other reasonable security requirements that apply at Site;
- provide, at Buyer's cost, to all personnel employed by Badger Meter in providing Services, welfare facilities as required under applicable law (including where in the UK, the Workplace (Health, Safety and Welfare) Regulations 1992 (including, without limitation, regulations 20, 23, 24 and 25);
- provide at Site and at Buyer's cost such facilities and utilities as Badger Meter may require for the purposes of providing Services including, without limitation, electricity, lighting, compressed air supplies and hoses, lifting equipment, cranes, rigging, and scaffolding and any other items that may be specifically requested in the Agreement for the performance of Services;
- permit Badger Meter to deliver and store any Badger Meter Equipment or any other items necessary for the performance of Services at Site prior to the agreed date for commencement of Services; and

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- inspect Services upon completion and approve the appropriate timesheet and joint completion certificates before Badger Meter's technicians depart from Site. Unless otherwise agreed by Badger Meter in writing, Badger Meter Equipment shall be delivered EX WORKS (Incoterms 2020) to the location set out in, and on such date as stated in the Agreement and shall be transported by Buyer to Site. Buyer shall ensure that Badger Meter Equipment is stored safely and securely at all times while Badger Meter's Equipment is at Site or under Buyer control and maintained in accordance with any instructions issued by Badger Meter.

30. Site Conditions.

Buyer shall, if required by Badger Meter, provide to Badger Meter, at Buyer's cost:

- such assistance as Badger Meter may require at Site for the purposes of off-loading, positioning and reloading any of Badger Meter's Equipment;
- scaffolding, if required by Badger Meter, and air supply of 140 cfm at 100 psi at the location where Services are to be carried out;
- electricity to the site at 480 Volt, 3 Phase, 60 AMP, or as required by Badger Meter, along with all connections required;
- disposal containers and such personnel of Buyer as required by Badger Meter to assist in the clean-up of the work area and the disposal of waste generated by Badger Meter operations;
- layout of all cut lines and/or drilling locations and Buyer specific procedures;
- any special or additional equipment which may be required to perform Services due to particularly hazardous conditions. These items will be subject to separate negotiation between the Badger Meter and Buyer's duly authorized representatives; and
- adequate radial and axial space around the location where Services shall be performed for equipment mounting and tack welding if required.

Buyer shall be responsible for ensuring all non-Badger Meter personnel remain a safe distance as indicated by Badger Meter from any area where any Services are being undertaken at Site.

Badger Meter shall be permitted to locate its vehicles as close to the area where Services are being undertaken at Site as possible, consistent with Site safety.

All Badger Meter vehicles, Badger Meter Equipment and excess materials brought to Site will at all times remain the property of Badger Meter. Should such vehicles, equipment or material be retained by Buyer for any reason without Badger Meter's written consent, then Buyer shall pay the daily rate as set forth in the Agreement, or if no such rates are specified in the Agreement, per Badger Meter's standard daily rates. If any of Badger Meter vehicles, Badger Meter Equipment or materials are retained for a period in excess of fourteen (14) days, Buyer shall pay Badger Meter for such items in an amount equal to their full replacement value, and Buyer hereby agrees to indemnify Badger Meter for any losses (both direct and consequential) that result from Badger Meter's inability to use the equipment, vehicles and excess materials during this period.

Badger Meter reserves the right to refuse, without any liability or penalty, to provide Services and to allow Badger Meter's personnel to immediately vacate any Site where, in the sole opinion of Badger Meter, performance of Services would pose a risk to the health and safety of any person, including without limitation, as a result of Site, any facilities or equipment provided by Buyer or any failure of Buyer to comply with any of its obligations under the Agreement.

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30. Duties of Badger Meter. Badger Meter warrants to Buyer that Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Agreement and at the intervals and within the times referred to in the Agreement but any such times shall be estimates only and time shall not be of the essence for performance of Services.

Where Badger Meter supplies in connection with the provision of Services any goods supplied by a third party, Badger Meter does not give any warranty or guarantee as to the quality, fitness for purpose or otherwise of such goods, but shall where possible assign to Buyer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Badger Meter.

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