

**NOTE: The most current version of this document can be found at:**  
**[www.aquana.com/legal](http://www.aquana.com/legal), copies of which are available upon request from**  
**[sales@aquana.com](mailto:sales@aquana.com).**

## REAL ESTATE PLATFORM 10-YEAR LIMITED WARRANTY

**Aquana Devices.** As used herein “Aquana Devices” means smart valves and other hardware that is designed and/or branded by Aquana as delivered to end customers of such Aquana Devices (each a “Purchaser”) by Aquana.

**3P Devices.** As used herein “3P Devices” means certain devices and/or equipment manufactured and designed by third parties not affiliated with Aquana.

**WARRANTY.** Aquana warrants, to Purchaser only, that the Aquana Devices which are delivered to Purchaser by Aquana will be free of defects in workmanship or material for a period of ten (10) years from the date of manufacture. Should any failure to conform to this limited warranty occur within ten (10) years from the date of manufacture, Aquana will, subject to your compliance with Aquana’s notification and substantiation procedures described below, correct such defect(s) either by suitable repair or by replacement of the defective Aquana Device, in Aquana’s option in its sole discretion, in accordance with the table below. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. CORRECTION OF NONCONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED IN THIS LIMITED WARRANTY, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF AQUANA TO PURCHASER, WITH RESPECT TO THE AQUANA DEVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

THIS WARRANTY IS NON-TRANSFERABLE, AND NO WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, SHALL PASS THROUGH PURCHASER TO ANY OTHER PERSON OR ENTITY.

Aquana will repair or replace, at its discretion, a non-performing Aquana Device at no cost during the first five (5) years of the warranty and at prorated price discounts during the last five (5) years of the warranty. Aquana will apply these prorated price discounts to the applicable Aquana Device list prices in effect at the time of return and according to the following prorated price discount schedule:

- Year 6 - 50% discount
- Year 7 - 40% discount
- Year 8 - 30% discount
- Year 9 - 20% discount
- Year 10 - 10% discount

## **WARRANTY EXCLUSIONS.**

This limited warranty does not cover:

- any Aquana Devices that have not been stored, installed, utilized, maintained and operated in accordance with both Aquana's requirements and standard industry practice, including, without limitation, the requirement that the remote disconnect valve must be rotated at least once every ninety (90) days in accordance with the Sediment Turn default as programmed in the Valve Control software. Aquana is not responsible for damage arising from failure to follow instructions relating to Aquana Devices. **Failure to update software or firmware as required by Aquana shall constitute a failure to properly utilize, maintain, and operate Aquana Devices.**
- any Aquana Devices that are damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, theft, overcharging, alteration, improper installation, use of special additives, or any unauthorized attempt to repair.
- any Aquana Devices that have not been operated according to the Aquana Network Connectivity Standard for the Aquana Device model purchased (see below)\*.
- any 3P Devices even if packaged or sold with any Aquana Device. Manufacturers, suppliers, or publishers of 3P Devices may provide their own warranties to Purchaser.
- any services provided by third parties not affiliated with Aquana, including but not limited to Internet Service Providers, Cellular carriers, or LoRaWAN network operators.

\* Aquana Network Connectivity Standard by Aquana Device (applies only to Aquana Devices running on battery without AC power capability):

- LoRaWAN AquaSense™ or AquaFlow™ Smart Valve (SV) and AquaLink™ Models
  - Minimum Check-In Interval: 1 hour (60 minutes)
  - Unconfirmed Uplinks
- Cellular AquaFlow™ LTE-M Smart Valve (SV) Models
  - Minimum Check-In Interval: 8 hours (480 minutes)
  - Maximum Check-In Boost: 1 hour Check-In Interval for an 8-hour duration
  - Maximum Percentage of Retries: 10%

- NOTE: If an Aquana Device is configured to check-in more frequently than as provided above, then the warranty associated with the battery is void. Additionally, if any other part of the Aquana Device is impacted by a battery issue caused by such configuration, then the warranty related to such impacted part may also be void depending on Aquana's findings upon receipt and inspection.

Software distributed by Aquana is not covered by this Warranty. Please refer to the End User License Agreement and the Terms of Service agreement accompanying the software for details of your rights with respect to its use.

NOTIFICATION AND SUBSTANTIATION OF WARRANTY CLAIM. If Purchaser believes that any defect in workmanship and/or materials appears in any Aquana Devices to which this warranty applies within the ten (10) year limited warranty period, Purchaser shall notify Aquana in writing of such claim and request authorization to return such Aquana Devices. Purchaser shall deliver the subject Aquana Devices to Aquana, for testing and substantiation of such claim to Aquana's satisfaction at Purchaser's expense. Any costs associated with uninstalling Aquana Devices and re-installing replaced or repaired Aquana Devices will be the responsibility of Purchaser. Aquana shall determine in its sole discretion whether or not such Aquana device is defective, and if Aquana determines that such Aquana Device is defective then Aquana shall either, at Aquana's option and in its sole discretion, repair such Aquana Device or replace such Aquana Device, and ship such repaired or replacement Aquana Device to Purchaser. If Aquana determines that such Aquana Device is not defective shall return such Aquana Device to Purchaser. The warranty period for repaired or replacement Aquana Devices shall not be extended.

LIMITATION OF LIABILITY. AQUANA SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE OR HELD LIABLE TO PURCHASER FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR OUT OF THIS WARRANTY OR OTHERWISE, OR FOR ANY LOSS OF PROFIT, LOSS OF PRODUCT OR BUSINESS INTERRUPTIONS OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT). THE REMEDIES OF PURCHASER, AND ANY AND ALL OTHERS, SET FORTH HEREIN ARE EXCLUSIVE AND THE AGGREGATE MAXIMUM LIABILITY OF AQUANA UNDER OR IN CONNECTION WITH THE AQUANA DEVICE(S) SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE ORIGINAL PRICE OF THE AQUANA DEVICE(S) UPON WHICH SUCH LIABILITY IS BASED.

IT IS PURCHASER'S AND/OR PURCHASER'S CUSTOMER'S RESPONSIBILITY TO CONFIRM THAT THE AQUANA DEVICES SATISFY LOCAL CODES AND STANDARDS.

THE WAIVERS, RELEASES, LIMITATIONS ON LIABILITY AND ON REMEDIES EXPRESSED HEREIN SHALL APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE OR IN THE EVENT OF THE DEFAULT, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER ACTS OR OMISSIONS OF AQUANA AND SHALL EXTEND TO AQUANA'S AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES.

3P DEVICE WARRANTIES. Notwithstanding Aquana's making no warranties of any kind whatsoever with respect to any 3P Devices. In the event Purchaser believes that any 3P Device purchased by Purchaser hereunder is defective Purchaser may notify Aquana in writing and Aquana will use commercially reasonable efforts to facilitate the warranty service.