

Sensus Terms of Sale

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Sensus" means Sensus Chile S.A., a Chilean corporation. "Deliverables" means the Sensus goods and services sold or otherwise provided pursuant to this Agreement. Software licenses are provided solely through a separate Sensus software license.
 2. **CONTRACT OF SALE.** All Sensus Deliverables are offered for sale subject to the prices and other terms specified in (a) the applicable Sensus quotation, proposal or pricelist, and (b) these Terms (together, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Sensus. Such Additional Terms will not become part of the contract of sale unless accepted by Sensus in a writing signed by a vice president (or higher) of Sensus.
 3. **ENTIRE AGREEMENT.** These Terms, the General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), and Sensus' invoice constitutes the entire agreement ("Agreement") between the parties hereto with respect to the subject matter hereof and supercedes any and all prior agreements, understanding or other communications, whether written or oral, formal or informal, between them in respect of the order. No consent, waiver, alteration, amendment, or modification shall be binding unless in writing and signed by a vice president (or higher) of Sensus.
 4. **PRICES.** All prices are subject to change based on Sensus' selling prices in effect as of date of shipment. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped.
 5. **TAXES.** All prices quoted are exclusive of federal, national, state, provincial, and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether federal, national, state, provincial, municipal, or local) imposed on this Agreement or on the Deliverables.
 6. **TITLE AND RISK OF LOSS.** All Deliverables are shipped Ex Works shipping point, prepay freight and add. Title to, and property in, the Deliverables shall pass to Customer upon shipment. Risk of loss of the Deliverables shall also pass to Customer upon shipment.
 7. **PAYMENT TERMS.** Customer shall pay all invoices within thirty (30) days of the invoice date. No deductions, whether by way of set-off, counterclaim, withholding, or otherwise, shall be made by the Customer. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to provision of any Deliverables. All payments shall be made via electronic payment according to instructions provided by Sensus. The Customer must notify Sensus, in writing, within seven days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time provided in this Agreement, the amount due 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. Should Customer become delinquent in payment of sums due hereunder, Sensus shall not be obligated to continue performance.
 8. **PACKAGING.** Sensus reserves the right to select the manner in which Deliverables are packaged. Quoted prices include regular packaging. Special requirements for packaging will be subject to extra charges.
 9. **DELIVERY.** Shipping dates and other dates quoted by Sensus are made in good faith but are not guaranteed. Dates cited for delivery are approximate only. If no dates are specified, Sensus will use its discretion to determine the shipping date. Sensus reserves the right to extend shipping dates and/or to make partial shipments as Sensus deems necessary in its sole discretion, without liability to Customer. In the absence of shipping instructions from Customer, Sensus will use its discretion as to the selection of shipping services and routings. If the Customer fails to take delivery of the Deliverables within seven (7) days of notification that the Deliverables are ready for delivery, Sensus shall be entitled, but is not required, on behalf of the Customer to put the relevant Deliverables into storage at the Customer's expense and risk. Delivery to storage shall constitute delivery to the Customer. Installation of Deliverables is the responsibility of the Customer unless otherwise agreed in writing.
 10. **FORCE MAJEURE.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Sensus, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of any government or level of government, any arrests and restraints, civil disturbances and explosions.
 11. **CANCELLATION.** Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent, and then only upon such terms as shall be acceptable to Sensus.
 12. **WARRANTIES.** Sensus' sole warranty and remedies associated therewith are set forth in the General Limited Warranty found at: <http://sensus.com/regions/south-america/south-america-legal/>, or available at 1-800-METER-IT, which General Limited Warranty is hereby incorporated into these Terms. **THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO DELIVERABLES 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 THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO**
- FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
13. **INTELLECTUAL PROPERTY.** No Intellectual Property is assigned to Customer hereunder. Sensus 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 Sensus, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Deliverables purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, database rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States, Chile, or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto. The Customer waives any moral rights they may have in the Intellectual Property.
 14. **LIMITATION OF LIABILITY.**
 - (a) 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.
 - (b) 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 IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "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.
 - (c) 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.
 - (d) 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.
 - (e) If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Sensus is given the benefit of the exclusions and limitations set out in these Terms. Customer agrees to indemnify, defend, and hold harmless Sensus from and against all Losses (defined below) alleged by any Owner to the extent that Sensus would not be liable to Customer under these Terms if the claim had been made by Customer.
 15. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless Sensus from and against all claims, liabilities, demands, damages, losses, costs and expenses, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), to the extent arising out of Customer's use of the Deliverables,, except to the extent such Losses arise out of a breach of this Agreement by Sensus.
 16. **CONFIDENTIALITY.** Customer shall (and shall cause its employees, contractors and any Owner to) keep all Sensus Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Sensus Confidential Information" means any and all non-public information disclosed by Sensus, including without limitation, all technical information about products or services, pricing information, marketing and marketing plans, provision of Deliverables, performance of the Deliverables, Deliverables architecture and design, other business and financial information, software and all trade secrets. Sensus Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Customer. Notwithstanding the foregoing, "Sensus Confidential Information" shall not include: (i) any information in the public domain other than due to Customer's breach of this Agreement; (ii) any information in the possession of the Customer without restriction prior to disclosure by Sensus; or (iii) any information independently developed by the Customer without reliance on or access to the information disclosed hereunder by Sensus.
 17. **RETURNS.** No Deliverables may be returned for credit or repair without the prior written authorization of Sensus. Authorized return shipments must be returned in good condition to Sensus' designated receiving point, must be shipped in suitable packaging, must be accompanied by a packing slip, including Sensus' Return Authorization Number, and must have transportation charges prepaid. Deliverables are deemed returned upon Sensus' receipt of the relevant Deliverable (in compliance with this section) at the address designated by Sensus. Correspondence concerning all returned Deliverables must be addressed to the appropriate Sensus office. Sensus reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit.

18. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Sensus. Any attempted assignment in violation of this section shall be null and void.
19. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by, construed and enforced in accordance with the laws of Chile. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or purchases hereunder. Any and all Causes of Action shall be referred to and finally resolved by arbitration under the United Nations Commission on International Trade Law Arbitration Rules; provided that: the arbitration shall be completed within twelve (12) months of commencement; the arbitrator shall not grant any awards prohibited under this Agreement; and that the arbitrator shall provide a reasoned opinion in writing for any decision(s) justifying his/her decision(s) using applied legal principles. Such arbitration shall be conducted in Chile in the Spanish language. The award issued by the arbitrator may be enforced in any court of competent jurisdiction under the provisions of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention"). 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.**
20. **COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS.** Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws. (a) **EXPORT CONTROL LAWS.** Customer shall; (i) comply with all applicable federal, national, state, provincial, and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the Deliverables may be directed to countries in violation of any export control laws. By ordering Deliverables, Customer certifies that it is not on any U.S., or other applicable, government export exclusion list. (b) **ANTI-CORRUPTION LAWS.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of Deliverables will occur.
21. **SEVERABILITY.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
22. **NON-WAIVER.** Failure or delay of Sensus 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.