1. DEFINITIONS. “Customer” means the party purchasing goods or services pursuant to these Terms of Sale (“Terms”). “Sensus” means Sensus USA Inc., a Delaware corporation. “Deliverables” means the 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 price list, 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 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 a part of the contract 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 for Additional Terms) (“Proposal”), and Sensus’ invoice constitutes the entire agreement (“Agreement”) between the parties hereto with respect to the subject matter hereof and supersedes 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, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables.

6. TITLE AND LOSS OF PROPERTY. All Deliverables are shipped Ex Works shipping point, prepaid 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 in USD 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 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. Sensus reserves the right not to guarantee. 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 appropriate in its sole discretion. Sensus reserves the right to make partial shipment without liability to Customer for 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 store the relevant Deliverables at the Customer’s expense and risk. Sensus shall have no further obligation to the Customer for the storage of Deliverables. The responsibility of the Customer unless otherwise agreed in writing.

10. FORCE MAJEURE. If Sensus is unable to perform, 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 limitation 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 enemies, border disruption, vehicle impound, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restrictions or prohibitions by any court, board, department, commission or agency of the United States or any States, 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. In addition, EXCEPT AS PROVIDED IN THE GENERAL LIMITED WARRANTY, SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES, 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 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 as the party in first receipt of title to such Intellectual Property and hereby does grant and assigns 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 from Sensus, requests, or transactions with such Deliverables, reverse engineer any Deliverables purchased from Sensus, requests, or transactions with such Deliverables, patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, databases, specifications, drawings, design, software, maskwork, and all 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 or any other country. Customer will not publish or cause to be published 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 LIMITATION 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 IN ANY CASE; (II) ANY LOSS OR LOSSES OF DATA OR PROFITS INCURRED BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOSS OR LOSSES OR PROFITS IS CATEGORIZED AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (III) ANY CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. “INOUT COSTS” MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN SENSUS’ WAREHOUSE AND ITS END USER’S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOOD SENSUS’ WAREHOUSE AND ITS END USER’S PREMISES AND 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 to the formation of the Agreement, and are reasonable. No limitation on liability is to affect the formation, validity, or enforceability of the Agreement.

(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 Sensus 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 waives any and all claims, demands, losses, losses, costs and expenses, in law or in equity, of every kind and nature whatsoever (collectively, “Losses”), to the extent arising out of or in connection with the Deliverables, except to the extent such Losses arise out of a breach of this Agreement by Sensus.

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, to the extent arising out of or in connection with 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” also includes any Confidential 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 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 and in the original packaging. In compliance with this Section, return shipping charges must be accompanied by a packing slip, including Sensus’ Return Authorization Number, and must have transportation charges prepaid. Deliverables are deemed returned when we receive the return shipment with a return authorization number (as referenced in 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 the State of Delaware, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance (“Disputes”) shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Delaware. 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 acceptence 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 U.S., state, 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.