

ADDENDUM

Elster s.r.o. (hereinafter Honeywell) Standard Warranty – Gas & Electricity for deliveries outside the Slovak Republic

Scope of Warranty

The warranties contained in this document apply exclusively to the specified Products known as: Gas Meters, Regulators, Accessory and Spare Parts (the "Product") and supplied by Honeywell under the proposed agreement with the Buyer.

The warranties given in this document in respect of the Product will apply when it is stored, installed, operated, used and maintained in accordance with Honeywell's guidelines which include, but are not limited to, information contained in or proposed agreement with the Buyer, Specifications and Installation Instructions, User and Maintenance Manuals (the "Guidelines"). To the fullest extent permitted by the applicable law, the warranties given in this document in respect of the Products are to the exclusion of any other warranties whether express, implied by law, statute or otherwise incorporated (expressly or by implication) in any agreement between Honeywell and the Buyer.

This warranty applies exclusively to the Buyer (whether a natural or legal person) that purchases the Product directly from Honeywell. The Buyer may extend or vary this warranty to its own customers but Honeywell shall have no liability in relation to any additional warranty unless explicitly agreed to in writing.

Materials and Workmanship

If stored, installed, operated, used and maintained in accordance with Honeywell's Guidelines and subject to the limitations contained in this document, Honeywell warrants that the Product shall be free from defects in design, materials and workmanship for a period of twelve (12) months (the "Warranty Period") after date of delivery by Honeywell to the Buyer.

Electronic Devices Used to Store and Communicate Data

Where the Product is or incorporates an electronic device used to collect and communicate data by radio or a communicating wire and has been stored, installed, operated, used and maintained in accordance with Honeywell's Guidelines, Honeywell warrants that such Product will function in accordance with the Guidelines for the Warranty Period, provided it is not subjected to electromagnetic phenomena such as, but not limited to, un-natural magnetic field, radiation, electro-magnetic pulse or any mechanical intervention leading to the degradation of the ingress protection of the Product.

Such Product may also offer a number of the Buyer configurable data features, that are factory programmed by Honeywell during production of the Product, such as data logging, date stamp marking, leak, burst and tamper alarms. Whilst Honeywell will use all reasonable efforts to ensure that these features comply with the Buyer's requirements on dispatch from the factory, their performance is not warranted. Likewise, radio transmission ranges can vary depending on various factors, including but not limited to environmental conditions and/or installation sites and these ranges are not warranted.

Battery Powered Products

Where the Product incorporates a battery and has been stored, installed, operated, used and maintained in accordance with Honeywell's Guidelines, Honeywell warrants that the battery will operate in accordance with the Guidelines for the Warranty Period, provided the frequency of communication events does not exceed one (1) communication of a normal data set event per day.

If, due to a defect, in the materials and workmanship of the Product there is premature discharge of battery power during the Warranty

Period, then this failure will be covered under the specific materials and workmanship warranty specified above. Evidence of tampering or removal of the battery at any time during the life of the Product will invalidate this warranty.

Remedies

Any Product that fails to meet the terms of the warranty above will be repaired or replaced with equivalent or similar product, at the option of Honeywell, without additional charge to the Buyer. The Buyer is responsible for removing the Product from service, returning it to the factory service centre designated by Honeywell, providing a written or electronic (facsimile or e-mail) claim notice, and for freight costs to and from the service centre. The Buyer is also responsible for reinstalling repaired or replaced product. Products repaired or replaced are warranted for the remainder of the original warranty period or ninety (90) days whichever is longer.

Limits of Warranty

The warranties set forth in this document shall not apply in case of:

- (a) consumable parts, such as protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
- (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;
- (c) any failure, non-conformity or defect of the Product or component thereof caused by any particles in the flow which affect their function outside the normal or standards generally accepted in the industry, or other environmental conditions;
- (d) damage caused by use with another product;
- (e) damage caused by accident, abuse, vandalism, deliberate tampering, theft, mishandling, misapplication, misuse, fire, earthquake or other external cause;
- (f) improper storage, installation and/or damage caused by operating the Product outside Honeywell's Guidelines;
- (g) damage caused by services (including but limited to upgrades, maintenance, repairs and expansions) performed by anyone who is not a representative of Honeywell or authorised by Honeywell to undertake such work;
- (h) a Product that has been modified to alter functionality or capability without the written permission of Honeywell;
- (i) defects caused by normal wear and tear or otherwise due to the normal aging of the Product;
- (j) a Product connected or interrogated by equipment that is not approved by Honeywell for use with such Product;
- (k) negligent acts or omissions or malfeasance of the Buyer or any third party;
- (l) damage to the Product caused by the Buyer or any third party or other conditions beyond the control of Honeywell;
- (m) removal or defacing of any serial number or security seals (in whole or part) from the Product;

Warranties in this schedule are exclusive and in lieu of all other warranties, whether written, express, implied, statutory or otherwise, including without limitation, implied warranties of merchantability, non-infringement, and fitness for particular purpose. The remedies in this schedule are the Buyer's only remedies for breach of warranty.
