

TERMS OF SALE

These Terms of Sale apply when referenced by a pricing summary, quote, or sales order acknowledgment (each a "**Sale Document**") provided by Itron, Inc. or any of its subsidiaries, including Itron Global LLC, the US Branch of Itron Global SARL d/b/a Itron Global Trading (each, "**Itron**").

1. Offer; Acceptance; Exclusive Terms

Each Sale Document is an offer for the sale of goods ("**Equipment**") to the party identified on the Sale Document ("**Customer**") and includes and is governed by these Terms of Sale ("**Terms**"). These Terms supersede all prior agreements, orders, quotations, proposals and other communications regarding the goods referenced in a Sale Document, except that an agreement that is signed by the parties and that expressly purports to govern the provision of such goods shall supersede these Terms. The Sale Document does not constitute Itron's acceptance of any Customer offer or proposal. Customer accepts these Terms and forms a contract by doing any of the following: (a) acknowledging a Sale Document; (b) taking delivery of goods; (c) paying an invoice for goods; or (d) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Sale Document. The Sale Document is conditioned upon Customer's acceptance of these Terms to the exclusion of all other terms. Any additional or different terms proposed by Customer, whether in Customer's purchase order or similar document, are expressly rejected by Itron, and will not become part of the Terms.

2. Equipment Terms

a. Prices; Invoicing; Delivery; Transfer of Risk and Title; Cancellation

- i. Prices set forth in the Sale Document are valid for 30 days from the date of the Sale Document. Itron will invoice Customer for the Equipment upon shipment and make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense.
- ii. Unless otherwise provided in the Sales Document, (a) Equipment is provided FOB Itron's manufacturing facility, and (b) if exported, the Equipment is provided under Incoterms 2010 FCA (named place of delivery). Itron shall pay the freight cost up to the first carrier or terminal. Itron is under no obligation to cover the insurance up to the named delivery point, but does bear all risks of loss or damage until the Equipment is delivered to the named delivery point. Customer bears all risk when the goods have been delivered to the first carrier or terminal. Title to the Equipment and risk of loss shall pass to Customer upon FCA delivery to the Customer and title transfer shall occur after export clearance by Itron but prior to importation by Customer.
- iii. If Equipment does not require export to reach Customer's location, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer, which delivery shall be at made at Customer's expense.
- iv. Returns or cancellations will be handled according to Itron's then-current return or cancellation policy, if any; provided that Equipment delivered in conformity with a purchase order accepted by Itron shall not be returned or exchanged.

b. Limited Equipment Warranty

- i. Warranty and Remedy.

Except to the extent otherwise provided in Attachment A or as agreed otherwise by Itron in writing, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment. Except to the extent otherwise provided in Attachment A or as agreed otherwise by Itron in writing, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A or as agreed otherwise by Itron in writing shall be for Itron, at its own option, to repair non-conforming Equipment or provide Customer with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid during the applicable warranty period to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

- ii. Exclusions

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied or approved by Itron in writing. The warranty provided herein shall be void if the Equipment is modified in a way not previously authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. Software and Services Terms

Any software or services referenced on a Sale Document will be provided pursuant to a separate, written agreement.

4. Payment Terms and Taxes

For invoices not paid within 30 days of the invoice date (or such other period set forth on a Sale Document), in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on a Sale Document, Customer shall pay all amounts owing under a Sale Document in U.S. Dollars. The prices set forth on the Sale Document do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state or applicable governmental agency, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit or other documentation satisfactory to Itron, as applicable. Itron reserves the right to issue a VAT only invoice and charge VAT where it is legally required to do so.

5. Confidentiality

With respect to any information supplied in connection with a Sale Document and designated by either party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under a Sale Document and for no other purpose. The obligations in this section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

6. IP Ownership

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to a Sale Document are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights expressly granted by Itron.

7. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. WAIVER OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL (INCLUDING ANY DAMAGES DUE TO DELAY), SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS OR OTHER FINANCIAL LOSS) OR EXEMPLARY DAMAGES, EVEN IF ITRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. CAP ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR CUSTOMER'S LIABILITY FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON INCLUDING ANY INFRINGEMENT THEREOF OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE TO ITRON UNDER A SALE DOCUMENT. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

10. Governing Law; Venue; Jury Trial

These Terms and performance under any Sale Document will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods and in the U.S., the Uniform Computer Information Transactions Act (UCITA) will not apply to the Terms or to the products or services provided by Itron. Exclusive venue for any claim arising out of or relating to a Sale Document shall be in Spokane County, Washington. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

11. Assignment

Customer may not assign or transfer its interests, rights or obligations under any Sale Document by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment. Itron may assign its interests, rights or obligations under any Sale Document to any affiliated Itron entity upon written notice to Customer.

12. Force Majeure

Neither Party will be responsible for any failure to perform due to causes beyond the Party's reasonable control, including, but not limited to, force majeure events. Notwithstanding the foregoing, Itron shall have no obligation to deliver Equipment to the extent that Customer is unable to pay as a result of a force majeure event.

13. Non-US Itron Subsidiaries

Notwithstanding anything to the contrary in these Terms, if a Sale Document is issued in the name of any Itron subsidiary formed outside of the United States, then (i) these Terms and the performance under such Sale Document will be governed by and construed in accordance with the provincial or state laws of the location in which the Itron subsidiary has its principal place of business as shown on the Sale Document, and the courts of that country shall have exclusive jurisdiction for any dispute arising out of or relating to the Sale Document without reference to such jurisdiction's conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods and (ii) amounts owing under such Sale Document shall be invoiced and paid in the currency specified in the Sale Document.



Attachment A

Warranty Terms

Product	Warranty Terms
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty Centron and Sentinel electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
200W series water endpoints (including battery)	<p>Standard Warranty: Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p>Optional Extended Warranty (if purchased by Customer):</p> <p>For warranty claims in years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 100 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
100W and 60W series water endpoints (including battery)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
Leak Sensor	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>
Upgraded handhelds or mobile collectors	90 days from shipment
METRIS Meters and I-250 Meters	<p>Itron warrants that eighty-five percent (85%) or more of the METRIS Meters or I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter or I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p> <p>Seller's sole obligation and Company's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Seller, at its option, to repair any non-conforming METRIS Meters or I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter or I-250 Meter, Itron will refund to Company the depreciated value of such non-conforming METRIS Meter or I-250 Meter. At the request of Itron, Company will provide evidence of meter's service history to verify warranty coverage.</p>