

**STAR® Indoor MTU Warranty      STAR® Outdoor (Utility Grade) MTU Warranty**  
**STAR® Indoor DCU Warranty      STAR® Outdoor (Utility Grade) DCU Warranty**  
**STAR® MTU Programmer Warranty**

**Basic Warranty:** Ohio Semiconductors of Ca. (OSC Ca.) warrants to the original purchaser of a STAR® product that the product shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for the “full warranty period”. The Warranty Program table below establishes the “full warranty period” commencing on the beginning date for the basic period.

**WARRANTY PROGRAM**

PRODUCT	Beginning Date	Basic Period	Extended Period	Extended % Covered
Indoor MTU	Shipment	5 Years	15 Years	Schedule A
Indoor DCU	Installation	1 Year	N/A	N/A
Outdoor MTU	Shipment	10 Years	20 Years	Schedule B
Outdoor DCU	Installation	1 Year	N/A	N/A
Programmer	Shipment	1 Year	N/A	N/A

Any STAR® product manufactured that within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned, freight prepaid, will be repaired or replaced without charge. An RMA number must be obtained from OSC Ca. before returning units. A STAR® product which has been repaired or replaced will be returned to the purchaser freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR® product shall be the responsibility of the purchaser. OSC Ca. warrants a replacement for the longer of (i) the remaining term of the full warranty period applicable to the STAR® product repaired or replaced or (ii) one year from the date the repaired STAR® product or its replacement is returned to purchaser. OSC Ca. reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

**Extended Warranty:** Subject to the limitations set forth below, OSC Ca., will replace any STAR® product that, after expiration of the full warranty period but before the expiration of the extended period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be pro-rated in accordance with the following table based on the number years of service before failure:

Schedule A	
Years of Service	Replacement Cost Percentage
6	30%
7	35%
8	40%
9	45%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%

Schedule B	
Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR® product price in effect at the time of replacement. The defective product must be returned by the purchaser, freight prepaid; OSC Ca. will pay the freight charges for the return of the replacement to the purchaser. An RMA number must be obtained from OSC Ca. before returning units.

All costs associated with the removal and/or reinstallation of a defective STAR® product shall be the responsibility of the purchaser. OSC Ca. warrants product replaced pursuant to the Extended Warranty for one year from the date the replacement is returned to the purchaser. OSC Ca. reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® product warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) transmissions per day.

OSC Ca. makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Submetering MTUs.

### **STAR® NCC Warranty**

Ohio Semitronics of Ca. (OSC Ca.) warrants to the original PURCHASER of a STAR® Network Control Computer (NCC) that OSC Ca. will provide a computer, which in its best judgment is sufficient to run the NCC Software. The Computer to be supplied will be manufactured and assembled by a nationally recognized computer manufacturer to comply with minimum specifications. OSC Ca. agrees to assign all of its rights and interests in the warranties, if any, provided by the manufacturer of said computer, to the extent that this assignment is permitted by such manufacturer, to the PURCHASER. OSC Ca. will arrange for a three-year on-site repair and service agreement at no additional cost to PURCHASER. PURCHASER's only remedy is to look to the warranty provided by such manufacturer and/or benefits provided by the service agreement with respect to the repair and correction of defects and/or failures in the computer and its components.

OSC Ca. makes no warranty or representation, either express or implied for products or software supplied OSC Ca. but manufactured or licensed by third parties. The warranties for products manufactured or licensed by third parties are limited to those provided by and in effect for the respective manufacturer or licensor.

The NCC Software and Documentation will meet the specifications therefore in effect on the effective date sale. If the NCC Software or Documentation fails to meet this warranty and PURCHASER gives written notice thereof, within one (1) year from date of initial sale, OSC Ca. shall correct the failure, provided that PURCHASER gives detailed information regarding such failure. OSC Ca. shall not be liable for the NCC Software and Documentation warranty provisions if modifications are made to the NCC Software by someone other than an authorized representative.

**THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

THE LIABILITY OF OSC Ca. SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL OSC Ca. BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE INSTALLATION, USE, REMOVAL OR REINSTALLATION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE EQUIPMENT OR DOCUMENTATION. CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, LOSS OF DATA, OR LOSSES SUSTAINED AS A RESULT OF INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF OSC Ca. EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OSC Ca.