

**Executive Order VR-202-D  
Healy Phase II EVR System  
Including Veeder-Root ISD**

**Exhibit 6**

**HEALY PHASE II EVR SYSTEM LIMITED WARRANTY**

Franklin Fueling System/Healy (FFS/Healy) products are warranted for workmanship, performance, and materials when properly installed, used and maintained using the **ARB Approved Installation, Operation and Maintenance Manual**. All FFS/Healy products, subassemblies, and raw materials are fully inspected and tested at the manufacturing facility. FFS/Healy warrants the workmanship and materials to be free of defects for a period in accordance with the provisions stated below:

- The equipment has been installed according to the **ARB Approved Installation, Operation and Maintenance Manual**.
- A Healy Certified Technician qualified to perform service on the defective equipment must perform warranty service. Only Healy Certified Technicians are allowed to perform warranty service. Use of service personnel other than qualified Healy Certified Technicians without prior written approval by FFS/Healy will void the warranty.
- Claims for warranty repair or replacement service must have a written "Returned Material Authorization" (RMA) from FFS/Healy, and must be shipped freight prepaid to FFS/Healy for inspection.
- FFS/Healy, upon inspection at its facilities, and after determination of a warranty claim, will, at its option, repair or replace defective parts returned to its factory. Repaired or replaced parts will be returned freight prepaid by FFS/Healy.
- FFS/Healy is not responsible for labor or materials necessary to disconnect or connect the warranted product for return to FFS/Healy.
- FFS/Healy reserves the right to make changes in the design or to make additions or improvements with respect to its products without incurring any obligation to modify or install same on previously manufactured products, upon written California ARB approval.
- FFS/Healy warrants the workmanship and materials of the following products to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of one (1) year from the date of installation or eighteen months from the date of manufacture from FFS/Healy: Inverted coaxial hoses, Hose adapters, Flow limiters and Breakaways.
- EVR Nozzles 900 Series – New & Rebuilt: Healy Systems Inc. warrants the workmanship and materials to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of one (1) year from the date of installation or eighteen months from the date of manufacture from FFS/Healy. Exclusions: This warranty excludes the field replaceable "rubber/plastic" parts at the front of the nozzle (i.e., boot, scuffguard, face seal assembly, etc.) or the spout or parts that have been subjected to misuse, handling or incorrect installation.
- Vacuum Pump – VP1000: FFS/Healy warrants the workmanship and materials to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of one (1) year from date of installation or twenty-six months from the date of manufacture from FFS/Healy. This applies to the vacuum pump and motor assembly only. The Hardware Kits, Vapor Kits, Electrical Kits and Interface modules are warranted for workmanship and materials to be free of defects for a period of one (1) year from date of installation or eighteen months from the date of manufacture from FFS/Healy.
- Clean Air Separator – FFS/Healy warrants the workmanship and materials to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of five (5) years from the date of installation or 60 months from the date of manufacture from FFS/Healy. This warranty is void if the Clean Air Separator fails to meet the performance standards as a result from damage to the tank due to corrosion. The Lockable ball valves, Locks, Master key, and Float check valve shipped with installation kit, are warranted for one (1) year from the date of installation or eighteen months from the date of manufacture from FFS/Healy.

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- **General Exclusions:** This warranty shall not apply to any product which has been altered in any way, which has been repaired by any party other than Healy Certified Technicians, or when such failure is due to misuse or conditions of use. Use of non-Healy replacement parts, the unauthorized addition of non-Healy items to equipment, and the unauthorized alteration of equipment void this warranty. FFS/Healy shall, as to each defect, be relieved of all obligations and liabilities under a components warranty if the vapor recovery system or components have been operated with any accessory, equipment, or a part not specifically approved by FFS/Healy and not manufactured by FFS/Healy to FFS/Healy design and specifications. FFS/Healy makes no warranty with respect to the performance of equipment or performance of services under this agreement, express or implied, and FFS/Healy hereby disclaims the implied warranties of merchantability and fitness for a particular purpose.
- This warranty shall not cover any FFS/Healy components that have been in contact with fuels containing greater than 15% methanol, 15% ethanol, or 15% MTBE by volume. Any component(s), which is exposed to M85/E85 fuel (or other alcohol-rich fuel), is not covered under the FFS/Healy warranty.

This warranty is a limited warranty. Anything in the warranty notwithstanding, implied warranties for fitness, particular purpose and merchantability shall be limited to the duration of the express warranty. FFS/Healy expressly disclaims and excludes any liability for consequential or incidental damage for breach of any express or implied warranty.

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# **Veeder-Root Environmental Equipment Warranty Policy**

## **Warranty Policy**

### **TLS-350R and TLS-350 Plus Monitoring Systems**

We warrant that this product shall be free from defects in material and workmanship for a period of one (1) year from the date of installation or twenty-four (24) months from the date of invoice, whichever occurs first. During the warranty period, we or our representative will repair or replace the product, if determined by us to be defective, at the location where the product is in use and at no charge to the purchaser. Lamps and fuses are not covered under warranty.

We shall not be responsible for any expenses incurred by the user.

This warranty applies only when the product is installed in accordance with Veeder-Root's specifications, and a Warranty Registration and Checkout Form has been filed with Veeder-Root by an authorized Veeder-Root Distributor. This warranty will not apply to any product which has been subjected to misuse, negligence, accidents, systems that are misapplied or are not installed per Veeder-Root specifications, modified or repaired by unauthorized persons, or damage related to acts of God.

If "Warranty" is purchased as part of the Fuel Management Service, Veeder-Root will maintain the equipment for the life of the contract in accordance with the written warranty provided with the equipment. A Veeder-Root Fuel Management Services Contractor shall have free site access during Customer's regular working hours to work on the equipment. Veeder-Root has no obligation to monitor federal, state or local laws, or modify the equipment based on developments or changes in such laws.

### **ISD Components (Vapor Flow Sensor, Vapor Pressure Sensor & Software)**

We warrant that these components shall be free from defects in material and workmanship and will comply with the performance standards of the California ARB CP-201 section 10 as amended May 25, 2006 for a period of one (1) year from the date of installation or twenty four (24) months from the date of invoice, whichever occurs first. We will repair or replace the product if the product is returned to us transportation prepaid by the user, within the warranty period, and is determined by us to be defective. This warranty will not apply to any product

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which has been subjected to misuse, negligence, accidents, systems that are misapplied or are not installed per the **ARB Approved Installation, Operation and Maintenance Manual**, modified or repaired by unauthorized persons, or damage related to acts of God. We shall not be responsible for any expenses incurred by the user.