

**Executive Order VR-202-O**  
**Healy Phase II EVR System**  
**Including In-Station Diagnostic (ISD) Systems**

**Exhibit 6**  
**MANUFACTURER WARRANTIES**

This exhibit includes the manufacturer warranties for all components listed in Exhibit 1, including replacement parts and subparts. The manufacturer warranty tag, included with each component, shall be provided to the service station owner/operator at the time of installation.

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**FRANKLIN FUELING SYSTEMS ENHANCED VAPOR RECOVERY LIMITED WARRANTY**

Franklin Fueling Systems (FFS) Enhanced Vapor Recovery (EVR) products are offered for sale under the brand names of Healy, INCON, Phil-Tite, EBW, and Franklin Fueling Systems (collectively referred to as “FFS EVR products”). FFS EVR products are fully tested at the time of manufacture to meet the applicable performance standards and specifications to which it was certified by the California Air Resources Board (CARB) for the duration of the warranty period, as indicated in the related CARB Executive Order (EO). Performance standards and specifications are listed in Exhibit 2 (System Specifications) and Exhibit 3 (Manufacturing Performance Standards and Specifications) in the related CARB EO.

FFS warrants that FFS EVR products installed in California will conform to the warranty terms and conditions required by the California Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities (CP-201) with respect to (a) transferability of warranties for FFS EVR products, (b) design changes to FFS EVR products, (c) performance specifications of the FFS EVR products, and (d) duration of the warranty period of FFS EVR products.

FFS EVR products are warranted to the initial purchaser, and any subsequent

purchaser within the warranty period, for workmanship, performance, and materials when properly installed, used and maintained in accordance with the CARB Approved Installation, Operation, and Maintenance Manuals by certified technicians or an owner/operator as defined in the related CARB EO and to generally accepted industry standards.

FFS reserves the right to make changes in the design or to make additions or improvements with respect to FFS EVR products without incurring any obligation to modify or install same on previously manufactured products, upon written approval from CARB.

FFS reserves the right to change or cancel all or any part of this limited warranty, upon written approval from CARB. Any such change or cancellation will be effective for products sold by FFS after the date of such change or cancellation. No agents, distributors, dealers, or employees of FFS are authorized to make modifications to this warranty or to make additional warranties with respect to any FFS EVR products. Accordingly, any statements made by individuals, whether oral or written, shall not constitute a warranty of FFS and shall not be relied upon.

FFS warrants the workmanship and materials of FFS EVR products to be free of defects, at the time of sale by FFS, for a period of one year (12 months) from the date of installation. When warranty for FFS EVR products cannot be verified to date of installation, claims will be honored for a period of fifteen (15) months from the date of purchase. When warranty for FFS EVR product cannot be verified to date of installation or date of purchase, claims will be honored for a period of eighteen (18) months from date of manufacture by FFS (for location of date of manufacture on components, see related CARB EO Exhibit 1 – Equipment List). In all cases, installation date or purchase date will require providing formal documentation to FFS as evidence of applicable warranty coverage or date of manufacture will be used to determine duration of warranty period. Formal documentation may include, but is not limited to, FFS authorized service company and distributor work orders, startup/installation documentation, maintenance logs, and/or sales receipts.

FFS shall not be liable for any loss or damage whatsoever, including, without limitation, loss in profits, loss in sales, loss of fuel or other products, loss of use of equipment, facilities or service, costs of environmental remediation, diminution in property value, or any other special, incidental or consequential damages of any type or nature, and all such losses or damages are hereby disclaimed and excluded from this limited warranty.

Use of non-FFS replacement parts, the unauthorized addition of non-FFS items to FFS EVR products, and the unauthorized alteration of FFS EVR products will void warranty. FFS shall, as to each defect, be relieved of all obligations and liabilities under a components warranty if the FFS EVR products have been operated with any accessory, equipment, or a part not specifically approved by FFS and not manufactured by FFS to FFS design and specifications.

FFS EVR product warranty shall not apply to any products which have been

mishandled, incorrectly installed or applied, altered in any way, which has been repaired by any party other than qualified technicians, or when such failure is due to misuse or conditions of use (such as, but not limited to, blown fuses, sheared breakaway screws, corrosion damage, negligence, accidents, or normal wear of plastic/rubber parts including scuff guards and seals). FFS EVR product warranty shall not apply to acts of terrorism, acts of war, or acts of God (such as, but not limited to, fire, flood, earthquake, or explosion). Unless otherwise expressly provided in a specific FFS written warranty, FFS does not provide coverage for labor or shipping charges, shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or any tools, supplies, or equipment need to install, repair, or remove any FFS EVR product.

Other than those FFS EVR products specifically designated for fuel concentrations of 85% ethanol with 15% gasoline (E85), FFS EVR product warranty shall not cover any components that have been in contact with fuel concentrations greater than 15% ethanol or 15% methanol by volume (up to E15/M15).

Claims for FFS EVR product warranty must be submitted in writing promptly after discovery of a defect with a Returned Goods Authorization (RGA) Number from FFS. FFS will honor warranty claims processed through FFS authorized service companies and distributors only. FFS will honor warranty claims submitted no more than thirty (30) days after the end of the applicable warranty period. Product returned for warranty inspection must be shipped freight prepaid to FFS's facilities, with the RGA Number indicated on the returned product, to the following address for inspection:

INCON branded products:  
Franklin Fueling Systems, Inc.  
ATTN: Warranty Department  
34 Spring Hill Road  
Saco, ME 04072 USA

All other FFS EVR Products:  
Franklin Fueling Systems, Inc.  
ATTN: Warranty Department  
3760 Marsh Road  
Madison, WI 53718 USA

Franklin Fueling Systems, upon inspection and after determination of a warranty defect, will at its option, repair or replace defective parts returned to FFS's facility or where the product is in use. Repaired or replaced parts will be returned freight prepaid by FFS.

A copy of this limited warranty is to be retained with the equipment, on-site with the facility owner / operator.

Component Model Number: \_\_\_\_\_

Component Date of Manufacturer: \_\_\_\_\_

Component Install Date: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Installer Name: \_\_\_\_\_

Installer Signature: \_\_\_\_\_

**GOODYEAR MAXXIM PREMIER™ PLUS HOSE WARRANTY**

**WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN**

**CALIFORNIA:** Seller warrants Product(s) consisting of vapor recovery system equipment used in California ("California Vapor Recovery Product(s)") to meet the performance standards and specifications to which such Product(s) were certified by the California Air Resources Board for a period of one (1) year from the date of installation. This warranty extends to Buyer and any subsequent Buyer of the California Vapor Recovery Product(s). **SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.**

**Warranty Card**



**WARRANTY TAG**

PART #: \_\_\_\_\_  
 INSTALLATION DATE: \_\_\_\_\_ NAME OF INSTALLER: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_

This hose was factory tested to and met all applicable performance standards & specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test Procedures, Exhibits, and UL Standard 330.

The manufacture date is represented by a 4 digit julian date code stamped on the hose fitting.  
 Example: "1021" represents the 102nd day of 2011.

1. Complete warranty tag at time of installation.
2. Return warranty tag or other evidence of purchase and installation with hose for any necessary warranty claims.

**WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN**

**CALIFORNIA:** Seller warrants Product(s) consisting of vapor recovery system equipment used in California ("California Vapor Recovery Product(s)") to meet the performance standards and specifications to which such Product(s) were certified by the California Air Resources Board for a period of one (1) year from the date of installation. This warranty extends to Buyer and any subsequent Buyer of the California Vapor Recovery Product(s). **SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.**



## VEEDER-ROOT WARRANTY

This warranty applies only when the product is installed in accordance with Veeder-Root's specifications by Veeder-Root certified installers. 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. Veeder-Root is not liable for incidental, consequential, or indirect damages or loss, including, without limitation, personal injury, death, property damage, environmental damages, cost of labor, clean-up, downtime, installation and removal, product damages, loss of product, or loss of revenue or profits. This warranty applies to the initial purchaser and any subsequent purchaser for the duration of the warranty period. THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

### TLS-350R, TLS-350 PLUS, TLS-350J AND TLS-300I/C, AND TLS2 MONITORING SYSTEMS

We warrant that this product shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified, for a period of one (1) year from the date of installation when proof of date of installation is provided or twenty-four (24 months) from the date of manufacture when proof of date of installation is not provided. 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, FUSES, AND LITHIUM BATTERIES ARE NOT COVERED UNDER THIS WARRANTY.

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.

### MODULES, KITS, OTHER COMPONENTS (PARTS PURCHASED SEPARATE OF A COMPLETE CONSOLE)

We warrant that this product shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified, for a period of one (1) year from the date of installation when proof of the date of installation is provided or fifteen (15) months from the date of manufacture when proof of date of installation is not provided. We warrant that the lithium batteries (excluding EVR BATTERY PACK) shall be free from defects in material and workmanship for a period of three (3) months from date of invoice. We will repair or replace the product if the product is returned to us; transportation prepaid by user, within the warranty period, and is determined by us to be defective. LAMPS AND FUSES ARE NOT COVERED UNDER THIS WARRANTY.

## IN STATION DIAGNOSTICS (ISD)

For components used in ISD systems (Vapor Flow Sensor, Vapor Pressure Sensor, Software, TLS RF, Wireless Repeater, Wireless Transmitter & Wireless Receiver), excluding LAMPS, FUSES, AND LITHIUM BATTERIES, the following warranty applies:

We warrant that this product shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified,, for a period of one (1) year from the date of ISD start-up when proof of the date of install is provided or twenty-four (24) months from the date of manufacture when proof of date of installation is not provided. During the warranty period, we and 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, at no charge to the purchaser.

For ISD components installed after the initial ISD start-up, we warrant that these products shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified, for a period of one (1) year from the date of installation when proof of the date of install is provided or fifteen (15) months from date of manufacture when proof of date of installation is not provided. We will repair or replace the product if the product is returned to us; transportation prepaid by user, within the warranty period, and is determined by us to be defective.

## EVR BATTERY PACK

We warrant that this product shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified, for a period of one (1) year from the date of installation when proof of the date of install is provided or fifteen (15) months from the date of manufacture when proof of date of installation is not provided. The replacement EVR Battery Pack warranty period will be the REMAINING warranty period of the original EVR Battery Pack. LAMPS, FUSES, AND LITHIUM BATTERIES OTHER THAN THE EVR BATTERY PACK, ARE NOT COVERED UNDER THIS WARRANTY.

### Warranty Card Language

## EQUIPMENT WARRANTY



Veeder-Root warrants that this product shall be free from defects in material and workmanship and is compliant with all applicable performance standards and specifications for which it has been certified, for a period of one (1) year from date of installation when proof of the date of install is provided, or either twenty-four (24) months or fifteen (15) months from date of manufacture (see terms below) when proof of date of installation is not provided.

Date of manufacture: \_\_\_\_\_

\*Product S/N: \_\_\_\_\_

\*Date of installation: \_\_\_\_\_

\*Technician number: \_\_\_\_\_

*\*Required Information*

This component was tested at the time of manufacture and meets all the applicable performance standards and specification to which it was certified: E.O. VR-202, VR203 and VR-204.

For detailed warranty terms see EO warranty exhibits (VR-202 Exhibit 6, VR-203/VR-204 Exhibit 3) on the ARB Web site at <http://www.arb.ca.gov/vapor/eo-evrphasell.htm>

\*Installation Address:

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_