Executive Order VR-203-J
VST Phase II EVR System

Exhibit 3
Manufacturing Performance Specifications and Warranties

The Phase II EVR Systems and all components shall be manufactured in compliance with the performance standards and specifications in CP-201 (amended May 25, 2006), as well as the requirements specified in this Executive Order. All components (Exhibit 1) shall be manufactured as certified; no change to the equipment, parts, design, materials or manufacturing process shall be made unless approved in writing by the Executive Officer or Executive Officer delegate. Unless specified in Exhibit 2 or in the ***ARB Approved Installation, Operation and Maintenance Manual***, the requirements of this section apply to the manufacturing process and are not appropriate for determining the compliance status of a gasoline dispensing facility.

Part Ia - VST Manufacturing Performance Specifications

1. NOZZLES

a. The vapor valve leak rate of every nozzle shall not exceed 0.07 cubic feet per hour (CFH) at a pressure of +2 inches water column (WC) when tested in accordance with the latest version of TP-201.2B, "Flow and Pressure Measurement of Vapor Recovery Equipment".

b. The automatic shut off feature of every nozzle is tested at all service clip settings as well as handheld in accordance with Underwriters Laboratories (UL) Standard 842.

c. The primary and secondary shut-off mechanism of every nozzle shall be identical to the design that passed the California Department of Food and Agriculture Division of Measurement Standards Article 2 (DMS 6-6-97).

d. Every nozzle is manufactured to the specifications that passed all tests conducted during the ARB certification for the following:

TP-201.2C -	Spillage from Phase II Systems
TP-201.2D -	Post-Fueling Drips from Nozzles
TP-201.2E -	Gasoline Liquid Retention in Nozzles and Hoses
TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

e. Every nozzle vapor collection boot is manufactured such that the force necessary to compress the nozzle bellows 0.5 inches is in the range of 10-16 pounds force.

f. The terminal end of every nozzle shall be manufactured in accordance with the specifications referenced in Section 4.7.3 of CP-201.

2. COAXIAL HOSES

a. Every coaxial hose is tested for continuity and pressure tests in accordance with UL Standard 330.

b. Every coaxial hose is manufactured to the standards and specifications that passed all tests conducted during the ARB certification for the following:

Exhibit 5 -	Liquid Removal Test Procedure
TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

3. BREAKAWAY COUPLINGS

a. Every breakaway coupling is tested for continuity and pressure tests in accordance with UL Standard 567.

b. Every breakaway coupling is manufactured to the standard that passed all tests conducted during the ARB certification for the following:

TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

4. VST ECS MEMBRANE PROCESSOR

a. Every ECS Membrane Processor is subjected to a VST Pressure Decay Test to verify pressure integrity.

b. Every ECS Membrane Processor is subjected to a VST Heat Trace Cable Continuity Test to ensure proper connections.

c. Every ECS Membrane Processor is subjected to a VST operability test to ensure proper rotation and operation of the blower motor and vacuum pump.

Part Ib – VST Warranty

This limited warranty is given by Vapor Systems Technologies, Inc. (hereinafter VST) to the purchaser of systems or products manufactured by it. VST products are warranted to be free from defect in material and workmanship under normal use, service, proper installation, and maintenance practices per manufacturer specifications.

VST warrants the materials and workmanship to be free from defects in accordance with the following provisions:

- This warranty will not apply to any products or systems that have:
  - been subject to misuse, abuse, tampering, negligence, accident, or drive off;
  - been misapplied, improperly installed, or not installed per VST's instructions or specifications;
  - been modified, altered, rebuilt or repaired by unauthorized persons or outside the criteria of VST specifications;
  - not been properly maintained in accordance with the system's or product's periodic maintenance schedule; or
  - been subject to damage resulting from acts of God.

- Use of VST products on non-UL systems or use that falls outside intended field of use voids any stated or implied warranty.
- The warranty for the material and workmanship of the systems or products extends to the purchaser and the duration of this warranty is TWELVE (12) MONTHS from the time of installation up to a maximum of EIGHTEEN (18) MONTHS from date of shipment, provided the Product Warranty Card is returned to VST. If the Product Warranty Card is not returned to VST, the warranty period is TWELVE (12) MONTHS from the date of shipment.
- VST warrants the material and workmanship of spare and/or replacements parts for NINETY (90) DAYS from the date of shipment.
- In the event of a warranty claim, the purchaser/distributor must obtain a copy of a Return Goods Authorization (RGA) from VST prior to returning product so as to insure proper processing. All warranty claim returns must be shipped freight prepaid by the purchaser/distributor.
- Warranty status will be determined upon inspection at VST's facility within THIRTY (30) DAYS of receipt of the warranted products. All returned merchandise deemed *Not Under Warranty*; will be held by VST for SEVEN (7) BUSINESS DAYS prior to disposal. Return of this product to the purchaser/distributor will require purchaser/distributor to issue a call tag within SEVEN (7) BUSINESS DAYS of notification.
- Repair or replacement of the warranted product is the **EXCLUSIVE REMEDY** under the terms of this warranty.
- This warranty does not cover any components exposed to contact with fuels containing greater than 5% methanol, 10% ethanol, or 15% MTBE by volume or any exposure to M85/E85 fuel.
- This warranty does not cover and VST is not liable for, incidental, consequential and/or indirect damages or loss including, but not limited to, personal injury, death, property damage, environmental damage, cost of labor, clean-up, downtime, installation and removal, product damage, and loss of product, revenue or profits.
- VST is not liable for any claims or lawsuits against the purchaser/distributor.
- VST is not responsible for labor or materials necessary to disconnect or connect the warranted product for return to VST.
- Use of non-VST replacement parts, the unauthorized addition of non-VST items to equipment, and the unauthorized alteration of equipment and/or systems voids this warranty.
- VST, as to each defect, shall be relieved of all obligations and liabilities under this Limited Warranty if the vapor recovery system(s) or components have been operated with any accessory, equipment, or a part not specifically approved by VST, and not manufactured by VST to VST design and specification, or parts not specifically approved by CARB to be used with VST products.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES.

VST MAKES NO OTHER WARRANTIES (WHETHER WRITTEN OR ORAL), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND ANY OTHER SUCH WARRANTIES ARE HEREBY DISCLAIMED.

VST NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME FOR IT OR BIND IT TO ANY OTHER LIABILITY OR OBLIGATION RELATED TO OR IN CONNECTION WITH THIS LIMITED WARRANTY.

VST products should be used in compliance with applicable federal, state, and local laws and regulations.

VST reserves the right to make changes at any time to prices and designs, or make additions or improvements with respect to its products, without incurring any obligation to modify or install same on previously manufactured products.

Vapor Systems Technologies, Inc.
Phone: (937)-704-9333 • Fax: (937)-704-9443
www.vsthose.com

IMPORTANT
PRODUCT WARRANTY REGISTRATION CARD

12 MONTH WARRANTY BECOMES EFFECTIVE AT TIME OF INSTALLATION. IF THIS CARD IS NOT RETURNED, WARRANTY BECOMES EFFECTIVE FROM DATE OF SHIPMENT FROM VST.

THE MAXIMUM WARRANTY LIFE IS 18 MONTHS FROM DATE OF SHIPMENT.

PLEASE CALL VST IF THIS PRODUCT IS BEING USED AS A REPLACEMENT. REPLACEMENT WITH A NON VST PRODUCT VOIDS ANY WARRANTY.

SERIAL NUMBER:
INSTALLATION DATE:
INSTALLATION SITE:
CITY/STATE/ZIP:
DISTRIBUTOR NAME:
PRODUCT STYLE:
☐ HOSE ☐ SAFETY BREAKAWAY
☐ NOZZLE ☐ ECS PROCESSOR

VST-0006-04/06

Warranty and Testing Stickers for Balance EVR Products

- VST will continue to use individual tracking serial numbers on every product shipped (nozzle, hose, safety breakaway, and membrane processor).
- VST will continue to include a warranty card with every product shipped.
- VST will attach additional **NOTICE** stickers to the EVR balance-style products.

Nozzle

- A florescent colored sticker will be placed over the threaded area of the nozzle where the hose is to be attached.

- This sticker will include the following text:

NOTICE: The nozzle 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 842.

WARRANTY: 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST's shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Safety Breakaway

- A florescent colored sticker will be placed over one of the threaded ports of the breakaway.
- This sticker will include the following text:

NOTICE: This breakaway 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 567.

WARRANTY: 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST's shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Hose

- A florescent colored sticker will be placed on the hose.
- This sticker will include the following text:

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

WARRANTY: 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST's shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Processor

- A florescent colored sticker will be placed on the processor.
- This sticker will include the following text:

NOTICE: This processor 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 79

WARRANTY: 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST's shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Part IIa – EMCO Wheaton Retail Manufacturing Performance Specifications

The Emco Phase II EVR System and all components shall be manufactured in compliance with the performance standards and specifications in CP-201 (amended May 25, 2006), as well as the requirements specified in this Executive Order. All components (Exhibit 1) shall be manufactured as certified; no change to the equipment, parts, design, materials or manufacturing process shall be made unless approved in writing by the Executive Officer or Executive Officer delegate. Unless specified in Exhibit 2 or in the ***ARB Approved Installation, Operation and Maintenance Manual***, the requirements of this section apply to the manufacturing process and are not appropriate for determining the compliance status of a gasoline dispensing facility.

1. NOZZLES

a. The vapor valve leak rate of every nozzle shall not exceed 0.07 cubic feet per hour (CFH) at a pressure of +2 inches water column (WC) when tested in accordance with the latest version of TP-201.2B, “Flow and Pressure Measurement of Vapor Recovery Equipment”.

b. The automatic shut off feature of every nozzle is tested at all service clip settings as well as handheld in accordance with Underwriters Laboratories (UL) Standard 842.

c. The primary and secondary shut-off mechanism of every nozzle shall be identical to the design that passed the California Department of Food and Agriculture Division of Measurement Standards Article 2 (DMS 6-6-97).

d. Every nozzle is manufactured to the specifications that passed all tests conducted during the ARB certification for the following:

TP-201.2C -	Spillage from Phase II Systems
TP-201.2D -	Post-Fueling Drips from Nozzles
TP-201.2E -	Gasoline Liquid Retention in Nozzles and Hoses
TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

e. Every nozzle bellows is manufactured such that the force necessary to compress the nozzle bellows 0.883 inches is 5.95 pounds-force.

f. The terminal end of every nozzle shall be manufactured in accordance with the specifications referenced in Section 4.7.3 of CP-201.

2. SAFE BREAK VALVES

a. Every safe break valve is tested for continuity and pressure tests in accordance with UL Standard 567.

b. Every safe break valve is manufactured to the standard that passed all tests conducted during the ARB certification for the following:

TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

Part IIb – EMCO Wheaton Retail Warranty

Emco Wheaton Retail Corporation service station products are warranted to be free from defects in material and workmanship under normal use and service. Vapor recovery nozzles are warranted for a period of twelve (12) months from date of shipment from Emco Wheaton Retail Corporation or from installation date as specified by the returned warranty card, not to exceed fourteen (14) months from the date of shipment from Emco Wheaton Retail Corporation. This warranty excludes the spout and/or front end components of balance vapor recovery nozzles unless damage is obvious when the nozzle is removed from the shipping carton and the defective nozzle is returned to Emco Wheaton Retail Corporation prior to use and within two (2) months from the date of invoice. Other service station products are warranted for a period of twelve (12) months from the date of manufacture.

Emco Wheaton Retail Corporation shall, at its option, repair or replace that part which proves to be defective. Repaired or replacement nozzles are warranted for the balance of the original warranty period. This warranty is void unless the original purchaser and any subsequent purchaser returns the claimed defective item to Emco Wheaton Retail Corporation for inspection to determine whether the claimed defect is covered by this warranty.

The exclusive and sole remedy under this warranty is repair or replacement of the defective part. Emco is not responsible for claims for damage caused by improper installation or maintenance; corrosive fluids; misuse of the product or use the product for other than its intended purpose; or accident, acts of God, or natural phenomena. Emco will not pay for labor or related expenses, nor shall Emco be liable for any incidental, consequential or exemplary damages. This warranty is void if the Emco Wheaton Retail Corporation product has been previously repaired with parts not approved by Emco Wheaton Retail Corporation, or if a nozzle bears the mark or imprint of a company other than Emco Wheaton Retail Corporation, indicating the nozzle has been rebuilt or repaired by a company other than Emco Wheaton Retail Corporation.

EMCO WHEATON RETAIL CORPORATION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, (WHETHER WRITTEN OR ORAL), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

In the event a nozzle is returned to Emco Wheaton Retail Corporation within the warranty period described above, and when tested is found to be functional and without defect, Emco Wheaton Retail Corporation reserves the right to return the nozzle to the customer or apply a Core Credit (see Nozzle Core Return Program), at Emco Wheaton Retail Corporation's discretion.

In the event of failure within the warranty period, call the Customer Service Department at **(800) 234-4394**. Describe the problem and provide the product date stamp information to the customer service representative. In the case of a nozzle, provide the serial number. The customer service representative will provide a product complaint number, if applicable. Ship the defective equipment **PREPAID**, to Emco Wheaton Retail Corporation for repair or replacement.

Emco Wheaton Retail Corporation products should be used in compliance with applicable federal, state and local laws and regulations. Product selection should be based on physical specifications and limitations and compatibility with the environment and material to be handled. All illustrations and specifications are based on the latest product information available at the time of publication. Emco Wheaton Retail Corporation reserves the right to make changes at

any time in prices, materials, specifications and models and to discontinue models without notice or obligation.

Emco Wheaton Retail Corporation 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 fourteen months from the date of shipment from Emco Wheaton Retail Corporation.

The following warranty card will be shipped with the Emco vapor recovery components:

EMCO® WHEATON RETAIL

Emco Wheaton Retail Corp.

252-243-0150 • 252-243-4759 (fax) • www.emcoretail.com

IMPORTANT
Product Warranty Registration Card

12 month warranty becomes effective at time of installation. If this card is not returned, warranty becomes effective from date of shipment from Emco.

The maximum warranty life is 14 months from date of shipment.

Please call Emco if this product is being used as a replacement. Replacement with a non-Emco product voids any warranty.

Serial Number:
Installation Date:
Installation Site:
City/State/Zip:
Distributor Name:
Product Style: ☐ A4005EVR Nozzle ☐ A4110EVR Hose Swivel ☐ A4119EVR Safe Break Valve

Part IIIa – Veeder-Root Manufacturing Performance Specifications

1. VEEDER-ROOT VAPOR POLISHER

a. The pressure drop across the Veeder Root Vapor Polisher is measured at a fixed flow rate.

b. The Veeder-Root Vapor Polisher is tested for leaks.

c. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor communication is tested using Veeder-Root Smart Sensor control protocol.

d. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor electro-mechanical valve open and close operation is tested.

e. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor electro-mechanical valve feedback control loop is tested for accurate reporting of the valve position.

Part IIIb – Veeder-Root Warranty

This warranty applies only when the product is installed in accordance with Veeder-Root's specifications, and that 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. 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. **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 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, 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.

CARBON CANISTER VAPOR POLISHER

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. 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. The user must contact the Veeder-Root Customer Service for specific detailed information concerning the failed component return to ensure proper processing. **LAMPS, FUSES, AND LITHIUM BATTERIES ARE NOT COVERED UNDER THIS WARRANTY**.

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 for a period of one (1) year from the date of installation or fifteen (15) months from the date of invoice, whichever occurs first. 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.**

EVR BATTERY PACK

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 fifteen (15) months from the date of invoice, whichever occurs first. **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**.

The following warranty notification will be shipped with Veeder-Root's vapor recovery components:

EQUIPMENT WARRANTY VEEDER-ROOT

Veeder-Root warrants that this product shall be free from defects in material and workmanship for a period of one (1) year from date of installation, or either twenty-four (24) months or fifteen (15) months from date of invoice (see terms below), whichever occurs first.

Date of manufacture:

This component was tested at the time of manufacture and meets all the applicable performance standards and specifications to which it was certified: E.O. VR-202, VR-203 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-evrphaseII.htm*

577013-868, Rev. F

Part IVa – Goodyear Manufacturing Performance Specifications

1. COAXIAL HOSES

a. Every coaxial hose is tested for continuity and pressure tests in accordance with UL Standard 330.

b. Every coaxial hose is manufactured to the standards and specifications that passed all tests conducted during the ARB certification for the following:

Exhibit 5 -	Liquid Removal Test Procedure
TP-201.2J -	Pressure Drop Bench Testing of Vapor Recovery Components

Part IVb – Goodyear Maxxim Premier™ Plus Hose Warranty

Veyance Technologies, Inc., the manufacturer of Goodyear Engineered Products guarantees each assembly of Maxxim Premier™ Plus hose to be free from defects in material and workmanship for a period of the earlier to occur of (i) one (1) year from the date of installation or (ii) a maximum of fourteen months from the date of shipment from Veyance Technologies, Inc. to the initial purchaser. No claims under Veyance's warranty will be allowed unless they have been first submitted to Veyance for review. When in Veyance's judgment a defect in material or workmanship has occurred, Veyance's liability is limited to only replacement of the hose assembly.

This warranty applies to the initial purchaser and any subsequent purchaser only and liability with respect thereto is limited to replacement of the original hose assembly. It does not extend to any Maxxim Premier™ Plus hose which has been subject to misuse, neglect, accident, puncturing, cutting or caused by poorly maintained or malfunctioning retractors, pumps, and nozzles or improper installations.

This warranty is in lieu of all warranties expressed or implied including the warranty of merchantability and fitness for a particular purpose. No representative or person is authorized to assume any other liability in connection with the sales of Maxxim Premier™ Plus hose.

Veyance Technologies, Inc., the manufacturer of Goodyear Engineered Products warrants the workmanship and materials of the Maxxim Premier™ Plus to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of the earlier to occur of (i) one (1) year from the date of installation or (ii) a maximum of fourteen months from the date of shipment from Veyance Technologies, Inc.

Veyance Technologies, Inc.
2701 Omaha Ave. • Norfolk, NE 68701
402.644.2600

IMPORTANT
Product Warranty
Registration Card

Warranty is effective until the earlier to occur: (i) 12 months from date of installation or (ii) 14 months from the date of shipment by Veyance Technologies, Inc.

Please call Veyance Technologies, Inc if this product is being used as a replacement. Replacement with a non-Veyance Technologies, Inc product voids any warranty.

Serial Number:
Installation Date:
Installation Site:
City/State/Zip:
Distributor Name:
Product: Maxxim Premier Plus

Part Va – Hirt Manufacturing Performance Specifications

1. HIRT VCS 100 THERMAL OXIDIZER

a. The VCS 100 processor is subjected to an assembly quality check.

b. The VCS 100 processor is visually inspected to verify identification, caution/warning, electrical, and other Agency labels are in place.

c. The VCS 100 processor is subjected to vacuum and pressure leak tests.

d. The VCS 100 processor is subjected to the following functional tests:

i. Power test;
ii. Verify set point of vacuum sensor switch;
iii. Verify operation of main vapor valve;
iv. Verify flow rate of pilot and main vapor valves; and
v. Dielectric test.

Part Vb –HIRT COMBUSTION ENGINEERS, INC. (HCE) VCS 100 THERMAL OXIDIZER WARRANTY POLICY

- HCE warrants the workmanship and materials to be free from 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 from date of shipment from HCE, if registration card is not returned.
- Liability under any implied or expressed warranty is limited to replacement of the product.
- HCE is not responsible for improperly installed or misuse of the product.
- HCE cannot be held responsible for damage to the product or its equipment due to acts of nature, vandalism, or neglect.
- HCE products are warranted to be free of defects in material and workmanship.
- In the event of a warranty claim, the purchaser must obtain a Return Authorization Number prior to returning product. All shipping costs are the responsibility of the customer.
- HCE shall repair or replace, at its option, any HCE component which proves to be defective.
- The cost of labor for any field repair, removal, replacement, or diagnosis is not covered by this warranty.
- The liability of HCE is limited solely and specifically to this warranty.

- HCE shall not be liable for any special, collateral, or consequential damages arising from this warranty, the use of this equipment or from any order accepted pursuant thereto.
- The use of parts not authorized by HCE voids the warranty.
- Installation, start-up, service, or repairs of this product by personnel not certified by HCE voids the above described warranty.

The following warranty card will be shipped with the Hirt VCS 100 Thermal Oxidizer:

Hirt Combustion Engineers, Inc.
Tel: (562) 692-1490
Fax: (562) 692-7413
Email: HirtVCS@aol.com

IMPORTANT
PRODUCT WARRANTY
REGISTRATION CARD

THE 12 MONTH WARRANTY BECOMES EFFECTIVE AT TIME OF INSTALLATION IF THIS CARD IS RETURNED WITHIN 30 DAYS OF START-UP. IF THIS CARD IS NOT RETURNED, WARRANTY BECOMES EFFECTIVE FROM DATE OF SHIPMENT FROM HIRT COMBUSTION ENGINEERS, INC.

THE MAXIMUM WARRANTY LIFE IS 18 MONTHS FROM DATE OF SHIPMENT FROM HIRT COMBUSTION ENGINEERS, INC.

PROCESSOR WAS FACTORY TESTED TO AND MET APPLICABLE PERFORMANCE STANDARDS & SPECIFICATIONS TO WHICH IT WAS CERTIFIED: REFERENCE ALL APPLICABLE CARB EXECUTIVE ORDERS, CARB TEST PROCEDURES, AND EXHIBITS.

SERIAL NUMBER: VSE
TURBINE NUMBER: VSE
INSTALLATION DATE:
SITE ADDRESS:
CITY / STATE / ZIP CODE:
DISTRIBUTOR NAME:
ISD BRAND / MODEL (IF ANY):
DATE OF MANUFACTURE:

Part VIa – Franklin Fueling Systems Manufacturing Performance Specifications

The Clean Air Separator tank is designed, constructed, tested, inspected and stamped per the American Society of Mechanical Engineers (ASME) Code Section VIII, Division 1, 2001 Edition, 2003 Addendum. Every Clean Air Separator bladder is performance and pressure tested using the **Clean Air Separator Performance Test** to ensure its integrity.

Part VIb – FRANKLIN FUELING SYSTEMS LIMITED WARRANTY POLICY FOR CLEAN AIR SEPARATOR (CAS)

Franklin Fueling Systems ("FFS") warrants that its products are free from defects in materials and workmanship that exist at the time of sale by FFS and which occur or exist within the applicable warranty period. Additionally, FFS warrants that its EVR products installed in California will conform to the warranty terms and conditions required by the Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities (CP-201) with respect to (a) transferability of warranties, (b) design changes to the EVR product, (c) performance specifications of the EVR products, and (d) duration of the warranty period. **However, in order to qualify for coverage under this warranty, the products must be installed according to the ARB Approved Installation, Operation, and Maintenance manual.**

APPLICABLE WARRANTY PERIODS:

Clean Air Separator: FFS warrants that the workmanship and materials are free of defects and will comply with the performance standards of California ARB CP-201 for a period one (1) year from the date of installation or 18 months from the date of manufacture. **This warranty is void if the Clean Air Separator fails to meet the performance standards as a result of damage to the tank due to corrosion.**

Lockable ball valves, Locks, Master key, Float check valve, and Breather Assembly shipped with installation kit: FFS warrants that the workmanship and materials are free of defects for a period of one (1) year from the date of installation or eighteen (18) months from the date of manufacture.

INSTRUCTIONS AND LIMITATIONS APPLICABLE TO THIS POLICY:

1. All warranty claims must be submitted <u>in writing</u> to FFS or applicable FFS subsidiary promptly after discovery of a defect. In no event may any warranty claim be submitted more than 30 days after the end of the applicable warranty period.

2. All warranty claims must have a written “Returned Goods Authorization” (RGA) from FFS and the RGA number must be affixed to the returned product. All returned products must be shipped freight prepaid with the RGA number affixed to the following address for inspection:

   Healy Products:
   Franklin Fueling Systems, Inc.
   ATTN: Warranty Department
   3760 Marsh Road
   Madison, WI 53718 USA

3. This warranty policy does not cover any labor or shipping charges. FFS shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or for any tools, supplies, or equipment needed to install, repair, or remove any product.

4. 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 will void the warranty.**

5. FFS, will, at its option, repair or replace defective parts returned to its factory. Repaired or replaced parts will be returned freight prepaid by FFS.

THIS WARRANTY DOES NOT APPLY TO THE FOLLOWING:

1. Any product not installed, applied, maintained and used in accordance with FFS's published instructions and with generally accepted industry standards.

2. Any product that has been subject to misuse, misapplication, neglect, alteration, acts of God, acts of terrorism, acts of war, fire, improper installation or use, improper maintenance or repair, damage or casualty.

3. Any product that is operated with any accessory, equipment, component, or part not specifically approved by FFS.

4. Any product that has been in contact with fuels containing greater than 15% methanol, 15% ethanol, or 15% MTBE by volume, including but not limited to, M85/E85 fuel (or other alcohol-rich fuel).

5. Use of replacement parts not sold by FFS, the unauthorized addition of non-FFS products to other FFS products, and the unauthorized alteration of FFS products.

FFS reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. FFS further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty.

This written Limited Warranty is the entire warranty authorized and offered by FFS. There are no warranties or representations beyond those expressed in this written document. This written Limited Warranty cannot be amended by any dealer, sales person or agent.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME AS SET FORTH ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF FFS TO THE PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE.

FFS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO:

DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF USE OF EQUIPMENT, FACILITIES OR SERVICE, LOSS OF PROFIT OR SALES, COST OF PURCHASES OR REPLACEMENT GOODS, CLAIMS OF CUSTOMERS OF THE PURCHASER, FAILURE TO WARN AND/OR INSTRUCT, LOSS OF FUEL OR OTHER PRODUCTS, OR COSTS OF ENVIRONMENTAL REMEDIATION, OR DIMINUTION IN PROPERTY VALUE. THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF FFS SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

This Limited Warranty gives you specific legal rights. You may have other rights, which vary from state to state. Where any term of this warranty is prohibited by such laws, it shall be null and void, but the remainder of this warranty shall remain in full force and effect.

ANY LITIGATION RELATED TO THIS LIMITED WARRANTY POLICY OR THE FFS PRODUCT MUST BE MAINTAINED IN EITHER THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA, FORT WAYNE DIVISION (OR ANY SUCCESSOR JURISDICTION) OR IN A STATE COURT SITTING IN ALLEN COUNTY, INDIANA. YOU HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE APPLICABLE FEDERAL OR STATE COURTS SPECIFIED HEREIN AND IRREVOCABLY WAIVE ANY OBJECTION YOU MAY HAVE HAD BASED UPON IMPROPER VENUE, FORUM NON CONVENIENS, OR OTHER SIMILAR DOCTRINES OR RULES. THE INTERNAL LAWS OF THE STATE OF INDIANA SHALL GOVERN THE INTERPRETATION OF, OR ANY DISPUTE ARISING UNDER OR RELATING TO, THIS LIMITED WARRANTY POLICY.