# 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 January 9, 2013), 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 specifications listed below apply to the manufacturing process and are not appropriate for determining the compliance status of a gasoline dispensing facility.

This exhibit also 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.

### 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. The ECS Processor is factory checked for leak integrity per section 5 of IOM 10 (VR-203,204).

b. Every ECS Membrane Processor is subjected to a VST Heat Trace Cable Continuity Test to ensure proper connections. A heat trace continuity test is conducted per section 3.6 of IOM 11 (VR-203,204).

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. The motor rotation test is conducted per section 3.5 of IOM 11 (VR-203,204).

## 5. VST GREEN MACHINE PROCESSOR

a. Every *Green Machine* is subjected to a Functionality Test to verify the function of the vacuum pump. The *Green Machine* is factory checked for functionality per section 14.3 of IOM 18.

b. Every *Green Machine* is subjected to a Leak Test to verify the integrity of each connection. The *Green Machine* is factory checked for leak integrity per section 15 of IOM 18.

c. Every *Green Machine* is subjected to a Dielectric Test to verify the integrity of the junction box wiring and the wiring insulation. The *Green Machine* is factory checked for wire integrity per Intertek requirements.

# CUSTOMER COPY

**To be left at gasoline dispensing facility, GDF, at time of installation**

Manufacturing Date:

Serial Number: (Fill in at time of installation)

**PART Ib – VST Warranty Statement**

This limited warranty is given by Vapor Systems Technologies, Inc. (hereinafter VST) to the initial purchaser, and any subsequent purchasers of new equipment, within the warranty period of products manufactured by VST. VST products:

- Are factory tested and meet all applicable performance standards and specifications.
- Should be used in compliance with all applicable federal, state, and local laws and regulations to which they were certified.
- Are warranted to be free from defect in material and workmanship with ongoing compliance to all applicable performance standards and specifications under normal use, service, proper installation, inspections, and maintenance practices per manufacturer specifications.

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

1. This warranty does not apply to any products that have:
   - Been subject to misuse, abuse, tampering, negligence, accident, or irreparable drive off damage.
   - Been misapplied, improperly installed, or not installed per VST's instructions and specifications.
   - Been modified, altered, rebuilt or repaired by unauthorized persons or outside the criteria of VST specifications.
   - Been improperly maintained and/or improperly inspected in accordance with the system's or product's periodic maintenance schedule, and any inspection and/or maintenance requirements imposed by the State or any government agency.
   - Been exposed to contact with fuels containing greater than 5% methanol, 10% ethanol, or 15% MTBE by volume or any exposure to M85/E85 fuel.
   - Been subject to damage resulting from acts of God.
2. This warranty does not cover and VST is not responsible or 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.
   - Any claims or lawsuits against the purchaser and/or distributor.
   - Labor or materials necessary to disconnect or connect the warranted product for return to VST.

VST products used on systems that have not been listed by a nationally-recognized testing laboratory (NRTL) or use that falls outside intended field of use voids all warranties.

The duration of this warranty is TWELVE (12) MONTHS from the time of installation provided timely valid proof of installation is submitted to VST. Valid proof of installation options include, but are not limited to:

- VST Product Warranty Registration Card is properly completed and returned to VST at time of installation and within (6) SIX MONTHS from the date of manufacture.

  OR

- In lieu of a legitimate, completed and returned VST Product Warranty Registration Card within the first (6) SIX MONTHS from the date of manufacture, VST requires the following:

  1. A completed gasoline dispensing facility (GDF) monthly maintenance log from the month in which the VST equipment was installed and documented, **AND**
  2. One of the following documents that may be used as a reference installation date:
     - A valid distributor invoice
     - A valid contractor invoice

The above options must be clearly marked with:

- All VST product serial numbers
- Product sale date and/or installation date
- Purchaser name, address, and phone number

If valid proof of installation is not received by VST, as noted above, the warranty period is TWELVE (12) MONTHS from the VST date of manufacture.

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 ensure proper processing. All warranty claim returns must be shipped freight prepaid by the purchaser and/or distributor.
- Warranty status will be determined upon inspection at VST's facility within THIRTY (30) DAYS of receipt by VST 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. No other warranty exists.

VST, as to each defect, shall be relieved of all obligations and liabilities under this Limited Warranty if the products have been operated with any accessory, equipment, or a part not specifically approved by VST and the appropriate governing regulatory agencies.

**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 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.

**PART IIa – EMCO Wheaton Retail 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. 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 California EVR Warranty**

Emco Wheaton Retail Corporation service station products are warranted to be free from defects in material and workmanship under normal use and service. Emco Wheaton Retail Corporation warrants its California enhanced vapor recovery (EVR) components for a period of one (1) year from date of installation. The EVR components are warranted to meet the performance standards and specifications to which it was certified by the California Air Resources Board (CARB) for the duration of the warranty period. This warranty extends to the purchaser and any subsequent purchaser of the Emco Wheaton Retail components during the warranty period.

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 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. Warranty issue is contingent upon proof of installation to establish that the product falls within the warranty period. Proof on installation shall be: 1) warranty information completed by the certified contractor (warranty card), 2) contractor invoice, 3) end-user sales receipt, or 4) copy of the appropriate log book entry from the gasoline dispensing facility. Nozzle serial number must be included on proof of installation document.

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 without notice or obligation. Emco Wheaton Retail Corporation reserves the right to make changes at any time in materials, specifications and models upon CARB approval.

EMCO®
WHEATON RETAIL (252) 243-0150

**Phase II EVR Warranty Tag**

Emco Wheaton Retail warrants its California enhanced vapor recovery (EVR) components for a period of one (1) year from date of installation.

This component was factory tested to and met all applicable performance standards and specifications to which it was certified by the California Air Resources Board (ARB). The performance standards and specifications are listed in the applicable ARB Executive Orders and Certification Procedure 201.

**IMPORTANT: Leave this warranty tag with the station owner and/or operator.**

**Emco Wheaton Retail Corp.**
2300 Industrial Park Dr., Wilson, NC 27893 p/n 570866

Serial Number: _____
Replacement Serial Number: _____
Manufacture Date: _____
Name of Contractor: _____
Name of Technician: _____
Technician Signature: _____
Technician Certification Number: _____
Installation Date: _____
Installation Site: _____
Distributor Name: _____
Branch Location: _____
Component:
- ☐ A4005EVR Nozzle
- ☐ A4110EVR Hose Swivel
- ☐ A4119EVR Safe Break Valve

**Reason for returning product: Please select appropriately.**
Important: Failure to complete accurately may cause delays processing warranty claim.

- ☐ Does not shut-off
- ☐ Experiencing premature shut-off
- ☐ Does not flow fuel with bellows compressed and lever engaged
- ☐ Flows fuel when bellows is not compressed
- ☐ Leaks fuel around spout or bellows area
- ☐ Leaks fuel around lever and latch area
- ☐ Causing meter creep
- ☐ Bad Inlet or outlet threads
- ☐ Fails Leak Decay Test CARB TP-201.3
- ☐ Fails Dynamic Back Pressure Test CARB TP-201.4

Comments _____

_____

_____

**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 as specified in section 8.2 of Exhibit 11.

b. The Veeder-Root Vapor Polisher is tested for leaks as specified in section 7.1 of Exhibit 11.

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

d. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor electro-mechanical valve open and close operation is tested using Veeder-Root Smart Sensor control protocol (factory test).

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 using Veeder-Root Smart Sensor control protocol (factory test).

**PART IIIb – 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.

**CARBON CANISTER VAPOR POLISHER**
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 twenty-four (24 months) from the 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. 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 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

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

*Installation Address:
Street:_____
City:_____ State:_____
Phone: _____-_____-_____

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*

577013-868, Rev. G

**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**

**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.**

GOODYEAR ENGINEERED PRODUCTS 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.**

VEYANCE TECHNOLOGIES

**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**

- This product has a 12 month warranty, which becomes effective at time of installation. This warranty applies to the initial purchaser and any subsequent purchasers, during the warranty period.
- This product is warranted to meet all the applicable performance standards and specifications, for the duration of the warranty period.
- 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 HCE voids the above described warranty.

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

**PRODUCT WARRANTY CARD**

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

**IMPORTANT: INSTALLER TO COMPLETE CARD AND GIVE TO STATION OPERATOR.**

HCE warrants its California Enhanced Vapor Recovery (EVR) components for a period of one (1) year from date of installation.

Serial Number:_____ Mfg. Date:_____
Name of Contractor:_____
Name of Technician:_____
Technician Signature:_____
Technician Certification Number:_____
Installation Date:_____
Facility Address:_____
_____

The processor was factory tested to and met all applicable performance standards and specifications to which it was certified by the Calfironia Air Resources (ARB). The performance standards and specifications are listed in the applicable ARB Executive Orders and Cerfification Procedure 201.

**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 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 Resource 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/Compliance Specifications) and Exhibit 3 (Manufacturing Performance Standards) 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: _____

**PART VIIa – OPW Manufacturing Performance Specifications**

**BREAKAWAY COUPLINGS**

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

b. Every breakaway coupling is factory tested per the protocol identified in UL file MH17834, volume 2, section 3

**PART VIIb – OPW Warranty Standard Product Warranty Tag**

Notice: FlexWorks by OPW, Inc., VAPORSAVER™ and all other OPW products must be used in compliance with all applicable federal, state, provincial and local laws, rules and regulations. Product selection is the sole responsibility of the customer and/or its agents and must be based on physical specifications and limitations, compatibility with the environment and material to be handled. All illustrations and specifications in this literature are based on the latest production information available at the time of publication. Prices, materials and specifications are subject to change at any time, and models may be discontinued at any time, in either case, without notice or obligation.

OPW warrants solely to its customer (the initial purchaser and any subsequent purchasers within the warranty period) that the following products sold by OPW will be free from defects in materials and workmanship under normal use and conditions for the periods indicated:

| PRODUCT | WARRANTY PERIOD |
|---|---|
| FlexWorks Primary Pipe | 10 years from date of manufacture |
| All Products and replacement parts installed in the State of California Certified to California CP-201 and/or CP-206 Standards* | 1 year from-date of installation (proof of purchase from certified contractors/technicians required) OPW warrants ongoing compliance with the standards and specifications for the duration of the warranty period required by the State of California; this limited warranty is under the condition the equipment was installed and maintained by trained and certified contractors/technicians unless noted in Installation Manual |
| All other Products and replacement parts | 1 year from date of manufacture** |
| *Products certified to California CP-201 and/or CP-206 Standards have been factory tested and met all applicable performance standards and specifications and will have an OPW registration card enclosed/attached to the product | |

OPW's exclusive obligation under this limited warranty is, at its option, to repair, replace or issue credit (in an amount not to exceed the list price for the product) for future orders for any product that may prove defective within the applicable warranty period. (Parts repaired or replaced under warranty are subject to prorated warranty coverage for remainder of the original warranty period). Complete and proper warranty claim documentation and proof of purchase required. All warranty claims must be made in writing and delivered during the applicable warranty period to OPW at OPW 9393 Princeton-Glendale Road Hamilton, Ohio, USA 45011, Attention: Customer Service Manager. No products may be returned to OPW without its prior written authority.

This limited warranty shall not apply to any FlexWorks or VAPORSAVER™ product unless it is installed by an OPW attested installer and all required site and warranty registration forms are completed and received by OPW within 60 days of installation. This limited warranty also shall not apply to any FlexWorks, VAPORSAVER™ or other OPW product: unless all piping connections are installed with a nationally-recognized or state-approved leak detection device in each tank and dispenser sump (which are not for storage and from which all discharge hydrocarbons must be removed, and the systems completely cleaned, within 24 hours); unless testable sumps utilize FlexWorks pipe and access fittings; unless a sump inspection log or an EPA recommended/required checklist is maintained and the results are furnished to OPW upon request; and unless OPW is notified within 24 hours of any known or suspected product failure and is provided with unrestricted access to the product and the site. This limited warranty also shall not apply to any product which has been altered in any way, which has been repaired by anyone other than a service representative authorized by OPW, or when failure or defect is due to: improper installation or maintenance (including, without limitation, failure to follow FlexWorks Quick Reference Manual Installation Guide and all product warning labels); abuse or misuse; violation of health or safety requirements; use of another manufacturer's, or otherwise unauthorized, substances or components; soil or other surface or subsurface conditions; or fire, flood, storm, lightning, earthquake, accident or any other conditions, events or circumstances beyond OPW's control.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

OPW shall have no other liability whatsoever, whether based on breach of contract, negligence, gross negligence, strict liability or any other claim, including, without limitation, for special, incidental, consequential or exemplary damages or for the cost of labor, freight, excavation, clean-up, downtime, removal, reinstallation, loss of profit, or any other cost or charges. No person or entity is authorized to assume on behalf of OPW any liability beyond this limited warranty. This limited warranty is not assignable.

** Date of manufacture on this product is located (*location will be specific to each component)*

OPW
A DOVER COMPANY

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