

Executive Order VR-204-C
VST Phase II EVR System Including Veeder-Root ISD

Exhibit 7
Warranty

VST Phase II EVR System 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	SERIAL NUMBER:
	INSTALLATION DATE:
	INSTALLATION SITE:
	CITY/STATE/ZIP:
	DISTRIBUTOR NAME:
	PRODUCT STYLE <input type="checkbox"/> HOSE <input type="checkbox"/> SAFETY BREAKAWAY <input type="checkbox"/> NOZZLE <input type="checkbox"/> ECS PROCESSOR

**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.

VST-0000-14/06

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: E.O. VR-203 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.

CARB TEST # TP201.2B, TP201.2C, TP201.2D, TP201.2J and Exhibits 2, 3, 5, 10

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: E.O. VR-203 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.

CARB TEST # TP201.2J and Exhibits 2, 3

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: E.O. VR-203 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: E.O. VR-203 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.

CARB TEST # Exhibits 3, 6, 8, 9

Veeder-Root Environmental Equipment Warranty Policy

TLS-350R and TLS-350 Plus Monitoring Systems

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

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

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

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

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

We warrant that these components shall be free from defects in material and workmanship and will comply with the performance standards of the California ARB CP-201 section 10 as amended May 25, 2006 for a period of one (1) year from the date of installation or twenty four (24) months from the date of invoice, whichever occurs first. We will repair or replace the product if the product is returned to us transportation prepaid by the user, within the warranty period, and is determined by us to be defective. This warranty will not apply to any product which has been subjected to misuse, negligence, accidents, systems that are misapplied or are not installed per the **ARB Approved Installation, Operation and Maintenance Manual**, modified or repaired by unauthorized persons, or damage related to acts of God. We shall not be responsible for any expenses incurred by the user.