Executive Order VR-205-A
VST Phase II EVR System with Hirt Thermal Oxidizer

Exhibit 9
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

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.

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 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: