

**Executive Order VR-208-A**  
**Emco Phase II EVR System with Hirt Thermal Oxidizer Including INCON ISD**

**Exhibit 9**  
**Warranty**



**WARRANTY POLICY**

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 Corp.**

252-243-0150 • 252-243-4759 (fax) • [www.emcoretail.com](http://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: <input type="checkbox"/> A4005EVR Nozzle <input type="checkbox"/> A4110EVR Hose Swivel <input type="checkbox"/> A4119EVR Safe Break Valve

## **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:

<p><b><u>IMPORTANT</u></b> PRODUCT WARRANTY REGISTRATION CARD</p> <p>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.</p> <p>THE MAXIMUM WARRANTY LIFE IS 18 MONTHS FROM DATE OF SHIPMENT FROM HIRT COMBUSTION ENGINEERS, INC.</p> <p>PROCESSOR WAS FACTORY TESTED TO AND MET APPLICABLE PERFORMANCE STANDARDS &amp; SPECIFICATIONS TO WHICH IT WAS CERTIFIED: REFERENCE ALL APPLICABLE CARB EXECUTIVE ORDERS, CARB TEST PROCEDURES, AND EXHIBITS.</p>	<p><b>Hirt Combustion Engineers, Inc.</b> Tel: (562) 692-1490 Fax: (562) 692-7413 Email: HirtVCS@aol.com</p>	<table border="1"><tr><td>SERIAL NUMBER:</td></tr><tr><td>VSE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></td></tr><tr><td>TURBINE NUMBER:</td></tr><tr><td>VSE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></td></tr><tr><td>INSTALLATION DATE:</td></tr><tr><td>SITE ADDRESS:</td></tr><tr><td>CITY / STATE / ZIP CODE:</td></tr><tr><td>DISTRIBUTOR NAME:</td></tr><tr><td>ISD BRAND / MODEL (IF ANY):</td></tr><tr><td>DATE OF MANUFACTURE:</td></tr></table>	SERIAL NUMBER:	VSE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	TURBINE NUMBER:	VSE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	INSTALLATION DATE:	SITE ADDRESS:	CITY / STATE / ZIP CODE:	DISTRIBUTOR NAME:	ISD BRAND / MODEL (IF ANY):	DATE OF MANUFACTURE:
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ISD BRAND / MODEL (IF ANY):												
DATE OF MANUFACTURE:												

**Maxxim Premier™ Plus Hose Warranty  
California EVR**

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

### **FFS/INCON ISD System Warranty Policy**

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 and any subsequent purchaser within the warranty period. 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 FFS / In- con's specifications, and a Warranty Registration Form has been filed with FFS / Incon by an authorized FFS / Incon 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 Incon specifications, modified or repaired by unauthorized persons, or damage related to acts of God.

### **ISD Components (Vapor Flow Sensor, Vapor Pressure Sensor, Data Transfer Unit & Software)**

We warrant that these components shall be free from defects in material and workman- ship and will comply with the performance standards of the California ARB CP-201 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 which has not 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 if the product is returned to us transportation prepaid by the user, within the warranty period. We shall not be responsible for any expenses incurred by the user.