

**Executive Order VR-209-A**  
**VST Phase II EVR System with Clean Air Separator**

**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 and to comply with all applicable California Air Resources Board performance standards and specifications 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 subsequent 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.

 <b>Vapor Systems Technologies, Inc.</b> 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-8886-14/06

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: 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.

## **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 in writing 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.**