#### Executive Order VR-202-Z Assist Phase II EVR System Including In-Station Diagnostic (ISD) Systems

### Exhibit 6 MANUFACTURER WARRANTIES

This exhibit 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.

# **Table of Content of Manufacturer Warranties**

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## 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 Resources 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 Specifications) and Exhibit 3 (Manufacturing Performance Standards and Specifications) 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:						

### CONTITECH FUTURA HVR LOW PERM 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). <u>SELLER MAKES NO REPRESENTATION OR WARRANTY OF</u> <u>ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, EXCEPT AS</u> <u>EXPRESSLY PROVIDED ABOVE.</u>

Warranty Card

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.	WARRANTY TAG	ContiTech USA, Inc
LOCATION:	PART #: INSTALLATION DATE: NAME OF INSTALLER:	
<ul> <li>certified: Reference all applicable CARB Executive Orders, CARB Test Procedures, Exhibits, and UL Standard 330</li> <li>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.</li> <li>Complete warranty tag at time of installation.</li> <li>Return warranty tag or other evidence of purchase and installation with hose for any necessary warranty claims.</li> <li><u>WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN</u> <u>CALIFORNIA</u>; 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). <u>SELLER MAKES NO REPRESENTATION OR</u> <u>WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR</u></li> </ul>	LOCATION:	
<ul> <li>Example: "1021" represents the 102nd day of 2011.</li> <li>1. Complete warranty tag at time of installation.</li> <li>2. Return warranty tag or other evidence of purchase and installation with hose for any necessary warranty claims.</li> <li>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</li> </ul>	· · · · · ·	•
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). <u>SELLER MAKES NO REPRESENTATION OR</u> WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR	The manufacture date is represented by a 4 digit julian date code stamped on Example: "1021" represents the 102nd day of 2011.	the hose fitting.
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). <u>SELLER MAKES NO REPRESENTATION OR</u> WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR	1. Complete warranty tag at time of 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). <u>SELLER MAKES NO REPRESENTATION OR</u> WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR	2. Return warranty tag or other evidence of purchase and installation	
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). <u>SELLER MAKES NO REPRESENTATION OR</u> WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR	with hose for any necessary warranty claims.	
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). <u>SELLER MAKES NO REPRESENTATION OR</u> <u>WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR</u>	WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN	
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). <u>SELLER MAKES NO REPRESENTATION OR</u> <u>WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR</u>	CALIFORNIA: Seller warrants Product(s) consisting of vapor recovery system	
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). <u>SELLER MAKES NO REPRESENTATION OR</u> <u>WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR</u>		
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Recovery Product(s). SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR		n.
WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR		
IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.		DR
	IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.	

#### **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.

# 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 installation 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 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 installation: City:State:	Date of manufacture: *Product S/N:	*Installation Address: Street:	
	*Date of installation:	City: State:	
*Technician number: Phone:	*Technician number:	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 CARB Web site at *http://www.arb.ca.gov/vapor/eo-evrphasell.htm* 

577013-868, Rev. G



# CAMTWIST Magnetic Breakaway Warranty

#### EEDER-ROOT EQUIPMENT WARRANTY 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 fifteen (15) months from date of manufacture (see terms below) when proof of date of installation is not provided. Date of manufacture: \*Installation Address: \*Product S/N:\_ Street: \*Date of installation: State: City:\_\_\_\_\_ \*Technician number: Phone: \_\_\_ \*Required Information This component was tested at the time of manufacture and meets all the applicable performance standards and

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For detailed warranty terms see EO warranty exhibits (VR-201/VR-202 Exhibit 6) on the ARB Web site at: *http://www.arb.ca.gov/vapor/eo-evrphaseII.htm* 

specification to which it was certified: E.O. VR-201 and VR-202.

# **CUSTOMER COPY**

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

Manufacturing Date:

Serial Number and Install Date: (Fill in at time of installation)

#### 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 driveoff 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.

# **ARID Technologies, Inc. PERMEATOR Warranty**

Seller warrants to the original purchaser that the equipment to be delivered pursuant to this Agreement will be as described herein and will be free from defects in material or workmanship. Minor deviations which do not affect the performance of the equipment shall not be deemed to constitute either a failure to conform to the specifications or a defect in material or workmanship.

This warranty is a minimum of thirty-six (36) months from the date of installation. If installation date is not provided to ARID Technologies, Inc., then the warranty shall be for a period of thirty-six (36) months from the initial date of shipment. Should any failure of conformity to this warranty appear within the warranty period, the Seller shall, upon immediate notification of such alleged failure and substantiation that the equipment has been operated and maintained in accordance with Seller's recommendations and standard industry practices, correct such defects by suitable repair or replacement at its own expense.

Seller's liability under this warranty shall cease if any major repairs to or any replacement or modification of the equipment is made by any person other than Seller's personnel or persons working under the supervision of Seller's personnel, unless authorized by Seller in writing. Further, the warranty shall cease unless the Buyer has operated the equipment in strict compliance with operating instructions and manuals, if any, provided for the equipment, and unless Buyer operates the equipment in normal use and with proper maintenance.

Even if the equipment contains components from another manufacturer and are subject to the manufacturer's warranty, Seller's liability shall not be limited to the extent of the warranty which Seller received from the manufacturer or supplier of the equipment component parts. Seller's liability shall extend to period of thirty-six (36) months from the initial date of shipment.

This warranty is expressly in lieu of any and all representations and warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or other warranty of quality, except the warranty of title. This warranty constitutes the exclusive remedy, and shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to correct defects covered by the warranty in the manner prescribed. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and/or replacement in the manner and for the time period provided herein.

The entire agreement between the parties is embodied in this writing, which constitutes the final expression of the parties, and it is the complete and exclusive statement of the terms of the agreement. No other warranties are given beyond those set out in this writing.

### Limitation of Liability

Seller shall not, under any circumstances, be liable for direct or indirect special damages, incidental or consequential, such as but not limited to, loss of profits, damage to or loss of other property, downtime costs of the equipment, delay expenses, overhead or capital costs, claims of Buyer's customers or activities dependent upon the equipment.

Except to the extent provided in the Limited Warranty, Seller shall not be liable for any claim or loss arising out of or related to this agreement or the equipment provided pursuant thereto, whether such claim allegedly arises or is based on contract, warranty, tort (including negligence), strict liability in tort or otherwise. Liability shall not in any event exceed the cost of the equipment upon which such liability is based.

ARID provides this 3 year warranty to the initial purchaser and any subsequent purchaser within the warranty period. The warranty covers the ongoing compliance of the Permeator with all applicable performance standards and specifications. This warranty tag is included with the Permeator.

#### **Registration of Product**

As part of the installation of the Permeator system, a Certified Permeator Technician (CPT) will fill out the ARID Permeator Start-Up & Commissioning Form SC01 (see next page) and electronically submit it to ARID Technologies, Inc.

Submittals can also be sent via fax to 630-681-8505 or via email at sales@ARIDtech.com.



### Start-up & Commissioning Form SC01

- 1. Date:\_\_\_\_\_
- 2. Site Number\_\_\_\_\_\_and Address:\_\_\_\_\_\_
- 3. Site Phone Number\_\_\_\_\_and

Contact Person:\_\_\_\_\_

4. ARID Technologies Representative\_\_\_\_\_

- 5. CPT Number\_\_\_\_\_
- 6. Confirmation of
  - a. Vac Pump Motor Rotation
  - b. Low Oil Alarm
  - c. Pressure Reference
- 7. Notes and/or Comments\_\_\_\_\_\_