

## Dispensing Systems Limited Warranty Policy Overview - Update

Franklin Fueling Systems (FFS) provides warranty coverage of products sold by FFS within the general terms and conditions outlined in the FFS Limited Warranties document FFS-0079, see attached. The Dispensing Systems product line additionally covers the Healy Phase II Enhanced Vapor Recovery (EVR) products installed within California per the terms and conditions outlined in Exhibit 6 of California Air Resource Board (CARB) EVR Executive Orders VR-201 & VR-202, see <http://www.arb.ca.gov/vapor/eo-evrPhaseII.htm> for the latest revision of these documents.

At this time, the limited warranty terms and conditions have not changed. This bulletin will simply outline the claims processing and policies used by FFS within these limited warranty terms and conditions.

Per the limited warranty terms and conditions, at FFS's option, a claim can be settled through repair, return, replacement, or refund of the product returned for warranty coverage. The typical claim processing of returned product for warranty coverage is as follows:

- Product returned within the applicable warranty period and determined to have a warranty defect will typically be replaced with like product.
- Product returned within the applicable warranty period and determined to have no defect found or with obvious customer damage will typically be returned to the customer as-is.
- Product returned beyond the applicable warranty period and determined to be in usable condition for rebuild will be refunded as a FFS credit at core value, as applicable to the product rebuild program guidelines at the time of receipt.
- Product returned beyond the applicable warranty period and not applicable to current rebuild programs at the time of receipt will typically be returned to the customer as-is or scrapped at FFS.

Per the limited warranty terms and conditions, some items are excluded from warranty coverage. Unless deemed obvious manufacturing defect by FFS, the items excluded from warranty coverage include:

- Plastic/rubber parts, e.g. handle covers, hand guards, boot/face seal assemblies, nozzle scuff guards, breakaway scuff guards, breakaway valves, hose retractor clamps, o-ring/quad ring seals, etc.
- Parts excluded for damage or casualty (wear and tear items), e.g. breakaway shear screws, fuses, spout assemblies, rotor/vane kits, bypass valves, breakaway reconnect tool, etc.

Additionally, 900 Series nozzles and VP1000 vacuum pumps must have a Returned Goods Product Tag attached stating relevant information for FFS to evaluate the claim for warranty coverage.

For any questions regarding this bulletin, please contact the FFS Technical or Customer Support team.

Thank you,



Leon Schuster  
Product Manager  
Dispensing Systems



### Dispensing Systems Limited Warranty – Healy



The following warranties are subject in their entirety to the attached General Terms and Conditions Applicable to all Franklin Fueling Systems Limited Warranties provided, however, that with respect to EVR products installed in California, FFS warrants that the EVR products 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.

- 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.
- The Healy components warranty shall be void if a vapor recovery system or a component was operated with any accessory, equipment or a part not specifically approved by FFS.
- This warranty does not cover any Healy component that has been in contact with fuels containing greater than 15% methanol, 15% ethanol, or 15% MTBE by volume. Any Healy component that is exposed to M85/E85 fuel (or other alcohol-rich fuel) is not covered by this warranty.

#### Applicable Warranty Periods:

- FFS warrants the workmanship and materials of the following Healy products 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 eighteen months from the date of manufacture: Inverted coaxial hoses, Hose adapters, Flow limiters and Breakaways, VP-500, VP-1200, and Mini-Jet 9000.
- Nozzles – New & Rebuilt: FFS 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 eighteen months from the date of manufacture. Exclusions: This warranty excludes the field replaceable “rubber/plastic” parts at the front of the nozzle (e.g., boot, scuffguard, face seal assembly, etc.) or the spout or parts that have been subjected to misuse, handling or incorrect installation.
- Vacuum Pump – VP1000: FFS 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 date of installation or twenty-four months from the date of manufacture. This applies to the vacuum pump and motor assembly only. The Hardware Kits, Vapor Kits, Electrical Kits and Interface modules are warranted for workmanship and materials to be free of defects for a period of one (1) year from date of installation or eighteen months from the date of manufacture.
- Clean Air Separator: FFS 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 five (5) years from the date of installation or 60 months from the date of manufacture. This warranty is void if the Clean Air Separator fails to meet the performance standards as a result from damage to the tank due to corrosion. The Lockable ball valves, Locks, Master key, Float check valve, Breather Assembly, and P/V Vent valve shipped with installation kit, are warranted for one (1) year from the date of installation or eighteen months from the date of manufacture.

#### Process for Submitting Warranty Claims:

Claims for warranty repair or replacement service must have a written “Returned Goods Authorization” (RGA) from FFS and the RGA number must be affixed to the returned product. All returned equipment 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
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FFS, upon inspection at its facilities and after determination of a warranty claim, will, at its option, repair or replace defective parts returned to its factory. Repaired or replaced parts will be returned freight prepaid by FFS.

### **General Terms and Conditions: Applicable to All Franklin Fueling Systems Limited Warranties**



Certain exceptions to these General Terms and Conditions apply with respect to EVR products installed in California, Warranty terms and conditions with respect to EVR products are set forth in the EBW/Phil-Tite and Healy product warranties.

The following terms, conditions and warranty exclusions and limitations apply to each of the warranties offered by Franklin Fueling Systems, Inc. ("FFS") for products sold by FFS under the FE Petro, INCON, EBW, Phil-Tite, APT and Healy brands (such products sometimes referred to generally as FFS products).

FFS warrants that the FFS products covered under any written warranty will be free from defects in materials and workmanship that exist at the time of sale by FFS and appear within the applicable warranty period. 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.

To qualify for warranty coverage, all products must have been installed, applied, maintained and used in accordance with FFS's published instructions and with generally accepted industry standards. The warranties will not apply to 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.

Unless otherwise expressly provided in a specific FFS written warranty, no FFS warranty covers any labor or shipping charges. In no event will any warranty coverage exist for labor or travel outside of the United States. FFS shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or to any tools, supplies, or equipment needed to install, repair, or remove any product.

Repair of any FFS product by any party other than technicians certified for the applicable FFS product category (e.g., submersible pumps, fuel management systems, etc.), 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 voids all FFS warranties.

FFS's only obligation for breach of any obligation arising from the sale or use of any FFS product, whether such obligation is derived from warranty or otherwise, is to, at FFS's option, repair or replace, or refund the purchase price of, such product. Any remedy for breach of any obligation relating to any FFS product is limited to the remedies expressly specified herein unless additional remedies are expressly specified in the applicable warranty. **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 ALL WARRANTIES.**

**FFS MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF FFS PRODUCTS. EACH FFS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

FFS reserves the right to make changes in the design or to make additions or improvements with respect to any FFS product without incurring any obligation to modify or install such products on previously manufactured products.

FFS reserves the right to change or cancel all or any part of any warranty at any time and without advance notice. Any such change or cancellation will be effective for products sold by FFS after the date of such change or cancellation.

Except for any written modifications or additional warranties signed by the President of FFS, no agents, distributors, dealers or employees of FFS are authorized to make modifications to any warranty or to make any additional warranties with respect to any FFS products. Accordingly, any statements made by any individuals, whether oral or written, shall not constitute a warranty of FFS and should not be relied upon.

The internal laws (as opposed to the conflicts of law provisions) of the State of Indiana shall govern the interpretation of, any disputes arising under or relating to, all FFS warranties.

All warranties are non-transferable.