

**State of California  
AIR RESOURCES BOARD**

**EXECUTIVE ORDER VR-105-D**

**Relating to Certification of Vapor Recovery Systems**

**EMCO Wheaton Retail Phase I Vapor Recovery System**

WHEREAS, the California Air Resources Board (ARB) has established, pursuant to California Health and Safety Code sections 25290.1.2, 39600, 39601 and 41954, certification procedures for systems designed for the control of gasoline vapor emissions during the filling of underground gasoline storage tanks, in its **CP-201, *Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities*** (Certification Procedure) as last amended January 9, 2013 incorporated by reference in title 17, California Code of Regulations, section 94011;

WHEREAS, ARB has established, pursuant to California Health and Safety Code sections 39600, 39601, 39607, and 41954, test procedures for determining the compliance of Phase I vapor recovery systems with emission standards;

WHEREAS, EMCO Wheaton Retail (EMCO) requested and was granted certification of the EMCO Wheaton Retail Phase I Vapor Recovery System (EMCO System) pursuant to the Certification Procedure on October 20, 2006 by Executive Order VR-105-A; and last modified on September 14, 2009 by Executive Order VR-105-C;

WHEREAS, EMCO System certification expires on November 1, 2010, and EMCO has requested that the Executive Order be renewed;

WHEREAS, EMCO requested amendment of the EMCO System Executive Order VR-105 to include a straight drop tube, a double wall spill container, an option for a drain plug in lieu of a drain valve in the product spill container, and modified dust caps and automatic tank gauge cap;

WHEREAS, McGard requested amendment of the EMCO System Executive Order VR-105 to include an optional fuel lock as a deterrent device in syphoning fuel through the Phase I drop tube;

WHEREAS, the Certification Procedure provides that the ARB Executive Officer shall issue an Executive Order if he or she determines that the vapor recovery system, including modifications, conforms to all of the applicable requirements set forth in the Certification Procedure;

WHEREAS, G-01-032 delegates to the Chief of the Monitoring and Laboratory Division the authority to certify or approve modifications to certified Phase I and Phase II vapor recovery systems for gasoline dispensing facilities (GDF); and

WHEREAS, I, Michael T. Benjamin, Chief of the Monitoring and Laboratory Division, find that the EMCO Wheaton Phase I Vapor Recovery System, including modifications, conforms with all the requirements set forth in the Certification Procedure, and results in a vapor recovery system which is at least 98.0 percent efficient as tested in accordance with test procedure **TP-201.1, Volumetric Efficiency for Phase I Systems (July 26, 2012)**;

NOW THEREFORE, IT IS HEREBY ORDERED that the EMCO System is certified to be at least 98.0 percent efficient when installed and maintained as specified herein and in the following exhibits. Exhibit 1 contains a list of the certified components. Exhibit 2 contains the performance standards and specifications, typical installation drawings, and maintenance intervals applicable to the EMCO System as installed in a gasoline dispensing facility (GDF). Exhibit 3 contains the manufacturing specifications. Exhibit 4 is the manufacturer warranties.

IT IS FURTHER ORDERED that compliance with the applicable certification requirements, rules and regulations of the Division of Measurement Standards of the Department of Food and Agriculture, the Office of the State Fire Marshal of the Department of Forestry and Fire Protection, the Division of Occupational Safety and Health of the Department of Industrial Relations, and the Division of Water Quality of the State Water Resources Control Board are made conditions of this certification.

IT IS FURTHER ORDERED that each component manufacturer listed in Exhibit 1 shall provide a warranty for the vapor recovery components to the initial purchaser. The warranty shall be passed on to each subsequent purchaser within the warranty period. The warranty shall include the ongoing compliance with all applicable performance standards and specifications and shall comply with all warranty requirements in Section 16.5 of the Certification Procedure. Manufacturers may specify that the warranty is contingent upon the use of trained installers. The manufacturer warranty tag, included with each component, shall be provided to the service station owner/operator at the time of installation.

IT IS FURTHER ORDERED that every certified component manufactured by EMCO, Franklin Fueling Systems (FFS), and Husky Corporation (Husky) shall meet the manufacturing performance specifications as provided in Exhibit 3.

IT IS FURTHER ORDERED that the certified EMCO System shall be installed, operated and maintained in accordance with the **ARB-Approved Installation, Operation and Maintenance Manual for the EMCO Wheaton Phase I Vapor Recovery System** as certified by Executive Order VR-105-D. Equipment shall be inspected quarterly and annually per the procedures identified in the **ARB Approved Installation, Operation, and Maintenance Manual**. These inspections shall also apply to systems certified by Executive Orders VR-105-A to C. A copy of this Executive Order and the ARB Approved Installation, Operation, and Maintenance Manual shall be maintained at each GDF where a certified EMCO System is installed.

IT IS FURTHER ORDERED that all equipment listed in Exhibit 1, unless exempted, shall be clearly identified with a permanent identification showing the manufacturer's name and model number.

IT IS FURTHER ORDERED that any alteration in the equipment parts, design, installation or operation of the system provided in the manufacturer's certification application or documents and certified hereby is prohibited and deemed inconsistent with this certification unless the alteration has been submitted in writing and approved in writing by the Executive Officer or Executive Officer's delegate.

IT IS FURTHER ORDERED that the following requirements be made a condition of certification. The owner or operator of the EMCO System shall conduct, and pass, the following tests no later than 60 days after startup and at least once every (3) years after startup testing, using the following test procedures: TP-201.3, ***Determination of 2 Inch WC Static Pressure Performance of Vapor Recovery Systems of Dispensing Facilities (July 26, 2012)***, TP-201.1B, ***Static Torque of Rotatable Phase I Adaptors (October 8, 2003)*** and depending on the system configuration, either TP-201.1D, ***Leak Rate of Drop Tube Overfill Prevention Device and Spill Container Drain Valve (October 8, 2003)***; or TP-201.1C, ***Leak Rate of Drop Tube/Drain Valve Assembly (October 8, 2003)***. Shorter time periods may be specified in accordance with local district requirements. Local districts may specify the sequencing of the above tests. Notification of testing, and submittal of test results, shall be done in accordance with local district requirements and pursuant to the policies established by that district. Alternate test procedures, including most recent versions of test procedures listed above, may be used if determined by the ARB Executive Officer or Executive Officer delegate, in writing, to yield equivalent results. Testing the pressure/vacuum (P/V) vent valve will be at the option of the local districts. If P/V vent valve testing is required by the district, the test shall be conducted in accordance with TP-201.1E, ***Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves (October 8, 2003)*** and Exhibit 2.

IT IS FURTHER ORDERED that the EMCO System shall be compatible with gasoline in common use in California at the time of certification. Any modifications to comply with future California gasoline requirements shall be approved in writing by the Executive Officer or Executive Officer delegate.

IT IS FURTHER ORDERED that the certification of the EMCO Wheaton Phase I Vapor Recovery System is valid for a period of four years from the date of this Executive Order.

IT IS FURTHER ORDERED that Executive Order VR-105-C issued on September 14, 2009, is hereby superseded by this Executive Order. EMCO Wheaton Phase I Vapor Recovery Systems certified under Executive Orders VR-105-A through C may remain in use at existing installations up to four years after the expiration date of this Executive Order when the certification is not renewed.

IT IS FURTHER ORDERED that this Executive Order shall apply to new installations or major modification of the Phase I system of existing gasoline dispensing facilities.

Executed at Sacramento, California, this 27<sup>th</sup> day of August 2014.

  
Michael T. Benjamin, Chief  
Monitoring and Laboratory Division

Attachments:

- Exhibit 1 EMCO Wheaton Phase I Vapor Recovery System Equipment List
- Exhibit 2 Installation, Maintenance and Compliance Specifications
- Exhibit 3 Manufacturing Performance Standards and Specifications
- Exhibit 4 Manufacturer Warranties

## Exhibit 1

### EMCO Wheaton Phase I Vapor Recovery System Equipment List

<u>Equipment</u>	<u>Manufacturer/Model Number</u>
<b>Pressure/Vacuum Vent Valve</b>	FFS PV-Zero Husky 5885
<b>Spill Container<sup>1</sup></b>	EMCO Model A1004EVR-X Series Multi-port and Direct Burial Configurations Single and Double Wall Multi-Port X= 237, 242 or 248 Direct Burial (5 gallon) X= 003, 004, 006, 010, 011, 012, 013, 210A, 210S, 211A, 211S, 316A, 316S, 317A or 317S Direct Burial (15 gallon) X= 215A, 215S, 216A, 216S
<b>Drain Valve<sup>2</sup></b>	EMCO Model 494118
<b>Drop Tube<sup>3</sup></b>	EMCO Model A0020EVR-X EMCO Model A0020EVRC-X X= 004, 005, 007 or 008
<b>Straight Drop Tube with Overfill Prevention Device</b>	EMCO Model A1100EVR-X X= 055, 056, 057 or 058
<b>Riser Seal</b>	EMCO Model 494096
<b>Product Adaptor</b>	EMCO Model A0030-124S
<b>Vapor Adaptor</b>	EMCO Model A0076-124S
<b>Dust Caps</b>	EMCO Model A0097-005 (product) EMCO Model A0099-X (vapor) X = 002 (no chain) or 003 (with chain) CompX CSP1-634LPC (product) CompX CSP3-1711LPC (vapor)

<sup>1</sup> Drain Valves are an optional component for Product Spill Containers. Customers can install what is traditionally considered a Vapor Spill Container (Drain Valve Port Factory Plugged) in lieu of the Product Spill Container with a drain valve.

<sup>2</sup> For Product Spill Containers that contain a drain valve, only this component and model number specified above shall be installed or used.

<sup>3</sup> The A0020EVR has a sealing surface made by machine rolling the metal of the drop tube. The A0020EVRC has a machined collar that is installed on the drop tube.

CompX CSP2-634LPC (product)  
 CompX CSP4-1711LPC (vapor)  
 OPW 634LPC (product)  
 OPW 1711LPC (vapor)

**Tank Gauge Port Components** EMCO Model A0097-010 (Cap)  
 EMCO Model A0030-014 (Adaptor)

**Fuel Lock<sup>4</sup>** McGard FL1 – Standard Fuel Lock (125007)  
 McGard FL2 – Sampling Fuel Lock (125008)

**Table 1**  
**Components Exempt from Identification Requirements**

<b>Component Name</b>	<b>Manufacturer</b>	<b>Model Number</b>
Riser Seal	EMCO	494096
Drop Tube	EMCO	A0020EVR, A0020EVRC
<b>Sump / Sump Lids / Spill Container Covers</b>	Varies	Varies
<b>Fuel Lock</b>	McGard	FL1, FL2

---

<sup>4</sup> If these components are installed, only those components and model numbers specified above shall be installed or used.

**Emco Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**

**Spill Containment**



Model A1004EVR Multi-port and Direct Burial Configurations

**Drain Valve**



Drain Valve p/n 494118

**Drop Tube w/ Overfill Prevention Valve**



Model A1100EVR Overfill Prevention Valve



## Emco Wheaton Retail Phase I EVR System Components Permanent ID Information

### Rotatable Product Adapter



A0030-124S Swivel Fill Adapter

### Rotatable Vapor Adapter



A0076-124S Swivel Vapor Adapter

### Tank Gauge Port Adapter



A0030-014 ATG Probe Adapter

**Emco Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**

**Dust Caps**



A0097-005 Fill Adapter Cap



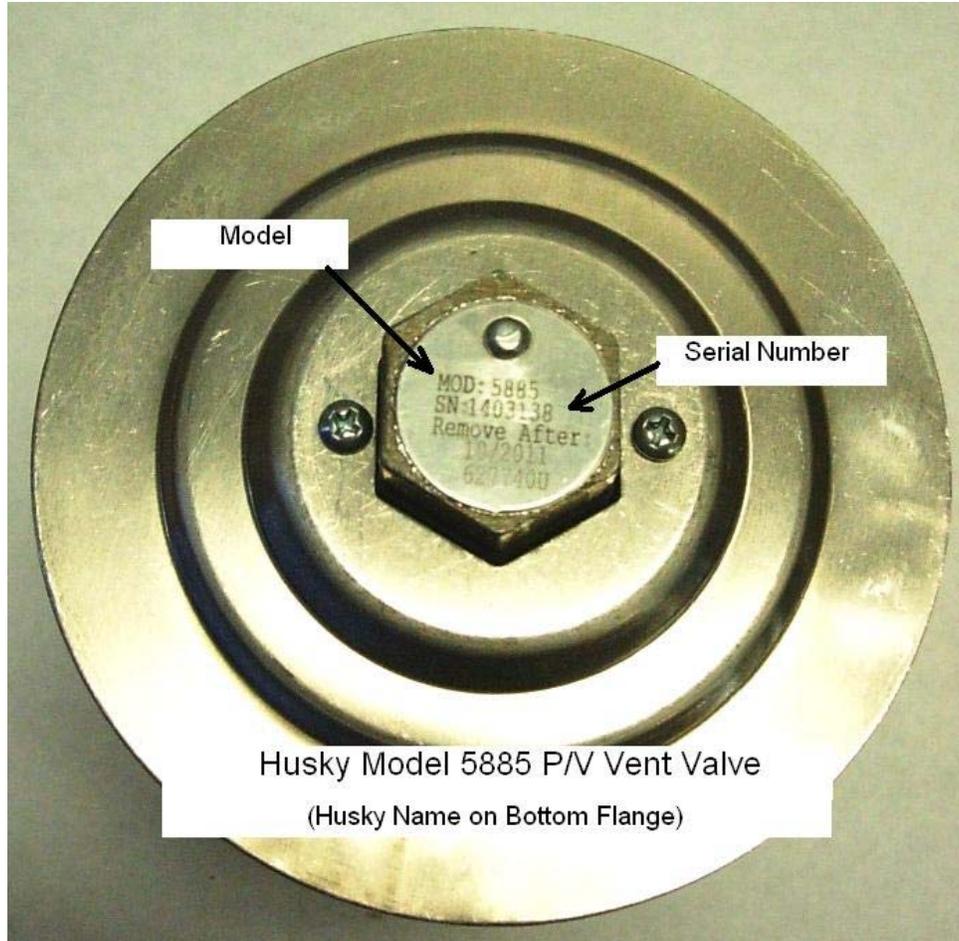
A0099-002 & 003 Vapor Adapter Caps

**Tank Gauge Port Cap**



A0097-010 ATG Probe Adapter Cap

**EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**



EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information



McGard Fuel Lock Installation Position<sup>5</sup>



McGard Fuel Lock (FL1 on Left, FL2 on Right)

<sup>5</sup> Optional component, but if installed this picture shows the correct installation location in the pipe just below the Product Rotatable Adaptor in the drop tube.

**EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**

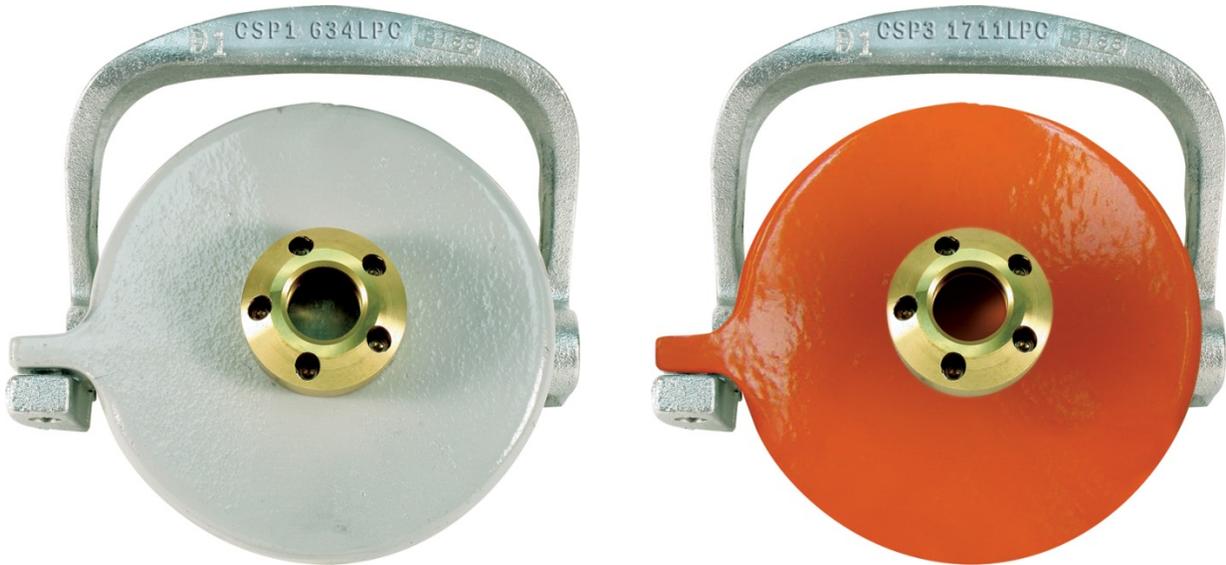


**OPW 634LPC Product Dust**



**OPW 1711LPC Vapor Dust**

**EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**

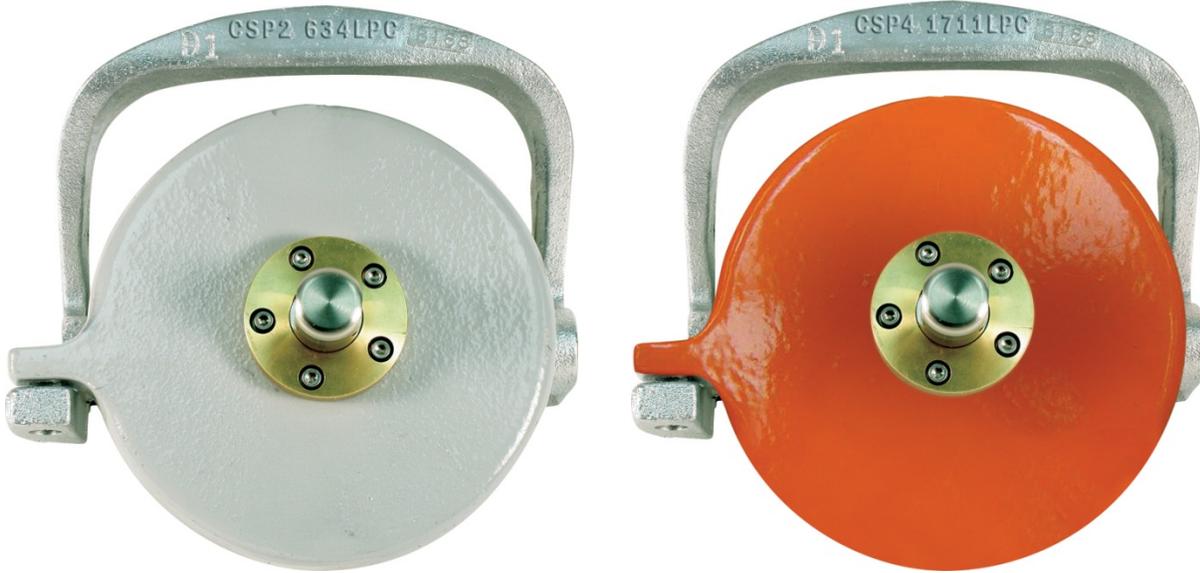


**CompX CSP1-634LPC Product Dust Cap    CompX CSP3-1711LPC Vapor Dust Cap**



**CompX Tank Commander Lid  
Locks onto CSP1-634LPC and CSP3-1711LPC Dust Caps**

**EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**



CompX CSP2-634LPC Product Dust Cap    CompX CSP4-1711LPC Vapor Dust Cap



CompX Tank Commander Lid  
Locks onto CSP2-634LPC and CSP4-1711LPC Dust Caps

**EMCO Wheaton Retail  
Phase I EVR System Components  
Permanent ID Information**



**FFS PV-Zero P/V Vent Valve**  
(Model and Serial Number on White Tag)

## Exhibit 2

### Installation, Maintenance, and Compliance Specifications

This exhibit contains the installation, maintenance and compliance standards and specifications applicable to an EMCO Wheaton System installed in a gasoline dispensing facility (GDF).

#### General Specifications

1. Typical installations of the EMCO Wheaton System are shown in Figures 2A, 2B, 2C and 2D.
2. The EMCO Wheaton System shall be installed, operated and maintained in accordance with the ***ARB Approved Installation, Operation and Maintenance Manual for the EMCO Wheaton Phase I Vapor Recovery System***.
3. Any repair or replacement of system components shall be done in accordance with the ***ARB Approved Installation, Operation and Maintenance Manual for the EMCO Wheaton Phase I Vapor Recovery System***.
4. The EMCO Wheaton System shall comply with the applicable performance standards and performance specifications in CP-201.
5. Maintenance and repair of system components, including removal and installation of such components in the course of any required tests, shall be performed by EMCO Certified Technicians.

#### Pressure/Vacuum Vent Valves For Storage Tank Vent Pipes

1. No more than three certified pressure/vacuum vent valves (P/V Valves) listed in Exhibit 1 shall be installed on any GDF underground storage tank system.
2. Compliance determination of the following P/V valve performance specifications shall be at the option of the districts:
  - a. The leak rate of each P/V valve shall not exceed 0.05 cubic feet per hour (CFH) at 2.0 inches of H<sub>2</sub>O positive pressure and 0.21 CFH at -4.0 inches negative pressure as determined by TP-201.1E, **Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves (October 8, 2003)**.
  - b. The positive pressure setting is 2.5 to 6.0 inches of H<sub>2</sub>O and the negative pressure setting is 6.0 to 10.0 inches of H<sub>2</sub>O as determined by TP-201.1E, **Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves (October 8, 2003)**.

3. Compliance determination of the P/V valve performance specifications in items 2a and 2b for the FFS PV-Zero P/V vent valve shall be conducted with the valve remaining in its installed position on the vent line(s). The PV-Zero section of the ***ARB-Approved Installation, Operation and Maintenance Manual for the EMCO Wheaton Phase I Vapor Recovery System*** outlines the equipment needed to test the valve in its installed position.
4. A manifold may be installed on the vent pipes to reduce the number of potential leak sources and P/V valves installed. Vent pipe manifolds shall be constructed of steel pipe or an equivalent material that has been listed for use with gasoline. If a material other than steel is used, the GDF operator shall make available information demonstrating that the material is compatible for use with gasoline. One example of a typical vent pipe manifold is shown in Figure 2F. This shows only one typical configuration: other manifold configurations may be used. For example, a tee may be located in a different position, or fewer vent pipes may be connected, or more than one P/V valve may be installed on the manifold.
5. Each P/V valve shall have permanently affixed to it a yellow, gold, or white colored label with black lettering stating the positive and negative cracking pressures and leak rates.

Positive pressure setting: 2.5 to 6.0 inches H<sub>2</sub>O  
Negative pressure setting: 6.0 to 10.0 inches H<sub>2</sub>O  
Positive Leak rate: 0.05 CFH at 2.0 inches H<sub>2</sub>O  
Negative Leak rate: 0.21 CFH at -4.0 inches H<sub>2</sub>O

### **Rotatable Product and Vapor Recovery Adaptors**

1. Rotatable product and vapor recovery adaptors shall be capable of at least 360-degree rotation and have an average static torque not to exceed 108 pound-inch (9 pound-foot). Use EMCO Wheaton Torque Test Tool Part Number 494240 or any torque test tool stated in TP-201.1B. Compliance with this requirement shall be demonstrated in accordance with TP-201.1B, **Static Torque of Rotatable Phase I Adaptors (October 8, 2003)**.
2. The vapor adaptor poppet shall not leak when closed. Compliance with this requirement shall be verified by the use of commercial liquid leak detection solution, or by bagging, when the vapor containment space of the underground storage tank is subjected to a non-zero gauge pressure. (Note: leak detection solution will detect leaks only when positive gauge pressure exists.)

### **Vapor Recovery and Product Adaptor Dust Caps**

Dust caps with intact gaskets shall be installed on all Phase I tank adaptors.

### **Spill Container Drain Valve**

The spill container drain valve is configured to drain liquid directly into the drop tube and is isolated from the underground storage tank ullage space. The leak rate of the drain valve shall not exceed 0.17 CFH at 2.00 inches H<sub>2</sub>O. Depending on the presence of the drop tube overfill prevention device, compliance with this requirement shall be demonstrated in accordance with either **TP-201.1C, *Leak Rate of Drop Tube/Drain Valve Assembly (October 8, 2003)***, or **TP-201.1D, *Leak Rate of Drop Tube Overfill Prevention Devices and Spill Container Drain Valves (October 8, 2003)***.

### **Vapor Recovery Riser Offset**

1. The vapor recovery tank riser may be offset from the tank connection to the vapor recovery Spill Container provided that the maximum horizontal distance (offset distance) does not exceed twenty (20) inches. One example of an offset is shown in Figure 2G.
2. The vapor recovery riser may be offset up to 20 inches horizontal distance with use of commercially available, four (4) inch diameter steel pipe fittings.

### **Tank Gauge Port Components**

The tank gauge adaptor and cap are paired. Therefore, an adaptor manufactured by one company shall be used only with a cap manufactured by the same company. Figure 2E shows a typical installation of tank gauge port components.

### **Connections and Fittings**

All connections and fittings not specifically certified with an allowable leak rate shall not leak. The absence of vapor leaks shall be verified with the use of commercial liquid leak detection solution, or by bagging, when the vapor containment space of the underground storage tank is subjected to a non-zero gauge pressure. (Note: leak detection solution will detect leaks only when positive gauge pressure exists.)

### **Maintenance Records**

Each GDF operator/owner shall keep records of maintenance performed at the facility. Such record shall be maintained on site or in accordance with district requirements or policies. The records shall include the maintenance or test date, repair date to correct test failure, maintenance or test performed, affiliation, telephone number, name and Certified Technician Identification Number of individual conducting maintenance or test. An example of a Phase I Maintenance Record is shown in Figure 2H.

**Table 2-1  
Gasoline Dispensing Facility Compliance Standards and Specifications**

<b>Component / System</b>	<b>Test Method</b>	<b>Standard or Specification</b>
Rotatable Phase I Adaptors	TP-201.1B	Minimum, 360-degree rotation Maximum, 108 pound-inch average static torque
Overfill Prevention Device	TP-201.1D	Leak rate ≤ 0.17 CFH at 2.00 inches H <sub>2</sub> O
Spill Container Drain Valve	TP-201.1D	Leak rate ≤ 0.17 CFH at 2.00 inches H <sub>2</sub> O
P/V Vent Valve <sup>1</sup>	TP-201.1E	Positive pressure setting: 2.5 to 6.0 inches H <sub>2</sub> O Negative pressure setting: 6.0 to 10.0 inches H <sub>2</sub> O Positive Leak rate: 0.05 CFH at 2.0 inches H <sub>2</sub> O Negative Leak rate: 0.21 CFH at -4.0 inches H <sub>2</sub> O
Vapor Recovery System	TP-201.3	As specified in TP-201.3 and/or CP-201
All connections and fittings certified without an allowable leak rate	Leak Detection Solution or bagging	No Leaks

**Table 2-2  
Maintenance Intervals for System Components<sup>2</sup>**

<b>Manufacturer</b>	<b>Component</b>	<b>Maintenance Interval</b>
Husky	Pressure/Vacuum Vent Valve	Annual
FFS	Pressure/Vacuum Vent Valve	Annual
EMCO Wheaton	Tank Gauge Port Components	Annual
EMCO Wheaton	Dust Caps	Annual
CompX Security Products	Dust Caps	Annual
OPW	Dust Caps	Annual
EMCO Wheaton	Overfill Prevention Device	Annual
EMCO Wheaton	Rotatable Phase I Product and Vapor Adaptors	Annual
EMCO Wheaton	Spill Container Drain Valve	Quarterly
EMCO Wheaton	Spill Container	Quarterly and After Each Delivery

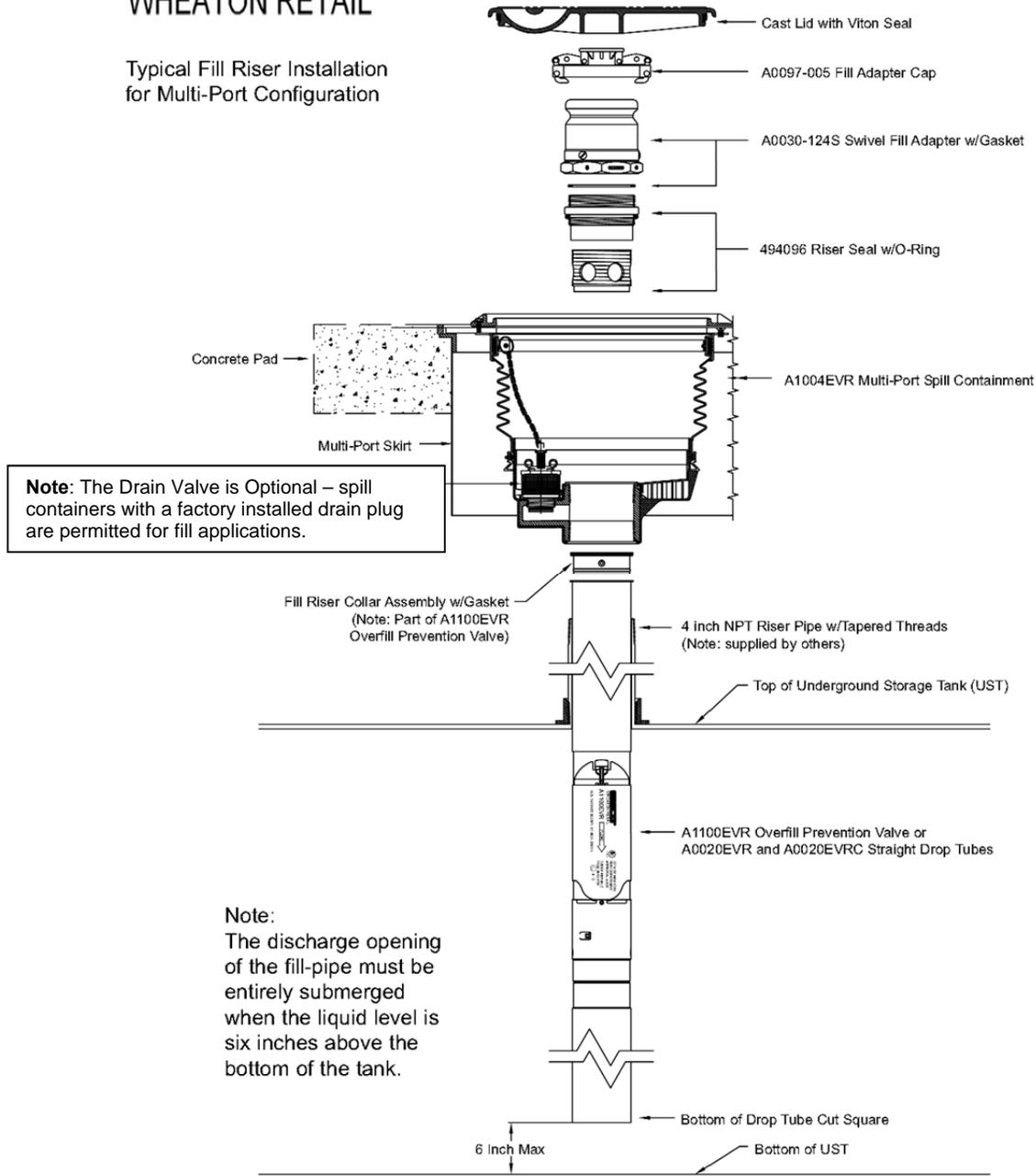
<sup>1</sup> Compliance determination is at the option of the district.

<sup>2</sup> Maintenance must be conducted within the interval specified from the date of installation and at least within the specified interval thereafter. Maintenance requirements can be found in the ARB-Approved IOM.

**Figure 2A**  
**Typical Multi-Port Product Side Installation of EMCO System<sup>3</sup>**

**EMCO**<sup>®</sup>  
 WHEATON RETAIL

Typical Fill Riser Installation  
 for Multi-Port Configuration



EWRC Multi Fill Config.dwg - Revised 04/06/2011

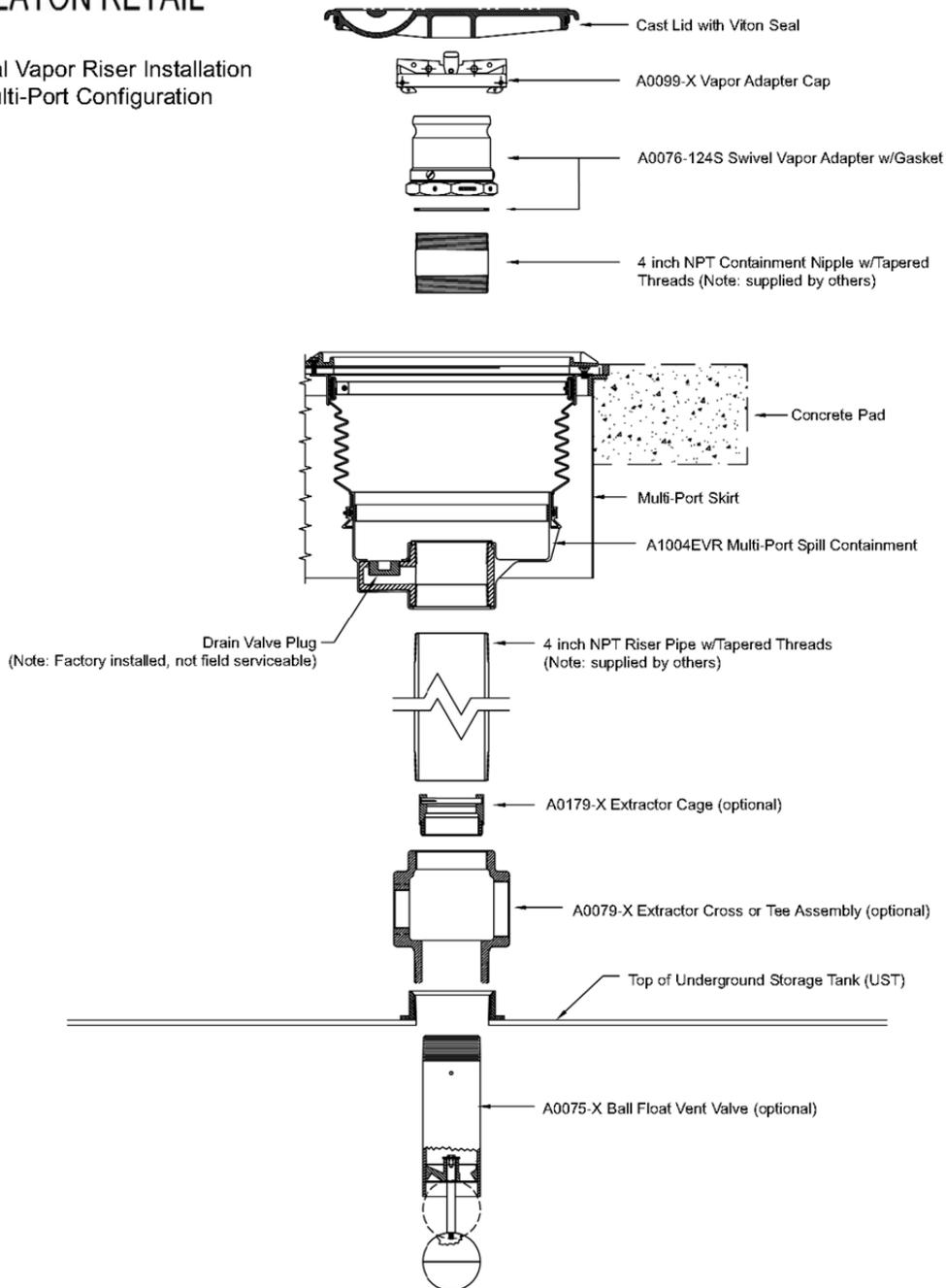
<sup>3</sup> McGard FL1 or FL2 Fuel Lock (Optional - Not Pictured), if installed, would be positioned inside the riser seal (or pipe nipple) below the rotatable adaptor.

Figure 2B

Typical Multi-Port Vapor Recovery Installation of EMCO System

**EMCO**<sup>®</sup>  
WHEATON RETAIL

Typical Vapor Riser Installation  
for Multi-Port Configuration



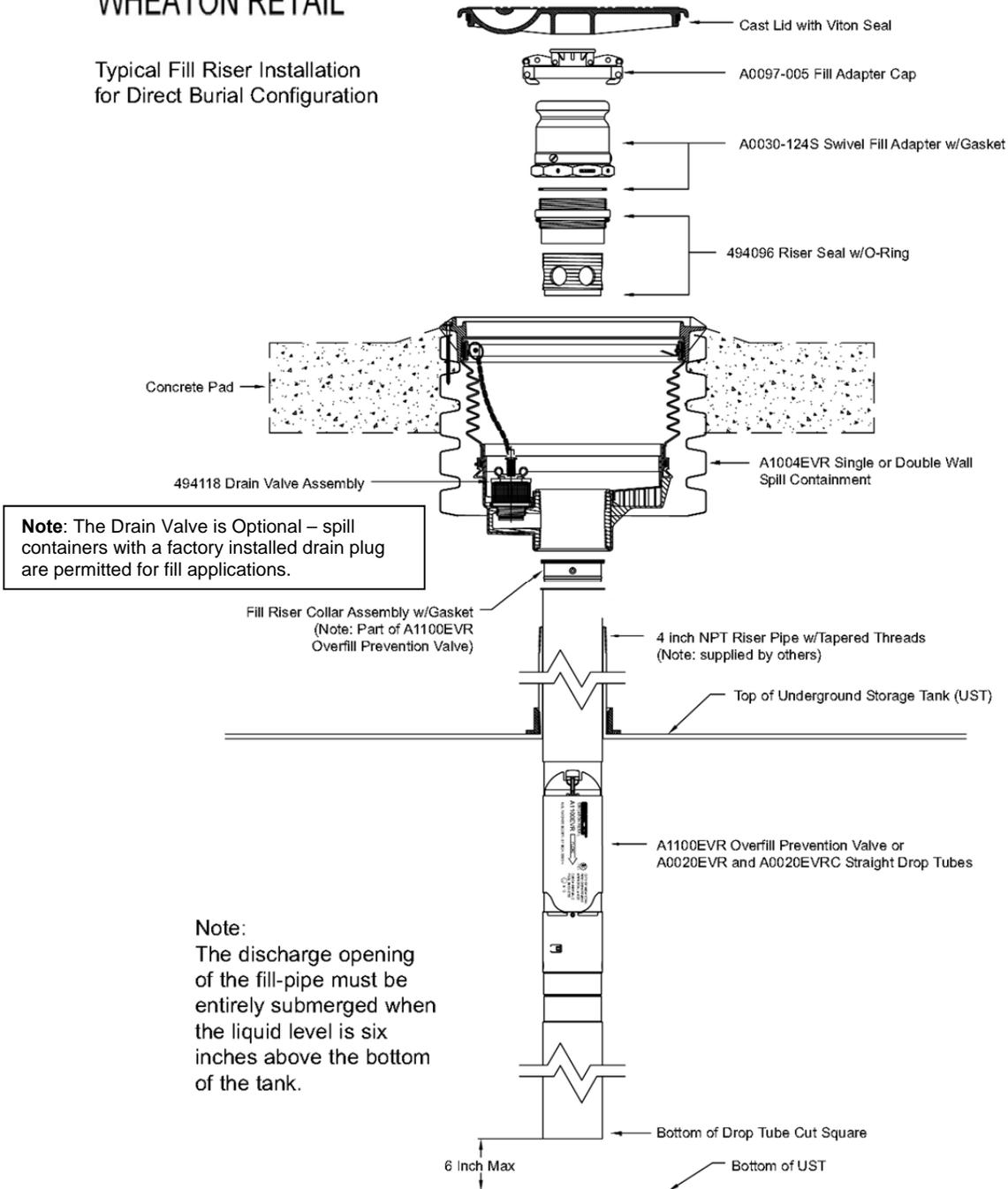
EWRC Multi Vapor Config.dwg - Revised 04/08/2011

Figure 2C

Typical Direct Burial Product Side Installation of EMCO System<sup>4</sup>

**EMCO**®  
WHEATON RETAIL

Typical Fill Riser Installation  
for Direct Burial Configuration



EWRC Fill Config.dwg - Revised 04/05/2011

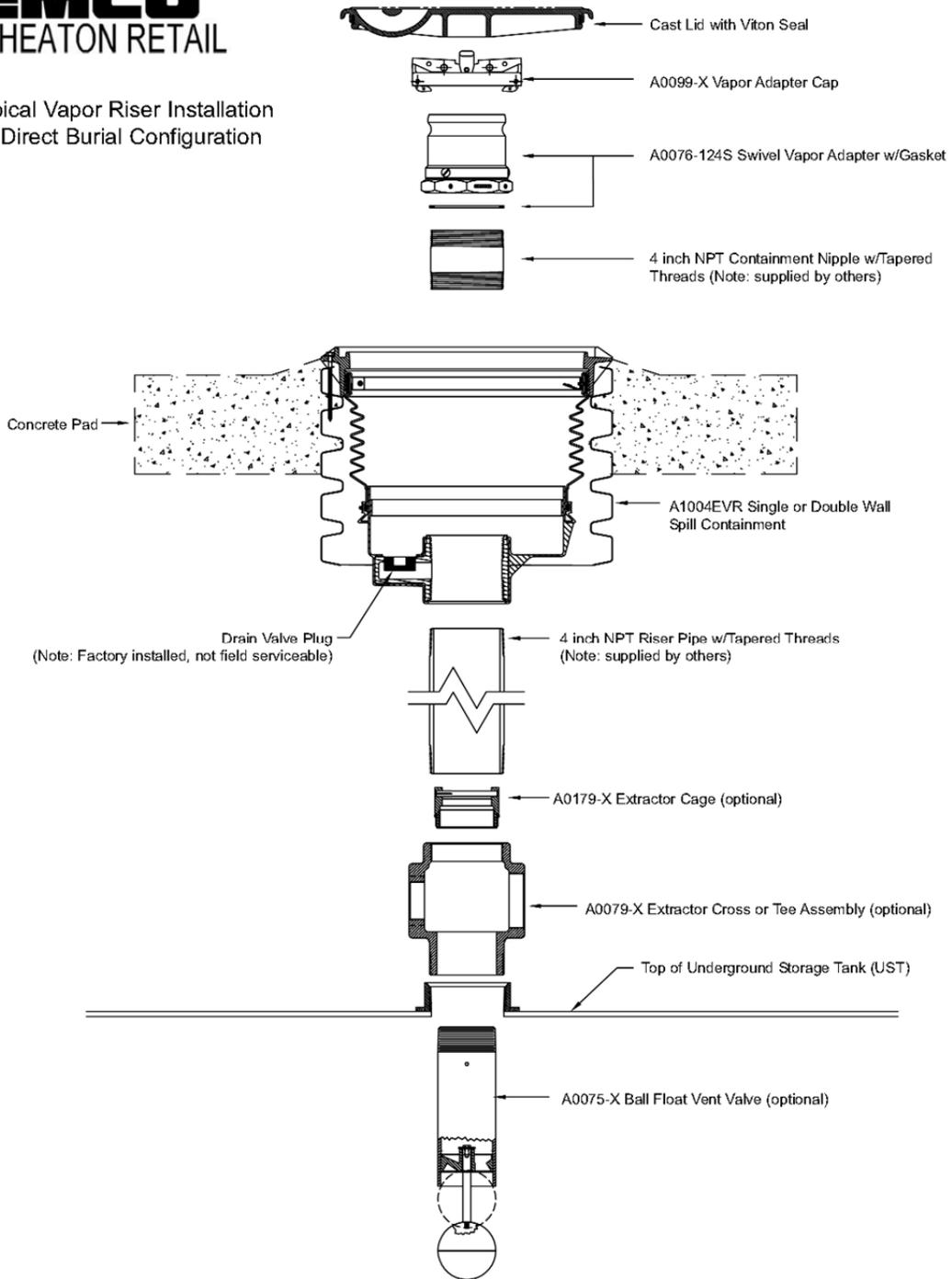
<sup>4</sup> McGard FL1 or FL2 Fuel Lock (Optional - Not Pictured), if installed, would be positioned inside the riser seal (or pipe nipple) below the rotatable adaptor.

Figure 2D

Typical Direct Burial Vapor Recovery Installation of EMCO System

**EMCO**®  
WHEATON RETAIL

Typical Vapor Riser Installation  
for Direct Burial Configuration



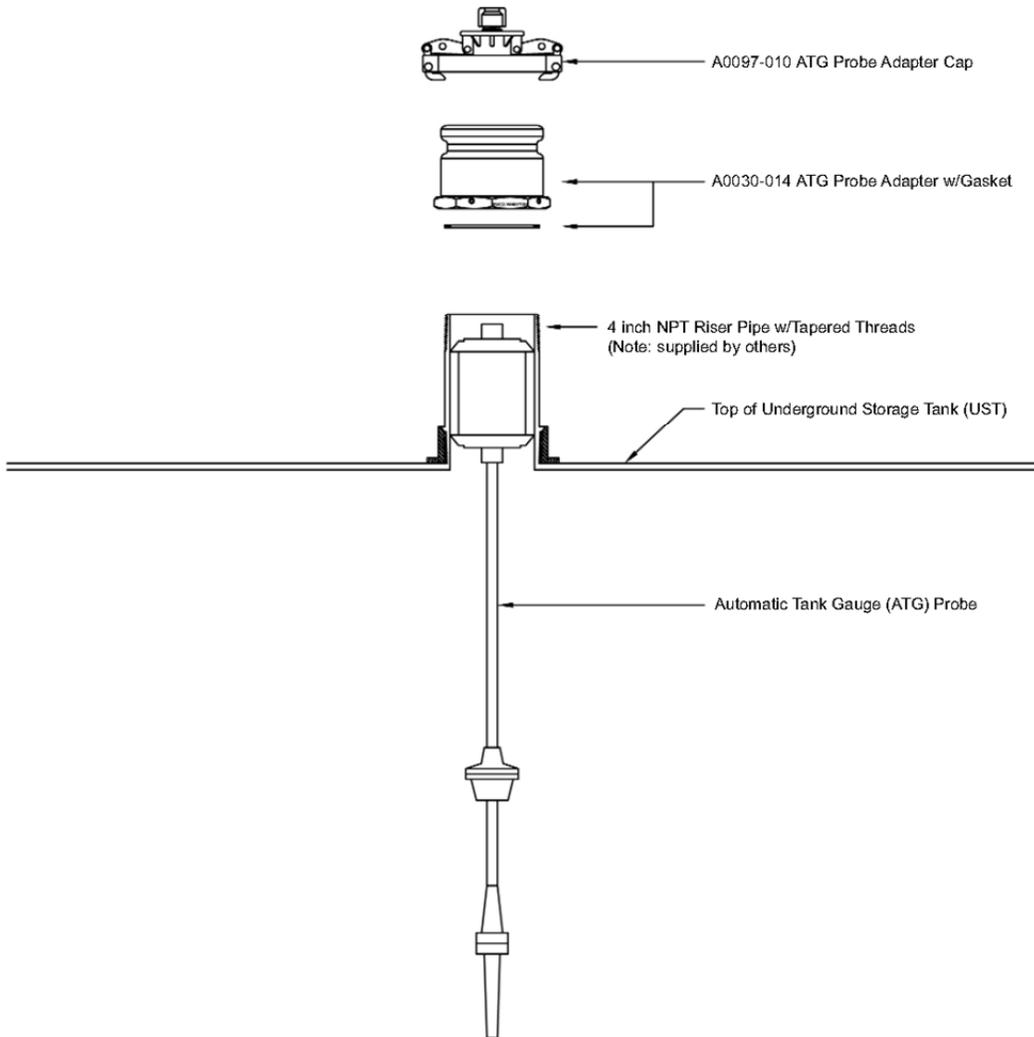
EWRC Vapor Config.dwg - Revised 04/08/2011

Figure 2E

Typical Automatic Tank Gauge Probe Riser Installation of the EMCO System



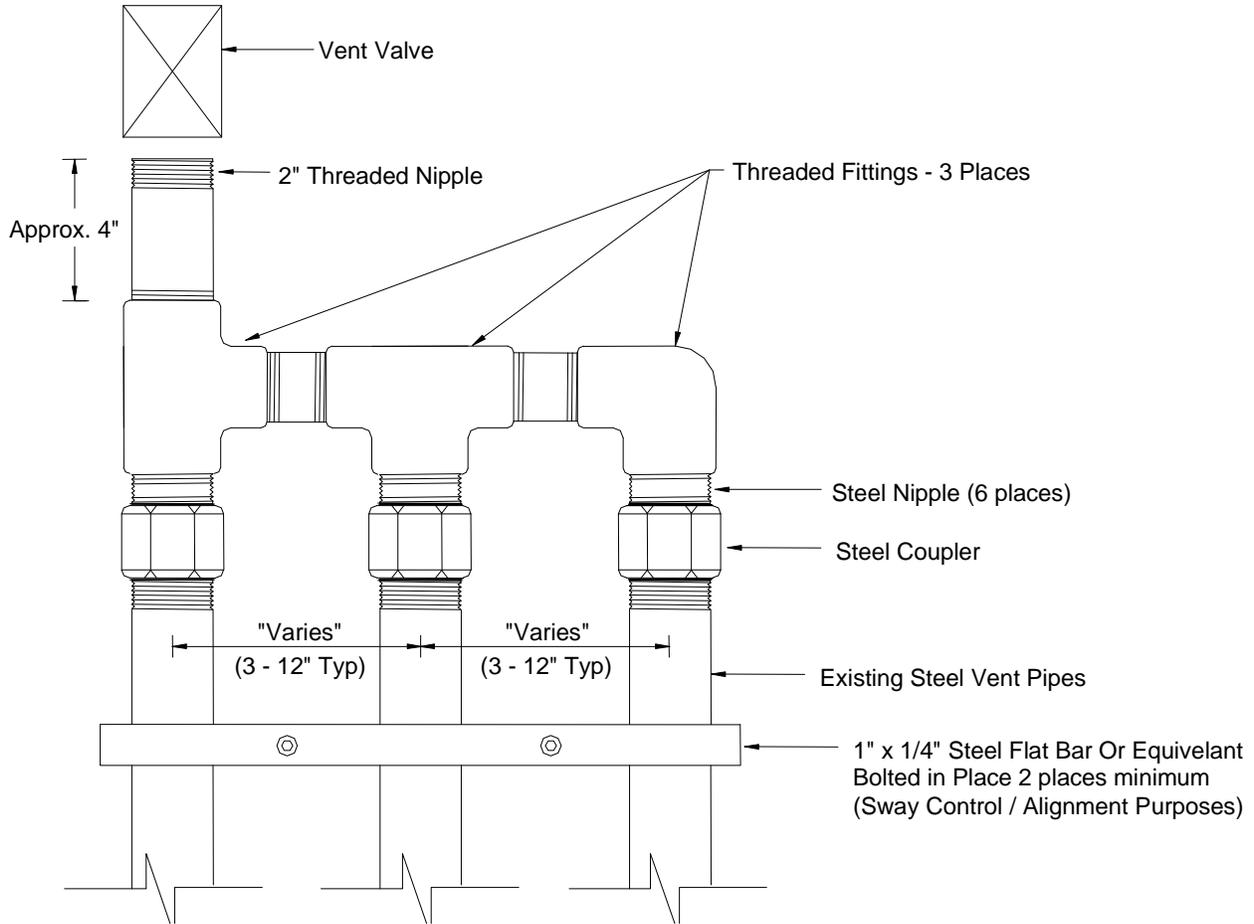
Typical Automatic Tank Gauge  
(ATG) Probe Riser Configuration



EWRC ATG Probe Config.dwg - Revised 04/07/2011

**Figure 2F**

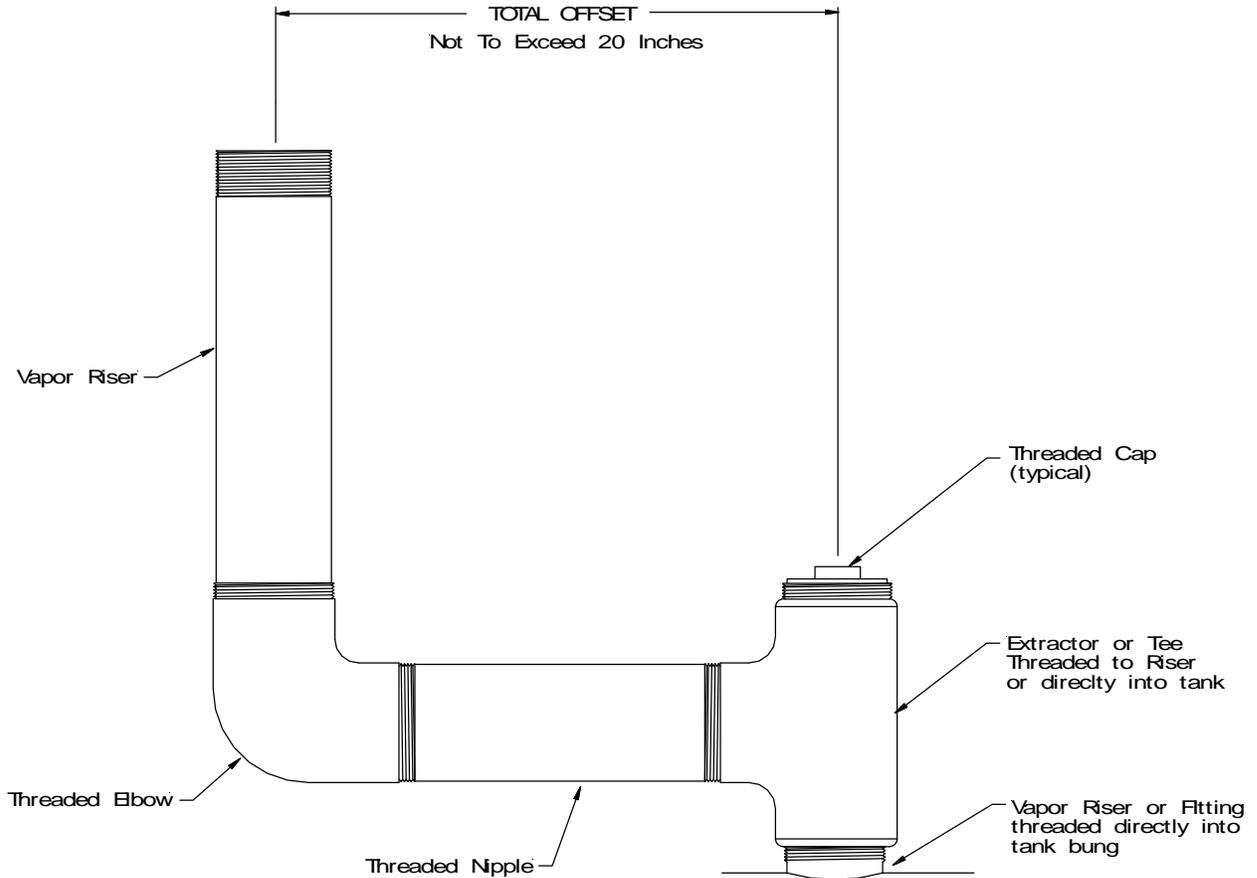
**Typical Vent Pipe Manifold**



Note: This shows only one typical configuration; other manifold configurations may be used. For example, a tee may be located in a different position, or fewer vent pipes may be connected, or more than one P/V valve may be installed on the manifold.

**Figure 2G**

**Typical Vapor Recovery Riser Offset**



Note: This figure represents one instance where a vapor recovery riser has been offset in order to construct a two-point Phase I vapor recovery system. The above figure illustrates an offset using a 90-degree elbow. However, in some instances, elbows less than 90 degrees may be used. All fittings and pipe nipples shall be 4-inch diameter similar to those of the spill container and rotatable Phase I adaptors in order to reduce back pressure during a gasoline delivery.

**Figure 2H**

**Example of a GDF Maintenance Record**

<b>Date of Maintenance/ Test/Inspection/Failure</b>	<b>Repair Date To Correct Test Failure</b>	<b>Maintenance/Test/Inspection Performed and Outcome</b>	<b>Affiliation</b>	<b>Name and Certified Technician Identification Number of Individual Conducting Maintenance or Test</b>	<b>Telephone Number</b>

## Exhibit 3

### Manufacturing Performance Standards and Specifications

The EMCO Wheaton System and all components shall be manufactured in compliance with the applicable Phase I performance standards and specifications in CP-201, as well as the requirements specified in this Executive Order. All components shall be manufactured as certified; no change to the equipment, parts, design, materials or manufacturing process shall be made unless approved in writing by the Executive Officer. Unless specified in Exhibit 2 or in the ARB Approved Installation, Operation and Maintenance Manual for the EMCO Wheaton Phase I Vapor Recovery System, the requirements of this section apply to the manufacturing process and are not appropriate for determining the compliance status of a GDF.

#### Pressure/Vacuum Vent Valves for Storage Tank Vent Pipes

1. Each pressure/vacuum vent valve (P/V valve) shall be tested at the factory for cracking pressure and leak rate at each specified pressure setting and shall be done in accordance with **TP-201.1E, Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves** (October 8, 2003).
2. Each P/V valve shall be shipped with a card or label stating the performance specifications listed in Table 3-1, and a statement that the valve was tested to, and met, these specifications.
3. Each P/V valve shall have permanently affixed to it a yellow, gold, or white colored label with black lettering listing the positive and negative pressure settings and leak rate standards listed in Table 3-1. The lettering of the positive and negative pressure settings and leak rate standards on the label shall have a minimum font size of 20.

#### Rotatable Product and Vapor Recovery Adaptors

1. The rotatable product and vapor recovery adaptors shall not leak.
2. The product adaptor cam and groove shall be manufactured in accordance with the cam and groove specifications shown in Figure 3A of CP-201.
3. The vapor recovery adaptor cam and groove shall be manufactured in accordance with the cam and groove specifications shown in Figure 3B of CP-201.
4. Each product and vapor recovery adaptor shall be tested at the factory to, and met, the specifications listed in Table 3-1 and shall have affixed to it a card or label listing these performance specifications and a statement that the adaptor was tested to, and met, such specifications. (Reference EMCO test procedures TP-157 and TP-158)

### **Spill Container and Drain Valves**

Each spill container drain valve shall be tested at the factory to, and met, the following specification listed in Table 3-1 and shall have affixed to it a card or label listing the following performance specification and a statement that the drain valve was tested to, and met, such performance specification.

### **Drop Tube Overfill Prevention Device**

Each Drop Tube Overfill Prevention Device shall be tested at the factory to, and met, the specification listed in Table 3-1 and shall have affixed to it a card or label listing the performance specification and a statement that the device was tested to, and met, such performance specification.

**Table 3-1  
Manufacturing Component Standards and Specifications**

<b>Component</b>	<b>Test Method</b>	<b>Standard or Specification</b>
Rotatable Phase I Adaptors	TP-201.1B	Minimum, 360-degree rotation Maximum, 108 lb-inch average static torque
Rotatable Phase I Adaptors	Micrometer	Cam and Groove Standard (CP-201)
Spill Container Drain Valve	TP-201.1D	Leak rate $\leq 0.17$ CFH at 2.00 inches H <sub>2</sub> O
Overfill Prevention Device	TP-201.1D	Leak rate $\leq 0.17$ CFH at 2.00 inches H <sub>2</sub> O
Pressure/Vacuum Vent Valve	TP-201.1E	Positive Pressure: 2.5 to 6.0 inches H <sub>2</sub> O Negative Pressure: 6.0 to 10.0 inches H <sub>2</sub> O Leak rate: $\leq 0.05$ CFH at +2.0 inches H <sub>2</sub> O $\leq 0.21$ CFH at -4.0 inches H <sub>2</sub> O

## **Exhibit 4 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.

### **EMCO Wheaton Retail Corporation CALIFORNIA EVR 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. Emco Wheaton Retail Corporation warrants its California enhanced vapor recovery (EVR) components for a period of one (1) year from date of installation. The EVR components are warranted to meet the performance standards and specifications to which it was certified by the California Air Resources Board (CARB) for the duration of the warranty period. This warranty extends to the purchaser and any subsequent purchaser of the Emco Wheaton Retail components during the warranty period.

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 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. Warranty issue is contingent upon proof of installation to establish that the product falls within the warranty period. Proof on installation shall be: 1) warranty information completed by the certified contractor (warranty card), 2) contractor invoice, 3) end-user sales receipt, or 4) copy of the appropriate log book entry from the gasoline dispensing facility. Nozzle serial number must be included on proof of installation document.

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 without notice or obligation. Emco Wheaton Retail Corporation reserves the right to make changes at any time in materials, specifications and models upon CARB approval.

# Emco Warranty Tag

	<b>EMCO<sup>®</sup></b> <b>WHEATON RETAIL</b>	(252) 243-0150
	<b>Phase I EVR Warranty Tag</b>	
Emco Wheaton Retail warrants its California enhanced vapor recovery (EVR) components for a period of one (1) year from date of installation.		
This component was factory tested to and met all applicable performance standards and specifications to which it was certified by the California Air Resources Board (ARB). The performance standards and specifications are listed in the applicable ARB Executive Orders and Certification Procedure 201.		
<b>IMPORTANT: Leave this warranty tag with the station owner and/or operator.</b>		
<b>Emco Wheaton Retail Corp.</b> 2300 Industrial Park Dr., Wilson, NC 27893    p/n 570964		
		Manufacture Date: _____ Name of Contractor: _____ Name of Technician: _____ Technician Signature: _____ Technician Certification Number: _____ Installation Date: _____ Installation Site: _____ Distributor Name: _____ Branch Location: _____
		<input type="checkbox"/> Adapter <input type="checkbox"/> Spill Containment <input type="checkbox"/> Cap <input type="checkbox"/> Ball Float <input type="checkbox"/> OPV/Drop Tube <input type="checkbox"/> Extractor Fitting <input type="checkbox"/> Riser Seal
		Model No.: _____

**Reason for returning product: Please select appropriately.**

Important: Failure to complete accurately may cause delays processing warranty claim.

- Experiencing premature shut-off
- Bad threads
- Broken linkage
- Damaged o-ring/gasket
- Fails Leak Decay Test CARB TP-201.3
- Fails Static Torque Test CARB TP-201.1B
- Fails OPV/Drop Tube & Drain Valve Leak Test CARB TP-201.1D

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Franklin Fueling Systems Warranty Statement and Tag**

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 Resource 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/Compliance Specifications) and Exhibit 3 (Manufacturing Performance Standards) 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: \_\_\_\_\_

## OPW STANDARD PRODUCT WARRANTY TAG

Notice: FlexWorks by OPW, Inc., VAPORSAVER™ and all other OPW products must be used in compliance with all applicable federal, state, provincial and local laws, rules and regulations. Product selection is the sole responsibility of the customer and/or its agents and must be based on physical specifications and limitations, compatibility with the environment and material to be handled. All illustrations and specifications in this literature are based on the latest production information available at the time of publication. Prices, materials and specifications are subject to change at any time, and models may be discontinued at any time, in either case, without notice or obligation.

OPW warrants solely to its customer (the initial purchaser and any subsequent purchasers within the warranty period) that the following products sold by OPW will be free from defects in materials and workmanship under normal use and conditions for the periods indicated:

PRODUCT	WARRANTY PERIOD
FlexWorks Primary Pipe	10 years from date of manufacture
All Products and replacement parts installed in the State of California Certified to California CP-201 and/or CP-206 Standards*	1 year from-date of installation (proof of purchase from certified contractors/technicians required) OPW warrants ongoing compliance with the standards and specifications for the duration of the warranty period required by the State of California; this limited warranty is under the condition the equipment was installed and maintained by trained and certified contractors/technicians unless noted in Installation Manual
All other Products and replacement parts	1 year from date of manufacture**
*Products certified to California CP-201 and/or CP-206 Standards have been factory tested and met all applicable performance standards and specifications and will have an OPW registration card enclosed/attached to the product	

OPW's exclusive obligation under this limited warranty is, at its option, to repair, replace or issue credit (in an amount not to exceed the list price for the product) for future orders for any product that may prove defective within the applicable warranty period. (Parts repaired or replaced under warranty are subject to prorated warranty coverage for remainder of the original warranty period). Complete and proper warranty claim documentation and proof of purchase required. All warranty claims must be made in writing and delivered during the applicable warranty period to OPW at OPW 9393 Princeton-Glendale Road Hamilton, Ohio, USA 45011, Attention: Customer Service Manager. No products may be returned to OPW without its prior written authority.

This limited warranty shall not apply to any FlexWorks or VAPORSAVER™ product unless it is installed by an OPW attested installer and all required site and warranty registration forms are completed and received by OPW within 60 days of installation. This limited warranty also shall not apply to any FlexWorks, VAPORSAVER™ or other OPW product: unless all piping connections are installed with a nationally-recognized or state-approved leak detection device in each tank and dispenser sump (which are not for storage and from which all discharge hydrocarbons must be removed, and the systems completely cleaned, within 24 hours); unless testable sumps utilize FlexWorks pipe and access fittings; unless a sump inspection log or an EPA recommended/required checklist is maintained and the results are furnished to OPW upon request; and unless OPW is notified within 24 hours of any known or suspected product failure and is provided with unrestricted access to the product and the site. This limited warranty also shall not apply to any product which has been altered in any way, which has been repaired by anyone other than a service representative authorized by OPW, or when failure or defect is due to: improper installation or maintenance (including, without limitation, failure to follow FlexWorks Quick Reference Manual Installation Guide and all product warning labels); abuse or misuse;

violation of health or safety requirements; use of another manufacturer's, or otherwise unauthorized, substances or components; soil or other surface or subsurface conditions; or fire, flood, storm, lightning, earthquake, accident or any other conditions, events or circumstances beyond OPW's control.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

OPW shall have no other liability whatsoever, whether based on breach of contract, negligence, gross negligence, strict liability or any other claim, including, without limitation, for special, incidental, consequential or exemplary damages or for the cost of labor, freight, excavation, clean-up, downtime, removal, reinstallation, loss of profit, or any other cost or charges. No person or entity is authorized to assume on behalf of OPW any liability beyond this limited warranty. This limited warranty is not assignable.

\*\* Date of manufacture on this product is located (*location will be specific to each component*)



North America Toll Free - TELEPHONE: (800) 422-2525 - Fax:  
(800) 421-3297 - Email: [domesticsales@opw-fc.com](mailto:domesticsales@opw-fc.com)

9393 Princeton-Glendale Road  
Hamilton, Ohio 45011

International – TELEPHONE: (513) 870-3315 or (513) 870-3261 -  
Fax: (513) 870-3157 - Email: [intlsales@opw-fc.com](mailto:intlsales@opw-fc.com)  
[www.opwglobal.com](http://www.opwglobal.com)

## Comp X TANK Commander Warranty Statement and Tag

Seller warrants to the initial and subsequent purchasers, for a period of one year from date of installation, that the Products sold hereunder will, at the time of delivery: (a) comply with the ARB CP-201 standards and specifications for the duration of the warranty period for such Products in effect at the time of shipment or such other specifications as are expressly agreed upon by Seller and Buyer in writing; (b) be adequately contained, packaged, and labeled; and (c) conform to any promises and affirmations of fact made on the container and label. In the event that any such Products fail to conform to the foregoing warranty, Seller will, at its option, repair or replace such nonconforming Products, or credit Buyer for an amount not to exceed the original sales price of such Products. Shipping costs incurred in returning such nonconforming Products to Seller shall be borne by Seller, but Seller shall in no event be liable for any inspection, handling, or packaging costs incurred by Buyer in connection with such Products. Buyer's negligence, misuse, improper installation, or unauthorized repair or alteration, shall void this warranty. The TANK Commander Warranty tag is located on the inside cover of the product.

### Warranty Tag

TANK Commander TC-1

1 year warranty from date of installation

Date of manufacture \_ / \_ / \_ \_ \_ \_

The CompX TANK Commander product was factory tested and meets the standards and specifications to which it was certified by the California Air Resources Board (CARB) as indicated in the related CARB Phase I EVR Executive Orders.

## Husky Corporation Warranty Statement and Tag

**VAPOR PRODUCTS** – Husky Corporation will, at its option, repair, replace, or credit the purchase price of any Husky manufactured product which proves upon examination by Husky, to be defective in material and/or workmanship for a period of one (1) year of installation or fifteen (15) months from the manufacture date of shipment by Husky, whichever occurs first. The warranty period on repaired or replacement vapor recovery products is only for the remainder of the warranty period of the defective product.

**EVR PRODUCTS** – With respect to EVR products installed in California, for a period of one (1) year from the date of installation, Husky warrants that the product will be free from defects in materials and workmanship (if the installation date is in question or indeterminable, Husky will warrant the product for 12 months from sale by Husky). Husky confirms that the warranty is transferable to a subsequent purchaser within the warranty period. However, the warranty does not follow the product from its initial installation location to succeeding locations. Husky confirms these products are warranted to meet the performance standards and specifications to which it was certified by CARB for the duration of the warranty. EVR products must be installed per CARB Executive Order and must follow the Husky Installation Instructions or the warranty is void. The warranty tag included with the EVR product must be provided to the end user at installation. A completed warranty tag and installation documentation is required to be returned with the product to be eligible for warranty consideration.

**CONVENTIONAL PRODUCTS** – Husky Corporation will, at its option, repair, replace, or credit the purchase price of any Husky manufactured product which proves upon examination by Husky, to be defective in material and/or workmanship for a period of one (1) year from the manufacture date of shipment by Husky.

Buyer must return the products to Husky, transportation charges prepaid. This Warranty excludes the replaceable bellows, bellows spring assembly, spout assembly and scuff guard, unless (i) damage is obvious when the product is removed from shipping carton and (ii) the defective product is returned to Husky prior to use. This warranty does not apply to equipment or parts which have been installed improperly, damaged by misuse, improper operation or maintenance, or which are altered or repaired in any way.

The warranty provisions contained herein apply only to original purchasers who use the equipment for commercial or industrial purposes. There are no other warranties of merchantability, fitness for a particular purpose, or otherwise, and any other such warranties are hereby specifically disclaimed.

Husky assumes no liability for labor charges or other costs incurred by Buyer incidental to the service, adjustment, repair, return, removal or replacement of products. Husky assumes no liability for any incidental, consequential, or other damages under any warranty, express or implied, and all such liability is hereby expressly excluded. Husky reserves the right to change or improve the design of any Husky fuel dispensing equipment without assuming any obligations to modify any fuel dispensing equipment previously manufactured.

# Husky Warranty Tag



**\* WARRANTY TAG**  
 Husky Corporation  
 2325 Husky Way  
 Pacific, Mo 63069  
 (800) 325-3558

Station Name: \_\_\_\_\_

Store #: \_\_\_\_\_ Date: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Service Contractor: \_\_\_\_\_

Service Tech: \_\_\_\_\_

Distributor: \_\_\_\_\_

No warranty accepted without warranty tag filled out completely and attached to product.

**Husky  
 General Fueling Products:**

Model #: \_\_\_\_\_

Serial #: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Manufacturer Lot #: \_\_\_\_\_

Work order # (if applicable): \_\_\_\_\_

RGA #: \_\_\_\_\_

Form #009179-6 03/2013

FRONT VIEW

## FOR REFERENCE ONLY

Reason for Return (check all applicable):

<input type="checkbox"/> Leaking Fuel Around Spout	<input type="checkbox"/> Failed Pressure Decay Test
<input type="checkbox"/> Leaking Fuel In Trigger Area	<input type="checkbox"/> Leaking Fuel at Hose Inlet
<input type="checkbox"/> Keeps Shutting Off	<input type="checkbox"/> Mechanical Malfunction
<input type="checkbox"/> Will Not Shut Off	<input type="checkbox"/> Dispenses Fuel Without Pulling Lever

Notes / Comments: \_\_\_\_\_

---

EVR products installed in California are warranted for 1 year from the date of installation. Manufacturing data can be found on the product data tag attached to the product. Husky confirms the product was tested at the factory and met all applicable performance standards in CP-201 including Pressure Setting: 2.5-6.0 in W.C., Vacuum Setting: 6.0 - 10.0 in W.C. and Leak Rate: 0.05 CFH @ +2.0 in W.C. and 0.21 CFH @ -4.0 in W.C. Please provide installation documentation such as a purchase order, an invoice or a receipt at time of claim.

BACK VIEW

## **McGard Warranty Statement and Tag**

McGard Fuel Locks 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 Resource 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/Compliance Specifications) and Exhibit 3 (Manufacturing Performance Standards) in the related CARB EO.

McGard warrants that McGard Fuel Lock 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 McGard Fuel Locks, (b) design changes to McGard Fuel Locks, (c) performance specifications of the McGard Fuel Locks, and (d) duration of the warranty period of McGard Fuel Locks.

McGard Fuel Locks 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 as defined in the related CARB EO and to generally accepted industry standards.

McGard reserves the right to make changes in the design or to make additions or improvements with respect to McGard Fuel Locks without incurring any obligation to modify or install same on previously manufactured products, upon written approval from CARB.

McGard 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 McGard after the date of such change or cancellation. No agents, distributors, dealers, or employees of McGard are authorized to make modifications to this warranty or to make additional warranties with respect to any McGard Fuel Locks. Accordingly, any statements made by individuals, whether oral or written, shall not constitute a warranty of McGard and shall not be relied upon.

McGard warrants the workmanship and materials of McGard Fuel Locks to be free of defects, at the time of sale by McGard, for a period of one year (12 months) from the date of installation. When warranty for McGard Fuel Locks 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 McGard Fuel Locks 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 McGard (date of manufacture is engraved on side of lock body). In all cases, installation date or purchase date will require providing formal documentation to McGard 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 McGard authorized service company

and distributor work orders, startup/installation documentation, maintenance logs, and/or sales receipts.

McGard 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-McGard replacement parts, the unauthorized addition of non-McGard items to McGard Fuel Locks, and the unauthorized alteration of McGard Fuel Locks will void warranty. McGard shall, as to each defect, be relieved of all obligations and liabilities under a components warranty if the McGard Fuel Locks have been operated with any accessory, equipment, or a part not specifically approved by McGard and not manufactured by McGard to McGard design and specifications.

McGard Fuel Lock 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). McGard Fuel Lock warranty shall not apply to vandalism, theft, 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 McGard written warranty, McGard 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 McGard Fuel Lock.

Other than those McGard Fuel Locks specifically designated for fuel concentrations of 85% ethanol with 15% gasoline (E85), McGard Fuel Lock 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 McGard Fuel Lock warranty must be submitted in writing promptly after discovery of a defect with a Returned Goods Authorization (RGA) Number from McGard. McGard will honor warranty claims processed through McGard authorized service companies and distributors only. McGard 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 McGard's facilities, with the RGA Number indicated on the returned product, to the following address for inspection:

McGard LLC, ATTN: Warranty Department, 3875 California Road, Orchard Park, NY 14127 USA

McGard, upon inspection and after determination of a warranty defect, will at its option, repair or replace defective parts returned to McGard's facility or where the product is in use. Repaired or replaced parts will be returned freight prepaid by McGard.

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:

\_\_\_\_\_