

Submersible Pumping and Fuel Management Systems Limited Warranty - FE Petro and INCON



The following warranties are subject in their entirety to the attached General Terms and Conditions Applicable to all Franklin Fueling Systems Limited Warranties.

Applicable Warranty Periods:

90-Day Warranty Coverage (Applicable Only to Tank Gauge Software, OEM Equipment and Non-Serialized Equipment):

For a period of 90 days from date of shipment, FFS warrants that the **Tank Gauge Software, OEM Equipment and Non-Serialized Equipment** will be free from defects in materials and workmanship. No warranty coverage exists for labor costs attributable to this 90-day warranty.

Two-Year Warranty Coverage and One-Year Labor Coverage (Applicable Only to FE Petro Equipment):

For a period of two years from date of manufacture, FFS warrants that the **FE Petro Equipment** will be free from defects in materials and workmanship. Labor costs are covered under this warranty but only (i) if a warranty claim is made during the one year from the date of manufacture and (ii) to the extent set forth under the Labor Reimbursement section below.

One/Two-Year Warranty Coverage (Applicable Only to Serialized INCON Equipment):

For a period of one year from date of installation or two years from date of manufacture, whichever comes first, FFS warrants that the **Serialized INCON Equipment** will be free from defects in materials and workmanship. Labor costs are covered under this one/two-year warranty, but only to the extent set forth under the Labor Reimbursement section below.

Labor Reimbursement for Submersible Pumping System or Fuel Management System Products:

To qualify as reimbursable labor costs under this warranty, the (a) labor costs must be reasonable and customary labor costs required to repair or replace (as applicable) the Submersible Pumping system or Fuel Management System product that is covered by this warranty, (b) labor costs are limited to an amount that is no more than the labor rates then in effect for the type of labor to be performed in the area in which the product is installed, (c) labor costs must be solely for the repair or replacement (supplied by or on behalf of FFS) of the covered Submersible Pumping system or Fuel Management System product, and (d) combined labor and travel time cannot exceed 4 hours or 200 miles round trip, unless pre-approved in writing by FFS. The term of the labor warranty for Submersible Pumping Systems equipment is 12 months from manufacture date. The term of the labor warranty for INCON equipment is one year from date of installation or two years from date of manufacture, whichever comes first.

Additional Terms and Conditions for Warranty Coverage:

Each of the following terms and conditions apply to this warranty:

- A. FFS will honor warranty claims for Fuel Management Systems only through FFS authorized service companies and distributors.
- B. FFS will only warrant service work for Fuel Management Systems performed by FFS trained and certified technicians.
- C. Failure to use the specific Belden probe cable as specified in the installation guide will void this warranty.

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. FE Petro and INCON equipment must be shipped freight prepaid to the address below for inspection; *provided, however*, that FFS will arrange and pay for shipment of any INCON equipment returned and found to be defective under this warranty.

FE Petro Products: Franklin Fueling Systems, Inc. ATTN: Warranty Department 3760 Marsh Road Madison, WI 53718, USA	INCON Products: Franklin Fueling Systems, Inc. ATTN: Warranty Department 92 Industrial Park Road Saco, ME 04072 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 FFS's facility. Repaired or replaced parts will be returned freight prepaid by FFS.

Service Station Hardware and Transport Systems Limited Warranty – EBW and Phil-Tite



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.

Applicable Warranty Periods:

1-Year Coverage (Applicable Only to Service Station Hardware Products):

For a period of one year from date of manufacture, FFS warrants that the Service Station Hardware Products will be free from defects in materials and workmanship.

1-Year Coverage (Applicable Only to Enhanced Vapor Recovery Products):

For a period of one year from date of installation or 18 months from date of manufacture, whichever comes first, FFS warrants that the **Enhanced Vapor Recovery Products** will be free from defects in materials and workmanship.

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 to the following address for inspection:

EBW and Phil-Tite Products: Franklin Fueling Systems, Inc. ATTN: Warranty Department 3760 Marsh Road Madison, WI 53718, USA

FFS, upon inspection at its facilities and after determination of a warranty claim, will, at its option, repair or replace defective parts returned to FFS's facility. Repaired or replaced parts will be returned freight prepaid by FFS.

Piping and Containment Limited Warranty – APT



The following warranties are subject in their entirety to the attached General Terms and Conditions Applicable to all Franklin Fueling Systems Limited Warranties.

Applicable Warranty Periods:

10-Year Coverage (Applicable Only to Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System which is continuously monitored by an INCON Fuel Management System with electronic piping and sump sensors):

For a period of ten years from the date of original installation, FFS warrants that the **Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System which is continuously monitored by an INCON Fuel Management System with electronic piping and sump sensors** will be free from defects in materials and workmanship; *provided, however,* that to qualify for warranty coverage, there must be a primary pipe failure that qualifies for warranty coverage.

Labor costs are covered under this 10-year warranty when required to repair or replace underground double wall piping and pipe fittings on an Underground Comprehensive APT Piping and Containment System, but only to the extent set forth in the Labor Reimbursement section below.

10-Year Coverage (Applicable Only to Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System without INCON Fuel Management System electronic piping and sump sensors):

For a period of ten years from the date of original installation, FFS warrants that the **Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System without INCON Fuel Management System electronic piping and sump sensors** will be free from defects in materials and workmanship; provided, however, that to qualify for warranty coverage, there must be a primary pipe failure that qualifies for warranty coverage. No warranty coverage exists for labor costs attributable to any APT product that falls within this 10-year warranty period.

5-Year Coverage (Applicable Only to Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System without INCON Fuel Management System electronic piping and sump sensors):

For a period of five years from the date of original installation, FFS warrants that the **Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive APT Piping and Containment System without INCON Fuel Management System electronic piping and sump sensors** will be free from defects in materials and workmanship; provided, however, that to qualify for warranty coverage, there must be a primary pipe failure that qualifies for warranty coverage.

Labor costs are covered under this 5-year warranty when required to repair or replace underground double wall piping and pipe fittings on a Comprehensive APT Piping and Containment System, but only to the extent set forth in the Labor Reimbursement section below.

1-Year Coverage (Applicable Only to Secondary Contained Pipe and Pipe Fittings Installed in a Comprehensive Marina/Aboveground APT Piping and Containment System):

For a period of one year from the date of the original installation, FFS warrants that the **Secondary Contained Pipe and Pipe Fittings Installed in a Comprehensive Marina/Aboveground APT Piping and Containment System** will be free from defects in materials and workmanship; provided, however, that to qualify for warranty coverage, there must be a primary pipe failure that qualifies for warranty coverage.

Labor costs are covered when required to repair or replace the secondary pipe or pipe fittings installed in a Comprehensive Marina/Aboveground APT Piping and Containment System, but only to the extent set forth under the Labor Reimbursement section below.

1-Year Coverage (Applicable Only to Pipe and Pipe Fittings Not Installed in a Comprehensive APT Piping and Containment System):

For a period of one year from date of installation or 18 months from date of manufacture, whichever comes first, FFS warrants that the **Pipe and Pipe Fittings Not Installed in a Comprehensive APT Piping and Containment System** will be free from defects in materials and workmanship. No warranty coverage exists for labor costs attributable to any APT product that falls within this one (1) year warranty period.

1-Year Coverage (Applicable Only to APT Tools and Swage Machines):

For a period of one year from date of FFS invoice, FFS warrants that the **APT Tools and Swage Machines** will be free from defects in materials and workmanship. No warranty coverage exists for labor costs attributable to any APT product that falls within this one (1) year warranty period.

Piping and Containment Limited Warranty – APT Cont.



Labor Reimbursement:

To qualify as reimbursable labor costs under this warranty, the (a) labor costs must be reasonable and customary labor costs required to repair or replace (as applicable) the covered piping and/or containment product, (b) labor costs are limited to an amount that is no more than the labor rates then in effect for the type of labor to be performed in the area in which the product is installed, (c) labor costs must be pre-approved in writing by FFS and (d) labor costs must be solely for the repair or replacement (supplied by or on behalf of FFS) of the covered piping and/or containment product.

“Comprehensive APT Piping and Containment System,” as used in this warranty, means an entire underground piping system sold by FFS and installed during a single installation process as a complete, new and comprehensive underground piping system that includes new APT double wall piping, pipe fittings, boots, dispenser sumps, tank sumps (use of collar mount fiberglass tank sumps supplied by others and approved in writing by FFS are acceptable, but such sumps are not covered by this warranty), and tank fitting adapters, on property owned or leased by the purchaser/end user at which (a) any APT or other brand of underground piping or other underground piping system components previously installed anywhere on such property have been properly removed and replaced by the new APT underground piping system, (b) any underground piping or piping system components installed after installation of the new APT underground piping system are solely APT/FFS manufactured piping and components, and (c) no portion of any piping or other component of the APT/FFS piping system has been installed aboveground.

“Comprehensive Marina/Aboveground APT System,” as used in this warranty, means an entire marina/aboveground piping system sold by FFS and installed during a single installation process as a complete, new and comprehensive marina/aboveground piping system that includes new APT MD product piping, pipe fittings MD boots, and metal ducting on property owned or leased by the purchaser/end user at which (a) any APT or other brand of aboveground piping or other aboveground piping system components previously installed anywhere on such property (other than stainless steel containment sumps) have been properly removed and replaced by the new APT marina/aboveground piping system, (b) any aboveground piping or piping system components (other than stainless steel containment sumps) installed after installation of the new APT marina/aboveground piping system are solely APT brand piping and components, (c) only stainless steel containment sumps are installed aboveground, and (d) all portions of any entry boot or other aboveground piping system component made of rubber are installed only in locations in which they are protected at all times from exposure to UV sunlight.

Piping and Containment Limited Warranty – APT Cont.



Additional Terms and Conditions for Warranty Coverage:

Each of the following terms and conditions apply to this warranty:

- A. All Piping and Containment System products must be installed only by factory certified installers and in accordance with published APT/FFS installation instructions.
- B. The Piping and Containment System Warranty Checklist and Warranty Start-Up form must be properly completed, signed by the factory certified installer and an authorized representative of the purchaser/end user, and returned to FFS no later than sixty (60) days after the installation of the APT product for which a warranty claim is being made.
- C. APT's Sump Inspection Register form or an EPA recommended/required check list form must be properly completed. This checklist must be kept on site where the APT Piping and Containment products are installed, and made available for FFS's inspection and copying upon request.
- D. Liquid sensors must be properly installed in each containment sump located on the property at which the APT Piping and Containment products are installed or monthly visual inspections of all tank and dispenser sumps must be performed. Monthly visual inspections must be logged on FFS's Sump Inspection Register or an EPA recommended/required check list form at the time they are performed. Sump sensors, if installed, must be tested annually and these test results logged on FFS's Sump Inspection Register immediately after they are performed. Any leaks detected by liquid sensors, inspections or other observations must be immediately corrected. Any leaks that are detected but not acted upon immediately to correct are considered negligence on the part of the purchaser/end user and void FFS's obligation under this warranty.
- E. Submersible pumping systems that utilize electronic or mechanical line leak detection equipment must be properly installed, operated, and maintained in proper working order, on the property at which the Piping and Containment system is installed at all times after APT products are first installed on the property.
- F. APT Piping and Containment products must be installed using only clean backfill materials that meet the requirements described in APT's/FFS's printed installation instructions. Backfill must not be contaminated with any petroleum product or other contaminant.
- G. Entry boots must not be installed in the bottom of any containment sump.
- H. All federal, state and local codes and governmental requirements for inspecting, testing, monitoring, and maintaining the system and property on which APT products are installed must be followed at all times.

Process for Submitting Warranty Claims:

Written notice of any claim under this warranty must be given to FFS at the address below promptly after discovery of the circumstances giving rise to such claim. 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 to the following address for inspection:

APT Products: Franklin Fueling Systems, Inc. ATTN: Warranty Department 3760 Marsh Road Madison, WI 53718, USA

FFS, upon inspection at its facilities and after determination of a warranty claim, will, at its option, repair or replace defective parts returned to FFS's facility. Repaired or replaced parts will be returned freight prepaid by FFS.

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 18 Hampshire Road Hudson, NH 03051 USA

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.