Executive Order VR-204-H  
VST Phase II EVR System  

Exhibit 3  
Manufacturing Performance Specifications and Warranties

The Phase II EVR System and all components shall be manufactured in compliance with the performance standards and specifications in CP-201 (amended May 25, 2006), as well as the requirements specified in this Executive Order. All components (Exhibit 1) 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 or Executive Officer delegate. Unless specified in Exhibit 2 or in the ARB Approved Installation, Operation and Maintenance Manual, the requirements of this section apply to the manufacturing process and are not appropriate for determining the compliance status of a gasoline dispensing facility.

Part Ia - VST Manufacturing Performance Specifications

1. NOZZLES
   a. The vapor valve leak rate of every nozzle shall not exceed 0.07 cubic feet per hour (CFH) at a pressure of +2 inches water column (WC) when tested in accordance with the latest version of TP-201.2B.
   b. The automatic shut off feature of every nozzle is tested at all service clip settings as well as handheld in accordance with Underwriters Laboratories (UL) Standard 842.
   c. The primary and secondary shut-off mechanism of every nozzle shall be identical to the design that passed the California Department of Food and Agriculture Division of Measurement Standards Article 2 (DMS 6-6-97).
   d. Every nozzle is manufactured to the specifications that passed all tests conducted during the ARB certification for the following:
      
      TP-201.2C - Spillage from Phase II Systems  
      TP-201.2D - Post Fueling Drips from Nozzles  
      TP-201.2E - Gasoline Liquid Retention and Spitting in Nozzles and Hoses  
      TP-201.2J - Nozzle Pressure Drop
   
   e. Every nozzle vapor collection boot is manufactured such that the force necessary to compress the nozzle bellows 0.5 inches is in the range of 10-16 pounds force.
   f. The terminal end of every nozzle shall be manufactured in accordance with the specifications referenced in Section 4.7.3 of CP-201.
2. COAXIAL HOSES
   a. Every coaxial hose is tested for continuity and pressure tests in accordance with UL Standard 330.
   b. Every coaxial hose is manufactured to the standards and specifications that passed all tests conducted during the ARB certification for the following:
      
      | Exhibit 5 | Liquid Removal Test Procedure (for curb hoses) |
      | TP-201.2J | Hose Pressure Drop (for curb and whip hoses) |

3. BREAKAWAY COUPLINGS
   a. Every breakaway coupling is tested for continuity and pressure tests in accordance with UL Standard 567.
   b. Every breakaway coupling is manufactured to the standard that passed all tests conducted during the ARB certification for the following:
      
      | TP-201.2J | Breakaway Pressure Drop |

4. VST ECS MEMBRANE PROCESSOR
   a. Every ECS Membrane Processor is subjected to a VST Pressure Decay Test to verify pressure integrity.
   b. Every ECS Membrane Processor is subjected to a VST Heat Trace Cable Continuity Test to ensure proper connections.
   c. Every ECS Membrane Processor is subjected to a VST operability test to ensure proper rotation and operation of the blower motor and vacuum pump.

Part Ib – VST Warranty
This limited warranty is given by Vapor Systems Technologies, Inc. (hereinafter VST) to the purchaser of systems or products manufactured by it. VST products are warranted to be free from defect in material and workmanship under normal use, service, proper installation, and maintenance practices per manufacturer specifications.

VST warrants the materials and workmanship to be free from defects in accordance with the following provisions:

- This warranty will not apply to any products or systems that have:
  - been subject to misuse, abuse, tampering, negligence, accident, or drive off;
  - been misapplied, improperly installed, or not installed per VST’s instructions or specifications;
  - been modified, altered, rebuilt or repaired by unauthorized persons or outside the criteria of VST specifications;
  - not been properly maintained in accordance with the system’s or product’s periodic maintenance schedule; or
  - been subject to damage resulting from acts of God.
- Use of VST products on non-UL systems or use that falls outside intended field of use voids any stated or implied warranty.
• The warranty for the material and workmanship of the systems or products extends to the purchaser and the duration of this warranty is TWELVE (12) MONTHS from the time of installation up to a maximum of EIGHTEEN (18) MONTHS from date of shipment, provided the Product Warranty Card is returned to VST. If the Product Warranty Card is not returned to VST, the warranty period is TWELVE (12) MONTHS from the date of shipment.

• VST warrants the material and workmanship of spare and/or replacements parts for NINETY (90) DAYS from the date of shipment.

• In the event of a warranty claim, the purchaser/distributor must obtain a copy of a Return Goods Authorization (RGA) from VST prior to returning product so as to insure proper processing. All warranty claim returns must be shipped freight prepaid by the purchaser/distributor.

• Warranty status will be determined upon inspection at VST’s facility within THIRTY (30) DAYS of receipt of the warranted products. All returned merchandise deemed Not Under Warranty; will be held by VST for SEVEN (7) BUSINESS DAYS prior to disposal. Return of this product to the purchaser/distributor will require purchaser/distributor to issue a call tag within SEVEN (7) BUSINESS DAYS of notification.

• Repair or replacement of the warranted product is the EXCLUSIVE REMEDY under the terms of this warranty.

• This warranty does not cover any components exposed to contact with fuels containing greater than 5% methanol, 10% ethanol, or 15% MTBE by volume or any exposure to M85/E85 fuel.

• This warranty does not cover and VST is not liable for, incidental, consequential and/or indirect damages or loss including, but not limited to, personal injury, death, property damage, environmental damage, cost of labor, clean-up, downtime, installation and removal, product damage, and loss of product, revenue or profits.

• VST is not liable for any claims or lawsuits against the purchaser/distributor.

• VST is not responsible for labor or materials necessary to disconnect or connect the warranted product for return to VST.

• Use of non-VST replacement parts, the unauthorized addition of non-VST items to equipment, and the unauthorized alteration of equipment and/or systems voids this warranty.

• VST, as to each defect, shall be relieved of all obligations and liabilities under this Limited Warranty if the vapor recovery system(s) or components have been operated with any accessory, equipment, or a part not specifically approved by VST, and not manufactured by VST to VST design and specification, or parts not specifically approved by CARB to be used with VST products.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES.

VST MAKES NO OTHER WARRANTIES (WHETHER WRITTEN OR ORAL), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND ANY OTHER SUCH WARRANTIES ARE HEREBY DISCLAIMED.

VST NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME FOR IT OR BIND IT TO ANY OTHER LIABILITY OR OBLIGATION RELATED TO OR IN CONNECTION WITH THIS LIMITED WARRANTY.
VST products should be used in compliance with applicable federal, state, and local laws and regulations.

VST reserves the right to make changes at any time to prices and designs, or make additions or improvements with respect to its products, without incurring any obligation to modify or install same on previously manufactured products.

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**Warranty and Testing Stickers for Balance EVR Products**

- VST will continue to use individual tracking serial numbers on every product shipped (nozzle, hose, safety breakaway, and membrane processor).

- VST will continue to include a warranty card with every product shipped.

- VST will attach additional **NOTICE** stickers to the EVR balance-style products.

**Nozzle**

- A fluorescent colored sticker will be placed over the threaded area of the nozzle where the hose is to be attached.
- This sticker will include the following text:

**NOTICE:** The nozzle was factory tested to and met all applicable performance standards & specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test procedures, Exhibits, and UL Standard 842.

**WARRANTY:** 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST’s shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.
Safety Breakaway

- A florescent colored sticker will be placed over one of the threaded ports of the breakaway.
- This sticker will include the following text:

**NOTICE:** This breakaway was factory tested to and met all applicable performance standards & specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test procedures, Exhibits, and UL Standard 567.

**WARRANTY:** 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST’s shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Hose

- A florescent colored sticker will be placed on the hose.
- This sticker will include the following text:

**NOTICE:** This hose was factory tested to and met applicable performance standards & specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test procedures, Exhibits, and UL Standard 330

**WARRANTY:** 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST’s shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.

Processor

- A florescent colored sticker will be placed on the processor.
- This sticker will include the following text:

**NOTICE:** This processor was factory tested to and met all applicable performance standards & specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test procedures, Exhibits, and UL Standard 79

**WARRANTY:** 12-month warranty becomes effective at time of installation upon VST receipt of warranty card. If the warranty card is not returned to VST, the warranty becomes effective from VST’s shipment date. The maximum warranty life is 18 months from date of shipment. Please call VST if this product is being used as a replacement. Replacement with a non-VST product voids any warranty.
Part Ila – Veeder-Root Manufacturing Performance Specifications

1. TLS CONSOLE
   a. Every Veeder-Root TLS Console equipped with MAG Series Tank Inventory
      Probe Sensor is built, tested and manufactured as an Automatic Tank Gauge
      System. The TLS Console has been third-party tested by Midwest Research
      Institute as a UST fuel leak detection system meeting Volumetric Tank Tightness
      Testing Method standards.
   b. Every Veeder-Root TLS Console has been designed and manufactured to have
      an Operating Temperature Range of 32°F to 104°F (0°C to 40°C) and Storage
      Temperature Range of –40°F to 162°F (-40°C to +74°C).
   d. Every Veeder-Root TLS Console system including software, sensors and
      modules have been designed and is Underwriters Laboratories (UL), Canadian
      Standards Association (CSA), and Canadian Underwriters Laboratories (cUL)
      approved for operation near potentially hazardous fuel storage tanks.
   e. Every TLS Console system including software, sensors and modules have been
      designed and tested in accordance with ISO-9001 manufacturing quality
      standards.

2. ISD SOFTWARE
   a. Every Veeder-Root TLS Console with ISD software is manufactured to the
      specifications that passed the operational test and is compliant with CP-201 ISD
      performance standards and specifications.
   b. Every Veeder-Root TLS Console with ISD software has been designed,
      manufactured and tested to continually monitor the connectivity and operability
      status of all ISD sensors and modules. All TLS Console ISD software has been
      designed, manufactured and tested to issue a visual, audible as well as printed
      notification upon failure of the connectivity or operability status of ISD sensors
      and modules.

3. VAPOR FLOW METER
   a. Every Veeder-Root ISD Vapor Flow Meter is designed, tested and manufactured
      to interface to the TLS Console system. The ISD Vapor Flow Meter has been
      designed and tested for measuring flow between 2 - 40 GPM in HC
      concentrations between 0 – 100% saturation across a –40°F to 150°F (-40°C to
      65°C) operating range.

4. VAPOR PRESSURE SENSOR
   a. Every Veeder-Root ISD Vapor Pressure Sensor is designed, tested and
      manufactured to interface to the TLS Console system. The ISD Vapor Pressure
      Sensor has been designed and tested for measuring vapor pressure between –5
to +5 IWC in HC concentrations between 0 – 100% saturation across a −40°F to 150°F (−40°C to 150°C) operating range.

5. TANK INVENTORY PROBE SENSOR

a. Every Veeder-Root MAG Series Tank Inventory Probe Sensor is designed, tested and manufactured to interface to the TLS Console System. The MAG Series Tank Inventory Probe Sensor has been designed and tested to have an Operating Temperature Range of 32°F to 104°F (0°C to 40°C) and Storage Temperature Range of −40°F to 162°F (−40°C to +74°C).

6. TLS CONSOLE MODULES

a. Every Veeder-Root TLS Console system module has been designed and tested to interface to the TLS Console System. The TLS Console system modules have been designed, tested and manufactured to have an Operating Temperature Range of 32°F to 104°F (0°C to 40°C) and Storage Temperature Range of −40°F to 162°F (−40°C to +74°C).

7. VEEDER-ROOT VAPOR POLISHER

a. The pressure drop across the Veeder Root Vapor Polisher is measured at a fixed flow rate.

b. The Veeder-Root Vapor Polisher is tested for leaks.

c. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor communication is tested using Veeder-Root Smart Sensor control protocol.

d. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor electro-mechanical valve open and close operation is tested.

e. The Veeder-Root Vapor Polisher Vapor Valve Smart Sensor electro-mechanical valve feedback control loop is tested for accurate reporting of the valve position.

Part IIb – Veeder-Root Warranty

Veeder-Root Vapor Polisher Equipment Warranty Policy

We warrant that this product shall be free from defects in material and workmanship for a period of one (1) year from the date of installation or twenty-four (24 months) from the date of invoice, whichever occurs first. We will repair or replace the product if the product is returned to us transportation prepaid by user within the warranty period, and is determined by us to be defective. The user must contact the Veeder-Root Technical Support for specific detailed information concerning the failed component return to ensure proper processing.

This warranty applies only when the product is installed in accordance with Veeder-Root’s specifications, and a Warranty Registration and Checkout Form has been filed with Veeder-Root by an authorized Veeder-Root Distributor. This warranty will not apply: (1) to any product which has been subject to misuse, abuse, negligence, accident, or drive-offs; (2) to systems that
are misapplied or are not installed per Veeder-Root’s specifications, or which have been modified, rebuilt or repaired by unauthorized persons; or (3) to damage resulting from acts of God.

Repair or replacement of the defective part or component under the terms of this warranty is the EXCLUSIVE REMEDY. Veeder-Root is not liable for incidental, consequential, or indirect damages or loss, including, without limitation, personal injury, death, property damage, environmental damages, cost of labor, clean-up, downtime, installation and removal, product damages, loss of product, or loss of revenue or profits. THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

The following warranty card will be shipped with the Veeder-Root Vapor Polisher:

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**EQUIPMENT WARRANTY**

Veeder-Root warrants that this product shall be free from defects in material and workmanship for a period of one (1) year from date of installation or twenty-four (24) months from date of invoice, whichever occurs first.

Date of manufacture:

This component was tested at the time of manufacture and meets all the applicable performance standards and specifications to which it was certified: E.O. VR-202, VR-203 and VR-204.


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**Veeder-Root TLS-350R and TLS-350 Plus Monitoring Systems Warranty Policy**

We warrant that this product shall be free from defects in material and workmanship for a period of one (1) year from the date of installation or twenty-four (24 months) from the date of invoice, whichever occurs first. During the warranty period, we or our representative will repair or replace the product, if determined by us to be defective, at the location where the product is in use and at no charge to the purchaser. Lamps and fuses are not covered under warranty.

We shall not be responsible for any expenses incurred by the user.

This warranty applies only when the product is installed in accordance with Veeder-Root’s specifications, and a Warranty Registration and Checkout Form has been filed with Veeder-Root by an authorized Veeder-Root Distributor. This warranty will not apply to any product which has been subjected to misuse, negligence, accidents, systems that are misapplied or are not installed per Veeder-Root specifications, modified or repaired by unauthorized persons, or damage related to acts of God.
If “Warranty” is purchased as part of the Fuel Management Service, Veeder-Root will maintain the equipment for the life of the contract in accordance with the written warranty provided with the equipment. A Veeder-Root Fuel Management Services Contractor shall have free site access during Customer’s regular working hours to work on the equipment. Veeder-Root has no obligation to monitor federal, state or local laws, or modify the equipment based on developments or changes in such laws.

**ISD Components (Vapor Flow Sensor, Vapor Pressure Sensor & Software)**

We warrant that these components shall be free from defects in material and workmanship and will comply with the performance standards of the California ARB CP-201 section 9 as amended May 25, 2006 for a period of one (1) year from the date of installation or twenty four (24) months from the date of invoice, whichever occurs first. We will repair or replace the product if the product is returned to us transportation prepaid by the user, within the warranty period, and is determined by us to be defective. This warranty will not apply to any product which has been subjected to misuse, negligence, accidents, systems that are misapplied or are not installed per the ARB Approved Installation, Operation and Maintenance Manual, modified or repaired by unauthorized persons, or damage related to acts of God. We shall not be responsible for any expenses incurred by the user.

**Part IIIa – Goodyear Manufacturing Performance Specifications**

1. **COAXIAL HOSES**
   
   a. Every coaxial hose is tested for continuity and pressure tests in accordance with UL Standard 330.
   
   b. Every coaxial hose is manufactured to the standards and specifications that passed all tests conducted during the ARB certification for the following:

   - Exhibit 5 - Liquid Removal Test Procedure (for curb hoses)
   - TP-201.2J - Hose Pressure Drop (for curb and whip hoses)

**Part IIIb – Goodyear Maxxim Premier™ Plus Hose Warranty**

Veyance Technologies, Inc., the manufacturer of Goodyear Engineered Products guarantees each assembly of Maxxim Premier™ Plus hose to be free from defects in material and workmanship for a period of the earlier to occur of (i) one (1) year from the date of installation or (ii) a maximum of fourteen months from the date of shipment from Veyance Technologies, Inc. to the initial purchaser. No claims under Veyance’s warranty will be allowed unless they have been first submitted to Veyance for review. When in Veyance’s judgment a defect in material or workmanship has occurred, Veyance’s liability is limited to only replacement of the hose assembly.

This warranty applies to the initial purchaser and any subsequent purchaser only and liability with respect thereto is limited to replacement of the original hose assembly. It does not extend
to any Maxxim Premier™ Plus hose which has been subject to misuse, neglect, accident, puncturing, cutting or caused by poorly maintained or malfunctioning retractors, pumps, and nozzles or improper installations.

This warranty is in lieu of all warranties expressed or implied including the warranty of merchantability and fitness for a particular purpose. No representative or person is authorized to assume any other liability in connection with the sales of Maxxim Premier™ Plus hose.

Veyance Technologies, Inc., the manufacturer of Goodyear Engineered Products warrants the workmanship and materials of the Maxxim Premier™ Plus to be free of defects and will comply with the performance standards of California ARB CP-201 for a period of the earlier to occur of (i) one (1) year from the date of installation or (ii) a maximum of fourteen months from the date of shipment from Veyance Technologies, Inc.

### IMPORTANT

**Product Warranty Registration Card**

Warranty is effective until the earlier to occur: (i) 12 months from date of installation or (ii) 14 months from the date of shipment by Veyance Technologies, Inc.

Please call Veyance Technologies, Inc if this product is being used as a replacement. Replacement with a non-Veyance Technologies, Inc product voids any warranty.

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Maxxim Premier Plus