

### **EXHIBIT 3 Manufacturing Performance Specifications and Warranties**

The Phase II EVR Systems and all components shall be manufactured in compliance with the performance standards and specifications in CP-206 (amended November 9, 2015), 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 specifications listed below apply to the manufacturing process and are not appropriate for determining the compliance status of a gasoline dispensing facility.

This exhibit also 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.

#### **PART Ia – EMCO Wheaton Retail 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, "Flow and Pressure Measurement of Vapor Recovery Equipment".
- 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 in Nozzles and Hoses
  - TP-201.2J - Pressure Drop Bench Testing of Vapor Recovery Components
- e. The terminal end of every nozzle shall be manufactured in accordance with the specifications referenced in Section 5.7.3 of CP-201.

##### **2. SAFE BREAK VALVES**

- a. Every safe break valve is tested for continuity and pressure tests in accordance with UL Standard 567.
- b. Every safe break valve is manufactured to the standard that passed all tests conducted during the ARB certification for the following:

TP-201.2J - Pressure Drop Bench Testing of Vapor Recovery Components

### **PART Ib – EMCO Wheaton Retail California EVR Warranty**

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.

 <b>EMCO<sup>®</sup></b> WHEATON RETAIL	(252) 243-0150
	<b>Phase II 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 570886	

Serial Number: _____
Replacement Serial Number: _____
Manufacture Date: _____
Name of Contractor: _____
Name of Technician: _____
Technician Signature: _____
Technician Certification Number: _____
Installation Date: _____
Installation Site: _____
Distributor Name: _____
Branch Location: _____
Component: <input type="checkbox"/> A4005EVR Nozzle
<input type="checkbox"/> A4110EVR Hose Swivel
<input type="checkbox"/> A4119EVR Safe Break Valve

**Reason for returning product: Please select appropriately.**  
Important: Failure to complete accurately may cause delays processing warranty claim.

<input type="checkbox"/> Does not shut-off	<input type="checkbox"/> Leaks fuel around lever and latch area
<input type="checkbox"/> Experiencing premature shut-off	<input type="checkbox"/> Causing meter creep
<input type="checkbox"/> Does not flow fuel with bellows compressed and lever engaged	<input type="checkbox"/> Bad Inlet or outlet threads
<input type="checkbox"/> Flows fuel when bellows is not compressed	<input type="checkbox"/> Fails Leak Decay Test CARB TP-201.3
<input type="checkbox"/> Leaks fuel around spout or bellows area	<input type="checkbox"/> Fails Dynamic Back Pressure Test CARB TP-201.4

Comments \_\_\_\_\_  
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## **PART IIa - 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, "Flow and Pressure Measurement of Vapor Recovery Equipment".
- 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 in Nozzles and Hoses
  - TP-201.2J - Pressure Drop Bench Testing of Vapor Recovery Components
- 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
  - TP-201.2J - Pressure Drop Bench Testing of Vapor Recovery Components

### **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 - Pressure Drop Bench Testing of Vapor Recovery Components

# CUSTOMER COPY

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

Manufacturing Date:

Serial Number: (Fill in at time of installation)

## PART IIb – VST Warranty Statement

This limited warranty is given by Vapor Systems Technologies, Inc. (hereinafter VST) to the initial purchaser, and any subsequent purchasers of new equipment, within the warranty period of products manufactured by VST. VST products:

- Are factory tested and meet all applicable performance standards and specifications.
- Should be used in compliance with all applicable federal, state, and local laws and regulations to which they were certified.
- Are warranted to be free from defect in material and workmanship with ongoing compliance to all applicable performance standards and specifications under normal use, service, proper installation, inspections, and maintenance practices per manufacturer specifications.

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

1. This warranty does not apply to any products that have:
  - Been subject to misuse, abuse, tampering, negligence, accident, or irreparable drive off damage.
  - Been misapplied, improperly installed, or not installed per VST's instructions and specifications.
  - Been modified, altered, rebuilt or repaired by unauthorized persons or outside the criteria of VST specifications.
  - Been improperly maintained and/or improperly inspected in accordance with the system's or product's periodic maintenance schedule, and any inspection and/or maintenance requirements imposed by the State or any government agency.
  - Been exposed to contact with fuels containing greater than 5% methanol, 10% ethanol, or 15% MTBE by volume or any exposure to M85/E85 fuel.
  - Been subject to damage resulting from acts of God.
2. This warranty does not cover and VST is not responsible or liable for:
  - Incidental, consequential and/or indirect damages or loss including, but not limited to, personal injury, death, property damage, environmental damage, cost of labor, clean-up, downtime, installation and removal, product damage, and loss of product, revenue or profits.
  - Any claims or lawsuits against the purchaser and/or distributor.
  - Labor or materials necessary to disconnect or connect the warranted product for return to VST.

VST products used on systems that have not been listed by a nationally-recognized testing laboratory (NRTL) or use that falls outside intended field of use voids all warranties.

The duration of this warranty is TWELVE (12) MONTHS from the time of installation provided timely valid proof of installation is submitted to VST. Valid proof of installation options include, but are not limited to:

- VST Product Warranty Registration Card is properly completed and returned to VST at time of installation and within (6) SIX MONTHS from the date of manufacture.

OR

- In lieu of a legitimate, completed and returned VST Product Warranty Registration Card within the first (6) SIX MONTHS from the date of manufacture, VST requires the following:
  1. A completed gasoline dispensing facility (GDF) monthly maintenance log from the month in which the VST equipment was installed and documented, **AND**
  2. One of the following documents that may be used as a reference installation date:
    - A valid distributor invoice
    - A valid contractor invoice

The above options must be clearly marked with:

- All VST product serial numbers
- Product sale date and/or installation date
- Purchaser name, address, and phone number

If valid proof of installation is not received by VST, as noted above, the warranty period is TWELVE (12) MONTHS from the VST date of manufacture.

In the event of a warranty claim:

- The purchaser/distributor must obtain a copy of a Return Goods Authorization (RGA) from VST prior to returning product so as to ensure proper processing. All warranty claim returns must be shipped freight prepaid by the purchaser and/or distributor.
- Warranty status will be determined upon inspection at VST's facility within THIRTY (30) DAYS of receipt by VST of the warranted products. All returned merchandise deemed *Not Under Warranty*; will be held by VST for SEVEN (7) BUSINESS DAYS prior to disposal. Return of this product to the purchaser/distributor will require purchaser/distributor to issue a call tag within SEVEN (7) BUSINESS DAYS of notification.
- Repair or replacement of the warranted product is the **EXCLUSIVE REMEDY** under the terms of this warranty. No other warranty exists.

VST, as to each defect, shall be relieved of all obligations and liabilities under this Limited Warranty if the products have been operated with any accessory, equipment, or a part not specifically approved by VST and the appropriate governing regulatory agencies.

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

**VST NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME FOR IT OR BIND IT TO ANY OTHER LIABILITY OR OBLIGATION RELATED TO OR IN CONNECTION WITH THIS LIMITED WARRANTY.**

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

**PART IIIa – ContiTech USA, Inc. 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
- TP-201.2J - Pressure Drop Bench Testing of Vapor Recovery Components

**PART IIIb – ContiTech Maxxim Premier™ Plus and Ultra Hose Warranty**

**WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN CALIFORNIA:**

Seller warrants Product(s) consisting of vapor recovery system equipment used in California ("California Vapor Recovery Product(s)") to meet the performance standards and specifications to which such Product(s) were certified by the California Air Resources Board for a period of one (1) year from the date of installation. This warranty extends to Buyer and any subsequent Buyer of the California Vapor Recovery Product(s). **SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.**

<p>WARRANTY TAG</p> <p>PART #: _____</p> <p>INSTALLATION DATE: _____ NAME OF INSTALLER: _____</p> <p>LOCATION: _____</p> <p>This hose was factory tested to and met all applicable performance standards &amp; specifications to which it was certified: Reference all applicable CARB Executive Orders, CARB Test Procedures, Exhibits, and UL Standard 330.</p> <p>The manufacture date is represented by a 4 digit julian date code stamped on the hose fitting.        Example: "1021" represents the 102nd day of 2011.</p> <p>1. Complete warranty tag at time of installation.        2. Return warranty tag or other evidence of purchase and installation with hose for any necessary warranty claims.</p> <p><b><u>WARRANTY FOR VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN CALIFORNIA:</u></b> Seller warrants Product(s) consisting of vapor recovery system equipment used in California ("California Vapor Recovery Product(s)") to meet the performance standards and specifications to which such Product(s) were certified by the California Air Resources Board for a period of one (1) year from the date of installation. This warranty extends to Buyer and any subsequent Buyer of the California Vapor Recovery Product(s). <b><u>SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PRODUCT(S), EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED ABOVE.</u></b></p>	<p>ContiTech USA, Inc.</p>
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**Warranty Card**



## **PART IVa – Hirt Manufacturing Performance Specifications**

### **1. HIRT VCS 100-2 VaporTek® THERMAL OXIDIZER**

- a. The VCS 100-2 VaporTek® processor is subjected to an assembly quality check.
- b. The VCS 100-2 VaporTek® processor is visually inspected to verify identification, caution/warning, electrical, and other Agency labels are in place.
- c. The VCS 100-2 VaporTek® processor is subjected to vacuum and pressure leak tests.
- d. The VCS 100-2 VaporTek® processor is subjected to the following functional tests:
  - i. Power test;
  - ii. Verify set point of vacuum sensor switch;
  - iii. Verify operation of main vapor valve;
  - iv. Verify flow rate of pilot and main vapor valves; and
  - v. Dielectric test.

## **PART IVb –HIRT COMBUSTION ENGINEERS, INC. (HCE) VCS 100-2 VaporTek® THERMAL OXIDIZER WARRANTY POLICY**

- This product has a 12 month warranty, which becomes effective at time of installation. This warranty applies to the initial purchaser and any subsequent purchasers, during the warranty period.
- This product is warranted to meet all the applicable performance standards and specifications, for the duration of the warranty period.
- Liability under any implied or expressed warranty is limited to replacement of the product.
- HCE is not responsible for improperly installed or misuse of the product.
- HCE cannot be held responsible for damage to the product or its equipment due to acts of nature, vandalism, or neglect.
- HCE products are warranted to be free of defects in material and workmanship.
- In the event of a warranty claim, the purchaser must obtain a Return Authorization Number prior to returning product. All shipping costs are the responsibility of the customer.
- HCE shall repair or replace, at its option, any HCE component which proves to be defective.
- The cost of labor for any field repair, removal, replacement, or diagnosis is not covered by this warranty.

- The liability of HCE is limited solely and specifically to this warranty.
- HCE shall not be liable for any special, collateral, or consequential damages arising from this warranty, the use of this equipment or from any order accepted pursuant thereto.
- The use of parts not authorized by HCE voids the warranty.
- Installation, start-up, service, or repairs of this product by personnel not certified HCE voids the above described warranty.

The following warranty card will be shipped with the Hirt VCS 100-2 VaporTek® Thermal Oxidizer:

<b>PRODUCT WARRANTY CARD</b>	
<b>Hirt Combustion Engineers, Inc.</b>	
Tel: (562) 692-1490	Email: HirtVCS@aol.com
<b>IMPORTANT: INSTALLER TO COMPLETE CARD AND GIVE TO STATION OPERATOR.</b>	
HCE warrants its California Enhanced Vapor Recovery (EVR) components for a period of one (1) year from date of installation.	
Serial Number: _____	Mfg. Date: _____
Name of Contractor: _____	
Name of Technician: _____	
Technician Signature: _____	
Technician Certification Number: _____	
Installation Date: _____	
Facility Address: _____ _____	
The processor was factory tested to and met all applicable performance standards and specifications to which it was certified by the California Air Resources (ARB). The performance standards and specifications are listed in the applicable ARB Executive Orders and Certification Procedure 201.	