



## LIMITED WARRANTY

# WARRANTY FOR EXPORT PRODUCTS

**GILBARCO®, INC. GUARANTEES NEW SERVICE STATION EQUIPMENT MANUFACTURED BY GILBARCO AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH THE PROVISIONS STATED BELOW:**

- Gilbarco will supply new or rebuilt parts to replace parts, which in normal use, are found to be defective within the warranty period. Export/import fees and duties are not covered by this warranty. Labor and travel costs are not covered by this warranty.
- Parts returned to Gilbarco must be shipped with transportation charges paid and will be replaced with parts with transportation charges prepaid by Gilbarco.

### Pumps, Dispensers, Pump Controllers, POS Devices, VaporVac® Retrofits, CRIND® Retrofit Assemblies, CRIND Computer Display Module, and Pump Access Module

The above products are warranted against defects in material and workmanship for 18 months from date of Gilbarco original invoice.

#### EXCEPTIONS:

Printer assemblies and magnetic stripe card readers are warranted for 9 months from date of original invoice. See Encore® section below.

#### EXCLUSIONS:

This warranty excludes hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, graphics materials specified by the customer, fuel filters, belt adjustments, meter calibration, fluorescent lamps, vapor recovery testing on the VaporVac and Balance system piping, customer-specified items manufactured by others, and customer-requested reprogramming of equipment. Some of these excluded items may be warranted by their manufacturer, and warranty claims in connection with these items should be presented directly to the manufacturer.

### Encore

Encore series, including factory installed CRIND, CRIND printer, TRIND®, VaporVac, and Cash Acceptor are warranted against defects in material and workmanship for a period of 30 months from the date of Gilbarco's original invoice to the customer.

#### EXCLUSIONS:

This warranty excludes hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, graphics materials specified by the customer, fuel filters, belt adjustments, meter calibration, fluorescent lamps, vapor recovery testing on the VaporVac and Balance system piping, customer-specified items manufactured by others, and customer-requested reprogramming of equipment. Some of these excluded items may be warranted by their manufacturer, and warranty claims in connection with these items should be presented directly to the manufacturer.

Consumable items such as printer ribbons and paper are not warranted. The use of consumables not specified by Gilbarco will void the printer assembly warranty. Cleaning of the printer and magnetic stripe card reader is excluded from warranty coverage.

### Software

Gilbarco warrants that Licensed Program Products and Gilbarco Products whose operations are controlled by Gilbarco copyright-protected software shall be free of material defects and shall conform to current Gilbarco specifications for a period of 90 days from the date of the shipment to Licensee/Product purchaser. Within a reasonable time after Licensee notifies Gilbarco in writing of any material defect and provides Gilbarco the programs and/or instructions required to reproduce the claimed defect, Gilbarco shall use its best efforts to identify and correct such defects and supply Licensee/purchaser, at Gilbarco expense, a corrected version of the software product. The software warranty does not cover payment of labor or travel cost.

This warranty does not cover modifications to the Licensed Program Product, the Gilbarco product, or connection to unapproved equipment made by any person or any defect caused by or otherwise related to such modification or connections.

Gilbarco shall not be liable for any damages caused by the failure of a non-Gilbarco product to interface with a Gilbarco product in the manner stated in the Gilbarco product specification.

### Upgrade Kits

Upgrade kits are warranted against defects in material and workmanship for 18 months from the date of invoice. This warranty is for parts replacement of kit components only, and excludes travel and labor. The warranty status of the remainder of the product is unchanged.

### New Spare Parts

Gilbarco will supply new or rebuilt parts at its option to replace warranted parts (specified below) which are found to be defective in material and workmanship within the specified warranty period. This Spare Parts warranty does not cover payment of labor or travel costs.

Printed circuit boards, power supplies, pulsers, transmitters, I.S. barriers, electric reset assemblies, VaporVac parts, and Gilbarco-manufactured pumping units are warranted for a period of 18 months from the date of Gilbarco shipment to the customer.

Meters, Cash Acceptors, and VaporVac pump/motor assemblies are warranted for a period of 18 months from the date of Gilbarco shipment to the customer. Meter and pump/motor calibration, testing, and sealing are excluded from warranty coverage.

Printers and magnetic stripe card readers are warranted for a period of six months from the date of shipment to customer. Consumable items such as printer ribbons and paper are not warranted. The use of consumables not specified by Gilbarco will void the printer assembly warranty. Cleaning of the printer and magnetic stripe card reader is excluded from warranty coverage.

**EXCLUSIONS:** All other parts not specified above are excluded from coverage under this warranty. However, certain purchased parts may be warranted by the original manufacturer.

### General Exclusions

1. Problems caused by faulty installation are not covered by this warranty. This warranty applies only if equipment has been installed, used, and maintained in accordance with Gilbarco Installation, Operating, and Service Instructions.
2. Use of service personnel other than qualified Gilbarco ASCs without prior approval of the Gilbarco Product Support Department will void payment of the warranty claim in question.
3. Damage suffered by Gilbarco equipment resulting from shipping, accident, power surges, neglect, misuse, act of God, or abuse is not covered by this warranty.
4. Use of non-Gilbarco replacement parts, defects caused by the unauthorized addition of non-Gilbarco items to Gilbarco equipment or by the unauthorized alteration of Gilbarco equipment voids this warranty.
5. THIS WARRANTY DOES NOT COVER ANY INDIRECT DAMAGES OR LOSS OF PRODUCT OR REVENUE. Repair or replacement of the defective part or component under the terms of this warranty is the EXCLUSIVE REMEDY. Gilbarco is not liable for incidental, consequential, or indirect damages or loss; including without limitation personal injury, death, property damage, environmental damages, product damages, loss of product, or loss of revenue or profits. Gilbarco is not liable for any claims or lawsuits against the customer.
6. This warranty does not cover any standard pump or dispenser components that come in contact with Biodiesel (21% or greater) or fuel containing more than 5% methanol or 10% ethanol or 15% MTBE by volume. This warranty does not cover any component(s) exposed to M85/E85 fuel or other alcohol-rich fuel. Notwithstanding the foregoing, beginning with units built on April 1, 2008, standard Encore pumps or dispenser components will be warranted for use with ethanol fuels up to E15.
7. Flexible Fuel Dispensers are suitable for use with fuels up to Ethanol 100 and Biodiesel 100.
8. Diesel Exhaust Fluid (DEF) dispensers or the DEF hydraulic components within a dispenser are intended for approved DEF only, and therefore are not warranted for use with any other fluid or fuel. All DEFs must meet applicable API standards. Use of any fluid(s) other than API-approved DEF will void this warranty.

**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.**

Gilbarco, Inc. • Warranty Administration Department F-43 • 7300 W. Friendly Ave., P. O. Box 22087 • Greensboro, NC 27420 • Phone: 336-547-5000 • Fax: 336-547-5393