



ENCORE® AND LEGACY® DISPENSER AND RELATED PRODUCTS LIMITED WARRANTY FOR USA AND CANADA

THE WARRANTIES BELOW ARE EXCLUSIVE, AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPLICITLY EXCLUDED.

GILBARCO® INC. WARRANTS NEW SERVICE STATION EQUIPMENT AS STATED BELOW.

During the warranty period, Gilbarco Inc. ("Gilbarco" or the "Company") will repair or replace defective parts and equipment for the products that it manufactures, subject to the following:

- Company will pay, at previously contracted rates, labor and travel costs that the Authorized Service Contractor ("ASC") incurs to provide warranty service on Company equipment.
- Warranty services must be performed by the nearest ASC qualified to perform service on the defective equipment.
- During the warranty period, Company will supply new or rebuilt parts to replace defective parts, and Company will prepay the shipping costs for the replacement parts. Customers must return defective parts to Gilbarco and prepay the return shipping costs.
- New equipment must be registered with the Company (see below) to activate the warranty period from the date of commissioning. Otherwise, warranty will begin on the date of the Company's invoice.
- **For Encore®:** Gilbarco Support Center at 1-888-800-7498. Routine warranty service will be provided within 24 hours from the time warranty service is requested, Monday through Friday, 8:00 A.M. - 5:00 P.M. Emergency situations, for which the response time is on site within four hours of the request, are (i) complete site shutdown, or (ii) 50% or more of the fuel dispensing capacity for any one product being inoperative. Hazardous situations, for which the response time is on site within one hour of the request, are (i) the imminent release of hazardous or dangerous materials, or (ii) situations with imminent danger to life or property. Company will pay ASCs overtime for emergency or hazardous situations only if these priority situations occur outside normal warranty service hours.
- Warranty repair requiring rented equipment, overtime premium, lodging, or charter travel, must be approved in writing and in advance by Company.

ENCORE® Standard Fuel dispensers and Encore Ultra-Hi™ Flow dispensers are designed, approved, and intended for use with Environmental Protection Agency (EPA)-approved traditional motor fuels (gasoline and diesel), and in some cases, with the correct options added, some alternative fuels (see General Exclusions section for more information). Encore pumps and dispensers are warranted against defects in material and workmanship for 24 months from the date of installation, or 30 months from the date of Company's original invoice, whichever occurs first.

CORROSION PROTECTION: The Encore dispenser is warranted against rust-through conditions on visible surfaces for a period of 48 months from the date of installation. Coverage includes labor and replacement parts for the first 24 months and parts-only for months 25 through 48. All claims are subject to inspection by an authorized Gilbarco representative. This warranty excludes rust resulting from damages to the exterior components due to misuse, abuse, third-party non-OEM components, acts of nature, accidents, or collisions.

***This warranty does not apply to Encore CNG dispensers. The warranty for Encore CNG dispensers is defined and provided by ANGI Energy Systems, LLC, a Gilbarco company.**

LEGACY PUMPS AND DISPENSER WARRANTY

THE LEGACY SERIES products are designed, approved, and intended for use with EPA-approved traditional motor fuels (gasoline and diesel). These products are warranted against defects in material and workmanship for one year from the date of installation, or 24 months from the date of Gilbarco's original invoice, whichever occurs first.

FACTORY-INSTALLED OPTIONS

The following factory-installed options for Encore products are warranted against defects in material and workmanship for a period of 24 months from the date of installation of the dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first:

- **Barcode Scanner Assembly**
- **Receipt Printer**
- **Cash Acceptor Assembly**
- **VaporVac® Assembly**
- **Flexible Fuel Options**
 - **E25:** Covers hydraulics in contact with up to E25 fuel blends
 - **E85:** Covers hydraulics in contact with up to E85 fuel blends
- **Secure Card Reader (SCR) Assembly**
- **Hybrid Card Reader (HCR) Assembly**
- **Global Contactless Module (GCM) Assembly**
- **FlexPay™ Universal Payment Module (UPM) Assembly**
- **DEF for Encore Dispensers**
- **Encore Security Options**
- **Color Screen Assembly**

The following factory-installed options are warranted against defects in material and workmanship for a period of 12 months from the date of installation of the pump/dispenser in which they were originally installed, or 24 months from the date of Gilbarco's original invoice, whichever occurs first. Labor, mileage, and travel are covered only for the first 30 days from the date of installation.

- **FlexPay Connect (DCM and Omnia Field Upgrade Kits)**

See General Exclusions section below.

FIELD RETROFIT OPTIONS

The following Field Retrofit Options are warranted against defects in material and workmanship for 12 months from the date of installation, or 24 months from the date of Gilbarco's original invoice, whichever occurs first. Labor, mileage, and travel are covered only for the first 30 days from the date of installation.

- **Barcode Scanner Assembly**
- **Cash Acceptor Assembly**
- **HCR Assembly**
- **Global Contactless Module (GCM) Assembly**
- **FlexPay Universal Payment Module (UPM) Assembly**
- **FlexPay II and IV CRIND Assembly**
- **DEF Retrofit Kit**
- **FlexPay Connect (DCM and Omnia Field Upgrade Kits)**
- **Color Screen Assembly**
- **Receipt Printer** (90 day part warranty from the date of installation)

The following Field Retrofit Options are warranted against defects in material and workmanship for 24 months from the date of installation, or 30 months from the date of Gilbarco's original invoice, whichever occurs first. Labor, mileage, and travel are covered only for the first 30 days from the date of installation.

- **VaporVac Assembly**

See General Exclusions section below.

APPLAUSE SERVER AND PERIPHERALS

Gilbarco warrants the Applause Server and peripherals [Uninterruptible Power Supply (UPS)], 8-port router, FlexPay Connect devices] against defects in material and workmanship from the date of installation until the expiration of the applicable agreement for Applause service. Gilbarco will pay, at previously contracted rates, labor, mileage, and travel costs that the ASC incurs to provide warranty service on Gilbarco equipment.

APPLAUSE SOFTWARE WARRANTY

Gilbarco warrants that the Applause Server software ("Software") shall be free of material defects and shall confirm to current Gilbarco specifications for a period of 90 days from the date of installation. Within a reasonable time after the customer 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 commercially reasonable efforts to identify and correct such defects and supply customer, at Gilbarco's expense, a corrected version of the Software.

In addition to the above, following conditions apply to the Applause Server and Peripherals and the Applause Software warranties:

- Each Applause Server must be registered with the Gilbarco Support Center. All serial numbers must be provided to activate the warranties.
- The customer will be responsible for the full cost of the service call if the service provider determines the problem is not a Gilbarco warranty issue.
- To be covered under warranty, any service on the Applause Server must be performed by an ASC certified to work on Applause.
- This warranty does not cover unapproved equipment or modifications to the Software, the Applause Server or peripherals, 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 the Applause Server or Software.
- Warranty coverage for 3rd party hardware or software installed in lieu or in addition to FlexPay Connect devices or Applause Software will be covered solely by 3rd party company per 3rd party company policy.

GENERAL EXCLUSIONS

Products must be installed, used, and maintained in accordance with Gilbarco installation, operation, and service instructions.

The foregoing warranties do not cover:

- (i) problems caused by improper installation, use, or maintenance;
- (ii) service provided by anyone other than ASCs;
- (iii) damage resulting from shipping, accident, power surges, neglect, misuse, act of nature, or abuse;
- (iv) any part or connection not provided or licensed by Gilbarco, including but not limited to network connectivity;
 - (v) use of non-Gilbarco replacement parts;
 - (vi) unauthorized addition of non-Gilbarco items to Gilbarco equipment;
 - (vii) unauthorized alteration of Gilbarco equipment;
- (viii) any standard pump or dispenser components that come in contact with ASTM biodiesel (21% or greater) or fuel containing more than 5% methanol or 15% ethanol or 15% MTBE, or 16.5% isobutanol, by volume;
- (ix) use of ASTM fuels containing more than 25% ethanol (E25) on E25 dispensers;
- (x) use of ASTM fuels containing more than ethanol 85 or biodiesel 100 on Flexible Fuel dispensers;
- (xi) use of fluid or fuel other than API-approved Diesel Exhaust Fluid (DEF) on DEF dispensers or the DEF hydraulic components within a dispenser; or
- (xii) communication errors related to field wiring (when installing high-speed communications equipment, if the wiring fails to meet the recommended specification, communication performance may be degraded, leading to potential communication errors. Gilbarco recommends that new communication wiring be installed in these cases.)
 - (xiii) reimagining or rebranding retrofit kits.
- (xiv) Warranty coverage for authorized or licensed 3rd party equipment, parts, or software will be covered solely by 3rd party company per 3rd party company policy

The warranties for Encore and Legacy products do not include hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, customer-specified graphics, 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. Warranty claims in connection with these items should be presented directly to the manufacturer.

GUIDELINES FOR MODIFICATIONS

Use following guidelines to assess modifications when dealing with a specific product warranty request or inquiry:

- For hydraulic modifications, including addition of additional fuel types or grades, valves, piping, meters, and/or pump electronics, warranty will not cover hydraulic components nor pump electronics.
- For cosmetic additions that involve third party, non-OEM graphics, sheathing, or components; warranty will not cover corrosion.
- For additions, modifications or replacement of CRINDs, including modifications to non-CRIND units to add printer or CRIND functionality, warranty will not cover pump electronics, printer performance if Gilbarco printer is used, corrosion or electronic damage due to water leakage, or other failures due to physical modification of the product, remote pump connectivity and communications.
- These types of modifications may also affect dispensers' approvals with regulatory bodies, including, but not limited to, Underwriters Laboratories (UL®), Americans with Disabilities Act (ADA), Weights and Measures (W&M), and Federal Communications Commission (FCC). Gilbarco makes no warranty regarding a modified product's conformance with any regulatory standard or requirement. Failure of a product to meet all applicable standards may impact a retailer's compliance with insurance requirements, bank covenants, local, state and national regulations, and other statutory and regulatory conditions.

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 any incidental, consequential, or indirect damages or losses of any kind, including without limitation; personal injury, death, property damage, environmental damage, product damages, loss of product, theft of product, loss of revenue or profits, business interruption, or any other business or commercial loss, any claims or lawsuits asserted against our customers, or any claims related to the unlawful or fraudulent use of our products.

EXCLUSIONS FOR FACTORY-INSTALLED AND FIELD RETROFIT OPTIONS: Following items are not covered under the warranties:

- (i) Consumable items, such as receipt paper or ribbons;
- (ii) Use of receipt paper or ribbons not specified by Gilbarco will void the printer assembly warranty;
- (iii) Paper jams, cash acceptor and stacker/LRC jams, and testing on the VaporVac and balance system; or
- (iv) Software changes to accept new bills issued by the government, or variations in currency published by the government.

****** The warranty for Factory Installed and Field Retrofit Options is non-transferable. The removal and installation of such components into another pump/dispenser will void the warranty. ******

GILBARCO INC.

ENCORE AND LEGACY DISPENSER AND RELATED PRODUCTS LIMITED WARRANTY FOR USA AND CANADA

PRODUCT LINE	MILEAGE, TRAVEL, AND LABOR				PARTS ¹		
	30 DAYS	90 DAYS	12 MONTHS	24 MONTHS	90 DAYS	12 MONTHS	24 MONTHS
Pump and Dispensers							
Encore Series	-	-	-	X	-	-	X
Factory-installed Options							
Barcode Scanner	-	-	-	X	-	-	X
CRIND Printer	-	-	-	X	-	-	X
Cash Acceptor	-	-	-	X	-	-	X
VaporVac	-	-	-	X	-	-	X
Flexible Fuel Options	-	-	-	X	-	-	X
HCR Assembly	-	-	-	X	-	-	X
GCM Assembly	-	-	-	X	-	-	X
FlexPay UPM Assembly	-	-	-	X	-	-	X
Color Screen Assembly	-	-	-	X	-	-	X
Dispenser Communication Module (DCM)	-	-	-	X	-	-	X
Field Retrofit Options							
Barcode Scanner	X	-	-	-	-	X	-
CRIND Printer	X	-	-	-	X	-	-
Cash Acceptor	X	-	-	-	-	X	-
VaporVac	X	-	-	-	-	-	X
SCR Assembly	X	-	-	-	-	X	-
HCR Assembly	X	-	-	-	-	X	-
GCM Assembly	X	-	-	-	-	X	-
FlexPay UPM Assembly	X	-	-	-	-	X	-
FlexPay CRIND Assembly	X	-	-	-	-	X	-
Color Screen Assembly	X	-	-	-	-	X	-
DEF Retrofit Kit	X	-	-	-	-	X	-
DCM or DCM2 Retrofit Kit	X	-	-	-	-	X	-
Other							
FlexPay Connect Back Room Communication Module (BRCM)	-	-	X	-	-	X	-
Applause Server and Peripherals	-	-	X	-	-	X	-
Enhanced D-Box	X	-	X	-	-	X	-
Legacy Series	-	-	X	-	-	X	-
¹ The part warranties in this table relate to installation only. For more details, refer to the previous page of this document.							