



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

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. GUARANTEES NEW SERVICE STATION EQUIPMENT MANUFACTURED BY GILBARCO IN ACCORDANCE WITH THE PROVISIONS STATED BELOW.

Gilbarco will repair or replace parts and equipment found to be defective in materials or workmanship during the warranty period, subject to the following:

- Labor and travel costs incurred by the qualified service provider while servicing Gilbarco equipment are included, unless excepted, and will be paid at previously contracted rates to the qualified service provider.
- Warranty services must be performed by the nearest authorized service provider qualified to perform service on the defective equipment.
- Gilbarco will supply new or rebuilt parts to replace parts that are found to be defective within the warranty period. Parts returned to Gilbarco must be shipped with transportation charges prepaid by the customer and will be replaced with parts with transportation charges prepaid by Gilbarco.
- New Equipment installations must be registered with the Gilbarco Support Center at 1-888-800-7498 to activate the warranty period from the date of commissioning/installation. Otherwise, warranty will begin on the date of invoice.
- Warranty response time for routine warranty claims is 24 hours from the time warranty service is requested, provided that routine warranty service is performed only Monday through Friday, 8:00 A.M. through 5:00 P.M. Priority situations are either emergency or hazardous. Emergency situations, for which the response time is on-site within four hours of the request, include complete site shutdown or 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, include the imminent release of hazardous or dangerous materials or situations with imminent danger to life or property. Overtime will only be paid for priority situations occurring outside normal warranty service hours.
- Warranty repair requiring rented equipment, overtime premium, lodging, or charter travel must be approved in advance of service expenditure by the Gilbarco Warranty Administration Department.

ENCORE PRODUCT WARRANTY

The ENCORE Dispenser is 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.

- **CORROSION PROTECTION:** Encore products are warranted against rust-through conditions on visible surfaces for a period of 48 months from the date of installation of the equipment. 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. Rust resulting from damages to the exterior components due to misuse, abuse, third-party non-OEM components, acts of nature, accidents, or collisions are excluded from this warranty.
- **PRODUCT 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

LEGACY AND TITAN PUMPS AND DISPENSER WARRANTY

THE LEGACY SERIES and TITAN 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.

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.

FACTORY-INSTALLED OPTIONS

Warranty applies as Factory-installed Options become available for Encore and Automated Attendant products.

Barcode Scanner Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

CRIND® Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

Receipt Printer is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

Cash Acceptor Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

TRIND® Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

VaporVac Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

Flexible Fuel Options is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

Secure Card Reader (SCR) Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

FlexPay™ Encrypting PIN Pad (EPP) Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

EMV® is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

FlexPay Connect is 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 and travel are covered only for the first 30 days from the date of installation.

Enhanced D-Box (EDB) is 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 and travel are covered only for the first 30 days from the date of installation.

Color Screen Assembly is warranted against defects in material and workmanship for a period of 24 months from the date of installation of the pump/dispenser in which it was originally installed, or 30 months from the date of Gilbarco's original invoice, whichever occurs first.

EXCLUSIONS: Consumable items, such as receipt paper or ribbons are not warranted. The use of receipt paper or ribbons not specified by Gilbarco will void the printer assembly warranty. Paper jams, cash acceptor and stacker/LRC jams, and testing on the VaporVac and balance system are not warranted. Also excluded are software changes to accept new bills issued by the government, or variations in currency published by the government.

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

FIELD RETROFIT OPTIONS

Warranty applies as Field Retrofit Options become available for Encore products.

Barcode Scanner Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

CRIND Assembly is 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. The receipt printer is warranted against defects in material and workmanship for 90 days from the date of installation. Labor and travel are covered only for the first 30 days from the date of installation.

Cash Acceptor Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

TRIND Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

VaporVac Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

SCR Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

FlexPay EPP Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

FlexPay II CRIND Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

EMV is 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 and travel are covered only for the first 30 days from the date of installation.

DEF Retrofit Kit is 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 and travel are covered only for the first 30 days from the date of installation.

FlexPay Connect is 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 and travel are covered only for the first 30 days from the date of installation.

Enhanced D-Box is 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 and travel are covered only for the first 30 days from the date of installation.

Color Screen Assembly is 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 and travel are covered only for the first 30 days from the date of installation.

EXCLUSIONS: Consumable items, such as receipt paper or ribbons are not warranted. The use of receipt paper or ribbons not specified by Gilbarco will void the printer assembly warranty. Paper jams and testing on the VaporVac and balance system are not warranted. Also excluded are software changes to accept new bills issued by the government, or variations in currency published by the government.

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

APPLAUSE™ SERVER AND PERIPHERALS

Applause Server and peripherals are warranted against defects in material and workmanship for 12 months from date of installation, or 24 months from the date of Gilbarco's original invoice, whichever occurs first. This warranty may be extended by site through a separate media activation agreement.

PERIPHERALS*

- Uninterruptible Power Supply (UPS)
- 8-port Router

SOFTWARE WARRANTY

- Software warranty covers the software diskette/CD, not the software application. 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's expense, a corrected version of the software product. The software warranty does not cover labor or travel cost.
- This warranty does not cover travel, labor, or unapproved equipment or 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.

SPECIFIC TERMS AND CONDITIONS FOR THE APPLAUSE SERVER AND PERIPHERALS

In addition to the above, the following conditions must be met in order to receive full warranty benefits and for the warranty to be activated:

- Each Applause Server must be registered with the Gilbarco Support Center. All serial numbers must be provided to activate warranty.
- 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 Media System Server must be performed by an Applause-certified technician.

*Labor and travel are covered for the first 12 months after installation, or 24 months from the date of Gilbarco's original invoice, whichever occurs first.

GILBARCO INC.

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GENERAL EXCLUSIONS

- Problems caused by faulty installation are not covered by this warranty. This warranty applies only if equipment has been installed and used in accordance with Gilbarco Installation, Operating, and Service Instructions. Problems caused by improper maintenance of equipment are not covered by this warranty.
- Use of service personnel other than qualified Gilbarco service providers without prior approval of the Gilbarco Warranty Administration Department will void payment of the warranty claim in question.
- Damage suffered by Gilbarco's equipment resulting from shipping, accident, power surges, neglect, misuse, act of nature, or abuse is not covered by this warranty.
- 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.

WHY WE HAVE THIS POLICY

When a product is modified, we can no longer confirm:

- The physical, structural, or environmental integrity of the unit
- The interface or interaction of communications between components
- The ability of the unit to maintain standards and intents of approval bodies
- Compliance with retailer brand guidelines for product operability

GUIDELINES FOR MODIFICATIONS

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

- 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.
- Cosmetic additions that involve third party, non-OEM graphics, sheathing, or components; warranty will not cover corrosion.
- 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 the dispensers' approvals with regulatory bodies, including, but not limited to, UL, ADA, Weights and Measures, and 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.

EXCEPTIONS TO THE POLICY

Apart from the guidelines above, Gilbarco may allow exceptions to the policy. Dispensers that have been modified with non-OEM components or equipment may receive supplemental warranty coverage, subject to all published warranty terms. To support our customers, we will provide warranty coverage for Gilbarco components that we determine are clearly not impacted by a field modification. The above warranty considerations do not in any way imply that Gilbarco endorses or acknowledges compliance by a non-OEM product to any applicable standard or requirement. Any modification to a Gilbarco product is done at the customers' sole risk unless written approval to a change is provided by Gilbarco Inc.

- 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. Gilbarco is not liable for any claims or lawsuits asserted against our customers or any claims or lawsuits related to the unlawful or fraudulent use of our products.
- 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.
- E25 dispensers are suitable for use with fuels containing up to 25% ethanol (E25).
- Flexible Fuel Dispensers are suitable for use with fuels up to ethanol 100 and Biodiesel 100.
- 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 DEF must meet applicable API standards. Use of any fluid(s) other than API-approved DEF will void this warranty.

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	-	-	-	X	-	-	X
CRIND Printer	-	-	-	X	-	-	X
Cash Acceptor	-	-	-	X	-	-	X
TRIND	-	-	-	X	-	-	X
VaporVac	-	-	-	X	-	-	X
Flexible Fuel Options	-	-	-	X	-	-	X
SMARTConnect™ Enabled Products	-	-	-	X	-	-	X
SCR Assembly	-	-	-	X	-	-	X
FlexPay EPP Assembly	-	-	-	X	-	-	X
Color Screen Assembly	-	-	-	X	-	-	X
EMV	-	-	-	X	-	-	X
Field Retrofit Options							
Barcode Scanner	X	-	-	-	-	X	-
CRIND	X	-	-	-	-	X	-
CRIND Printer	X	-	-	-	X	-	-
Cash Acceptor	X	-	-	-	-	X	-
TRIND	X	-	-	-	-	X	-
VaporVac	X	-	-	-	-	-	X
SMARTConnect Enabled Products	X	-	-	-	-	X	-
SCR Assembly	X	-	-	-	-	X	-
FlexPay EPP Assembly	X	-	-	-	-	X	-
FlexPay II CRIND Assembly	X	-	-	-	-	X	-
Color Screen Assembly	X	-	-	-	-	X	-
EMV	X	-	-	-	-	X	-
DEF Retrofit Kit	X	-	-	-	-	X	-
FlexPay Connect (BRCM and TBM2)	-	-	X	-	-	X	-
Applause Server and Peripherals	-	-	X	-	-	X	-
Enhanced D-Box	-	-	X	-	-	X	-
Legacy Series and Titan	-	-	X	-	-	X	-

¹The part warranties in this table relate to installation only. For more details, refer to the previous page of this document.