

GENERAL PRODUCT WARRANTY

This document contains the warranty terms and conditions applicable to products manufactured by **Dover Fueling Solutions**, owner of Wayne Fueling Systems trademark/patent.

The terms used herein shall have the following meanings:

Manufacturer – Wayne Indústria e Comércio Ltda, National Corporate Taxpayers' Registry (CNPJ) 42.120.394/0006-76, address: Estrada do Timbó, 126, Higienópolis, Rio de Janeiro - RJ, Brazil – Zip Code 21061-280.

Product – System for monitoring, payment, liquid measurement and fuel gauge pumps manufactured and marketed by Wayne, according to the Invoice (*Nota Fiscal* – NF) issued by the *Manufacturer*.

Customer – Individual or Legal Entity, described in the Invoice issued by the Manufacturer, that purchases the *Product*.

SAW – Wayne Authorized Service

Startup – *Product* Startup.

1. The Product is warranted against any defects in design and manufacture according to the specified in item 16, for the warranty to be valid the Installation, use and maintenance of the Product shall comply with the technical specifications and Manufacturer's recommendations as set out in the installation manual.
2. Fuel gauge pumps shall be installed within no later than six (06) months for Brazil, as from the date of issuance of the invoice, under penalty of loss of warranty. If the Product Startup fails to take place within the aforementioned period, the Manufacturer may charge the Customer for all transportation expenses and service fees or indicate a SAW for direct negotiation.
3. The warranty includes the replacement of parts for repair of defects through the supply of spare parts or replacement of the Product, when its repair is not possible. In both cases, the flaws or defects shall be verified through a technical report, by a technician authorized by the Manufacturer or Distributor, and such defects and flaws of the Product or its parts shall necessarily result from its proper use(s) and provided that they are not related to the use of fuels outside the technical standards set forth under the legislation. This warranty can be extended exclusively to Products provided by Wayne and shall not cover defects caused by any other peripheral accessories or equipment.
4. The replacement of parts recognized as defective shall be processed directly by the Manufacturer, except for the items of the electrical part subject to damage resulting from sudden voltage variations. This warranty shall not be applicable to any part that has been repaired or modified outside the factory or by any personnel not authorized by the Manufacturer. The warranty is not counted from the beginning, with the completion of the repair.
5. All software is provided with the license agreement, which is part of the product. The customer agrees that it shall be bound by the license agreement after the product is put into use. The software warranties shall be contained in the license agreement that governs the purchase and use thereof.
6. The warranty shall not cover any expenses with Installation of the Product and/or parts and accessories subject to natural wear, and which are disposable and removable, such as: filters, belts, adhesives, fading of painted parts, printing paper and lamps. The warranty also shall not include services of measurement, calibration, engine belt adjustment, cleaning of hydrometers, filters, gears, valves, software or firmware updates that are required when changing interface equipment or controllers of third parties and sending staff to training or equipment reprogramming.
7. The warrant of standard accessories (hose and nozzle) and optional accessories (swivel connections, safety valves with no triggering indication, printer and rotating reel) of the fuel gauge pumps are in accordance with the table in item 16, provided that the customer informs and immediately send the item or accessory to the Manufacturer or Distributor, and it verifies, through analysis and issuance of a technical report, that there is a manufacturing defect. If the Customer chooses to receive a technician at their establishment, the visit and labor of the SAW shall be charged to the Customer, according to the current service fees. The item shall be removed by qualified personnel.
8. This warranty covers only the Product and excludes the resulting damages, secondary expenses, expenses with construction or disassembly, effects on sales of businesses where our products are installed, expenses with correcting environmental problems or any loss resulting from any alleged defect in the installation or operation, covering only the replacement of defective parts.

9. The costs of services and parts arising from improper service requests shall be passed on to the Customer according to the current service cost table. Costs are comprised of the technical visit plus transportation, demurrage, and spare parts, when applicable.
10. IN NO EVENT SHALL WAYNE BE CONTRACTUALLY AND STRICTLY LIABLE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROFITS OR ANTICIPATED REVENUES, NON-OPERATION OR INCREASE IN THE EQUIPMENT OPERATION EXPENSES, COST OF CAPITAL, OR CUSTOMER CLAIMS FOR FAILURE OR DELAY IN OBTAINING PROFITS OR ANTICIPATED PRODUCTS.

11. Customer's Responsibilities:

- 11.1 All warranty issues shall be communicated directly to the manufacturer through the channels provided:
- For Brazil: Telephone: 0800 282 0002 (option 2) or e-mail suporte.wayne@doverfs.com or also check the website <https://www.wayne.com/pt-br/> .
 - Other countries: e-mail brazilsupport.overseas@doverfs.com or also check the website www.doverfuelingsolutions.com .
 - For Distributors use the e-mail brazilsupport.overseas@doverfs.com for personalized assistance.
- 11.2 The customer shall be prepared to help with information that allows the identification and solution of the problem.
- 11.3 All repairs determined as a result of misuse by the user are the sole responsibility of the customer and shall not be covered by the warranty.

IMPORTANT: Only service tickets issued by Wayne Customer Service are covered by the warranty.

12. Legal notice

- 12.1 On the date of shipment, Wayne guarantees the industry standard regarding the security of your personal data. Any data security issues, including, but not limited to, manufacturer's identity fraud resulting from tampering or modifications made after shipment are the sole responsibility of the customer.

13. Natural disasters

- 13.1 Wayne may require that equipment in areas affected by a natural disaster be inspected and brought back to an acceptable condition (refurbished at the customer's expense) to continue with warranty coverage. The equipment shall be revalidated by SAW. The warranty period shall not be extended "If the product has suffered any damage caused by natural phenomena such as – but not limited to – floods, lightning, windstorms, fires, explosions, sea air, etc.;"

14. Breach of contract

- 14.1 Wayne may annul any remaining part of the warranty in case of any breach of the sales contract, including, but not limited to, the refusal to pay the amounts due to Wayne or its representatives or removing the gas pump from the place originally installed.

15. Product warranty limitations

- 15.1 The warranties hereunder shall be automatically invalidated if they are not characterized by deficiency in material, workmanship or assembly, such as in the following situations:
- i. Any damage resulting from accidents caused by the customer.
 - ii. If during Startup and throughout the warranty period, intervention and/or repair on the Product is not carried out within the standards recommended by the Manufacturer.
 - iii. Use of non-original parts or parts coming from third parties.
 - iv. Any damage resulting from improper cleaning methods (high pressure washing, corrosive cleaning products, etc.).
 - v. Problems related to third party solutions such as points of sale (POS), interface or software drivers, including, but not limited to, problems in connectivity, graphics etc.
 - vi. Problems related to the network, including, but not limited to, credit cards that do not work.
 - vii. If any problems are found related to the use of the printer with unspecified paper.
 - viii. If there is any violation of the structure of the equipment to mount signs or displays.
 - ix. If there is any failure that cannot be replicated.

- x. If the damage to the Product and its accessories occurs due to the improper, incorrect or unauthorized use thereof, in disagreement with the technical specifications and recommendations set out by the Manufacturer contained in the owner's/installation manual (which accompanies the Product);
- xi. If the damages suffered by the Product and its accessories occur as a result of its use for purposes other than those specified in the purchase proposal and those specified by the Manufacturer or are caused as a result of the use of products other than those authorized for use at gas stations, included here: cases of waste (dirt) pumped from tanks or pipes, with the finding that the fuel used is out of specification, or problems caused by dirt due to the absence of filter cleaning every 30 days, or improper fuel that results in increased levels of instability, corrosion, impurity or any other characteristic that could result in equipment malfunction;
- xii. If the Product has undergone any kind of aesthetic or functional modification, without the prior written authorization from the Manufacturer, or if there are signs of violation of the Product, and if any type of intervention not authorized by the Manufacturer has been carried out;
- xiii. Any damage resulting from items or accessories not originally supplied with the equipment and/or applied or changed in the field, such as: thermometer densifier vat and bulb, nozzles, swivel, safety valves, filters, electrical installation, including devices for identification of gas station employees, and hydraulics external to the pump;
- xiv. Any damage resulting from electrical discharges, short circuits and/or electrical voltage variation, as well as any problem or inadequacy of the Customer's electrical network;
- xv. Any damage resulting from improper operation, damage to the paint or plating resulting from the use of unsuitable products for cleaning or destruction or breakage due to impacts or friction on the surface layer of the paint;
- xvi. If the Product has suffered any damage resulting from acts of God or force majeure situations, such as any damage caused by natural phenomena, floods, lightning, fires;
- xvii. If the Product has suffered any damage resulting from intentional or wrongful acts, practiced by third parties or by the Customer in the conservation or operation of the pump, such as collision, braking of glassware (hydrometers, displays, etc.) and acts of vandalism, terrorism and acts of urban violence;
- xviii. If the Product has suffered any damage due to improper or incorrect storage, transportation and/or handling, after delivery by the Manufacturer to the Customer;
- xix. If the inspection of the Product, when delivery is under the Manufacturer's responsibility, is not carried out by the Customer, or by a person designated by it, at the time of receipt thereof, and the damage is not registered with the carrier upon delivery;
- xx. If the identification labels for the product and key parts (meter, compact, pulser and others) are violated or ineligible.

16. Warranty period per product

Standard warranty terms.					
Product	3 months	6 months	12 months	18 months	Term
<ul style="list-style-type: none"> • Fusion™ Track System • ATG • OPT 			✓		Twelve (12) months as from the date of Wayne's invoice. The warranty start date is based on the original date of Wayne's invoice.
<ul style="list-style-type: none"> • Fuel gauge pumps (Brazil) 			✓		Twelve (12) months as from the date of Wayne's invoice. For Consumables six (6) months as from the date of Wayne's invoice. The warranty start date is based on the original date of Wayne's invoice. Note: The startup shall be mandatorily performed by a company certified by Wayne within 6 months as from the invoice.
<ul style="list-style-type: none"> • Fuel gauge pumps (Other Countries) 				✓	Eighteen (18) months as from the date of Wayne's invoice. For Consumables twelve (12) months as from the date of Wayne's invoice. The warranty start date is based on the original date of Wayne's invoice. Note: The startup shall be mandatorily performed by a company certified by Wayne in your country.
<ul style="list-style-type: none"> • Wayne's genuine parts (Brazil) 	✓		✓✓		✓ Spare parts: Three (3) months as from the date of Wayne's invoice. ✓✓ Distributors: One (1) year as from the date of Wayne's invoice.

• Wayne's genuine parts (Other Countries)		✓	✓✓		✓ Spare parts: Six (6) months as from the date of Wayne's invoice. ✓✓ Distributors: One (1) year as from the date of Wayne's invoice.
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IMPORTANT: Once Wayne Indústria e Comércio Ltda. has fulfilled all the duties described herein, it shall not be held responsible for any indirect damages suffered by the *Customer*, due to failures in the *Product* covered by the warranty.

17. Corrosion warranty for fuel gauge pumps

17.1 In the manufacture of fuel gauge pumps, Wayne uses sheets of galvanized or galvaneal steel plates and electrostatic painting (powder painting), which allows it to offer a 1-year warranty against corrosion provided that the basic conservation principles indicated below are complied with:

- Wash the pump panels from time to time with water and automotive shampoo.
- Do not use direct jets of pressurized water on the pump or on the electronic cabinet, they can cause spatter inside and damage the circuit boards and/or electronic components.
- Use clean cloths to dry the pump. Dirty cloths can scratch the painted surface.
- Do not use alcohol, naphtha or petroleum products for cleaning, as these products can remove or change the color of the paint.
- To better maintain the appearance of the pump, we recommend applying automotive wax (with no polishing) to metal and silicone parts on stainless steel, aluminum and plastic parts.
- We recommend that the wax should be applied every 3 months or at least according to local conditions.
- By following these procedures, the appearance of your pump, as well as its paintwork, will remain in its original characteristics for many years.

17.2 The 1-year warranty shall not be applicable in cases where the equipment is not properly maintained, as well as in cases of oxidation due to perforations, impacts with any other objects, scratches, dents, folds to the plating or scratches that destroy the protective coating of the surface, or due to the exposure of the pump to highly corrosive products or environments (high humidity and aggressive atmospheres).

17.3 It is considered a corrosion problem when the surface of the external panels presents a corroded area exceeding a diameter of 2 mm and appearing more than once on a surface of the same panel.

External panels are:

- Painted parts; for example. Internal panels, hydraulic doors, electric heads and payment panels, hose handling side panel, upper hose handling panel and base structure;
- Aluminum panels and extrusions;
- Plastic panels;