

OPW Fuel Management Systems' Policies and Procedures

For U.S. and Canada

OPW Fuel Management Systems (OPW FMS) warrants that all OPW FMS Tank Gauge products, will be free from defects in material and/or workmanship under normal use and service for a period of 24 months from the date of installation or a maximum of 30 months from the date of shipment from OPW FMS, whichever comes first. Petro Vend Fuel Control systems, and upgrades or replacement parts for all of the foregoing products will be free from defects in material and/or workmanship under normal use and service for a period of 12 months from the date of installation or a maximum of 15 months from the date of shipment from OPW FMS, whichever comes first. Notwithstanding anything to the contrary herein, this warranty shall only apply if the aforementioned products are supplied by OPW FMS to the Original Purchaser. The foregoing warranties will not extend to goods subjected to misuse, neglect, accident, or improper installation or maintenance or which have been altered or repaired by anyone other than OPW FMS or its authorized representative. The buyer's acceptance of delivery of the goods constitutes acceptance of the foregoing warranties and remedies, and all conditions and limitations thereof.

If a claim is made within the warranty time period that any equipment and/or remanufactured part is defective in material or workmanship under normal use and service, such equipment shall be returned to OPW FMS, freight prepaid. If such equipment or remanufactured part is found by OPW FMS in its sole judgment to be defective in material or workmanship under normal use and service, OPW FMS shall, at its sole option, repair or replace such equipment (excluding, in all instances, fuses, ink cartridges, batteries, other consumable items, etc.) OPW FMS shall not be held responsible for data loss or retrieval on returned products.

THE WARRANTIES, AS SET FORTH ABOVE, ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT- ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OPW FMS' PART.). Further, OPW FMS neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the sale of the systems, or any new/replacement part that has been subject to any damage from any act of nature or any force majeure. Any terms proposed by the Original Purchaser either orally or in writing are expressly rejected. The terms and conditions expressed in this document may only be changed upon the express written consent of OPW FMS.

The term "Original Purchaser" as used in these warranties shall be deemed to mean the authorized OPW FMS distributor to which the system or any new/replacement part was originally sold. These warranties may be assigned by the original purchaser to any of its customers who purchase any OPW FMS systems or new/replacement parts. This document shall be governed by and construed in accordance with the law of the State of Texas. OPW FMS and Original Purchaser agree that any legal action or proceeding arising from or relating to this document may ONLY be brought in the courts of the State of Texas, or the United States District Court having jurisdiction in the City of Austin, Texas. Original Purchaser expressly consents to personal jurisdiction in any of the above-mentioned forums and agrees to waive all defenses based on improper venue or inconvenient forum should an action be brought therein.

The sole liability of OPW FMS for any breach of warranty claim shall be as set forth above. OPW FMS does not warrant against damage caused by accident, abuse, faulty or improper installation or operation. In no event shall manufacturer's liability on any claim for damages arising out of the manufacture, sale, delivery, or use of the goods exceed the original purchase price of the goods. In no event shall OPW FMS be liable for any direct, indirect, incidental, or consequential damage or loss of product.

TERMS

Ex-works our factory, Austin, Texas, **USA Installation not included.**

**All trade names are registered. Patents pending.
Subject to engineering improvement and/or other changes.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

CUSTOMER SERVICE DEPARTMENT

Dover Fueling Solutions

3814 Jarrett Way, Austin, Texas 78728, USA

United States (512)-388-8311

doverfuelingsolutions.com/

OPW Fuel Management Systems' Terms and Conditions of Sale

Products and Orders

SPECIAL PRODUCTS

Parts/products that are not listed in the current OPW FMS price list are considered "special." These special parts/products are subject to the additional terms listed below:

- Orders are subject to OPW FMS approval and must be in writing and accompanied by a Purchase Order.
- Minimum order quantities and additional lead times may exist for special parts/products.
- Special parts/products can be discontinued at OPW FMS's sole discretion.
- Cancellations or reductions of "special" parts/products ordered must be at OPW FMS's consent and will be subject to charge determined by OPW FMS to be sufficient to cover all costs incurred. Cancellations or order changes for "special" parts/products must be in writing.

PICK-UP ORDERS

Orders that are received for pick-up at our Austin facility must have a firm ship date. If orders are not picked up within 48 hours of the shipment date they will be shipped to the distributor's warehouse as outlined in our freight terms noted below.

EXPEDITED ORDERS

Expedited shipment order requests must be received by 12:00 p.m. CST.

- Expedited shipments will ship the same day pending product availability and expedited order processing demand
- Expedited shipments will receive current published list prices less standard (Non-Optimum) discount
- Expedited parts order fee - \$150 USD
- Orders that cannot be expedited will be processed less the expedite fee – order change will be communicated

PRICES / DISCOUNTS

Prices shown in price list are Suggested List. All prices are in U.S. dollars. Prices are for prompt acceptance and are subject to change without notice and become firm under our acceptance of your order, as evidenced by our acknowledgement.

- Prices do not include any applicable sales, use, excise, duties, or other taxes.

See Confidential Discount Plans for discount information.

PAYMENT TERMS

Payment terms are one (1) percent, twenty (20) days, date of invoice, net thirty (30) days for customers qualifying for credit. Term discounts are not allowed unless the account is current.

OPW Fuel Management Systems' Terms and Conditions of Sale

Shipping

FREIGHT

All shipments are Ex-works our factory, Austin, Texas USA. All freight charges are the responsibility of the distributor/customer. Title and liability for loss or damage in transit shall pass to the buyer upon seller's delivery of goods to a common carrier for shipment to the buyer. Claims for damages in transit must be asserted against the carrier. OPW FMS will not accept a distributor's third-party carrier account numbers. OPW FMS will ship from its facilities via BEST WAY freight.

MINIMUM ORDERS

All OPW FMS orders are subject to the current minimum order policy:
Prepaid freight on all parts orders \$300 USD Net or greater, standard freight terms apply.

ROUTING

OPW FMS reserves the right to select freight routing and will strive to ship the best possible way.

CLAIMS

Claims for shortages in shipments and errors in freight charges must be reported in writing to OPW FMS Customer Service Department within five business (5) days after receipt of order. Please note the following regarding shortage claims:

- If you suspect a shortage, please sign only for the number of cartons received, and file a claim with the trucking company
- If you detect a shortage, please contact your Customer Service Representative at 1-888-679-3835
- All freight damages must be noted on Bill of Lading at time of acceptance by the Distributor

RETURNS

(1) Restocking Charge Returns

To help cover the normal costs of handling, inspecting, and testing, a charge of 25 percent of the original purchase price will be charged.

OPW FMS will always attempt to cooperate if the distributor requests permission to return goods for credit. **Products to be returned must be standard products, current merchandise, less than six months old, in original unopened packaging and resalable as new.** The invoice number must accompany the RMA number on the return. **AST flexible probes, non-standard length rigid probes, software/firmware, and cards/keys, are not eligible for returns.** Freight is the responsibility of the buyer upon any return.

(2) Warranty Returns

See return procedures on page 4.

(3) Special Product Returns

Special parts/products are not eligible for return. **AST Flexible probes, non-standard length rigid probes, all software/firmware and cards/keys are considered special products and they are not eligible for return unless otherwise expressly permitted by a separate writing with distributor.**

OPW Fuel Management Systems' Terms and Conditions of Sale

REMANUFACTURED PARTS PRICING

Replacement Parts Price Lists contain the suggested list prices for both new and remanufactured parts. Applicable discounts will be applied to all of these prices. The remanufactured portion of these price lists contains two columns of prices, as illustrated in the following example:

The "LIST PRICE" is the suggested list price paid by the customer when no exchange part is provided at the time of the transaction. It is also the value of the credit to be issued to the distributor when a defective part is returned within the appropriate warranty coverage period.

"CORE VALUE" is the value of the credit to be issued when a non-warranty part is returned with appropriate documentation.

Note: Some parts have no LIST PRICE or CORE VALUE. In addition, some parts must meet a minimum core revision to be eligible for core credit. See part number description in the price list for minimum revisions.

The following examples illustrate how the Remanufactured Parts program operates.

Example) A Part With a Core Value - The PV240 Pump Relay Board (Core Rev. C) will be invoiced at \$1215.00 USD (less applicable discounts). The defective PV240 Board it replaces can be returned to OPW FMS for a credit of \$189.00 USD (less applicable discounts). If this PV240 Board was replaced within the appropriate warranty coverage period, full credit (less applicable discounts) for the replacement PV240 Board will be issued upon receipt of the defective PV240 Board.

System Type	Part Number	Description	List Price	Core Value
K800	FMR20-0218	PV240 Pump Relay Board (Core Rev. C)	1215.00 USD	189.00 USD

RETURNED PARTS

NON-REMANUFACTURED PARTS

Parts being returned for credit or replacement may be returned to:

OPW FMS Systems
3814 Jarrett Way
Austin, Texas 78728, USA

Before returning goods that are not part of the Remanufactured Parts Program, distributors must obtain a Return Material Authorization (RMA) number from OPW FMS:

- For returns involving technical issues or labor warranty, please obtain the Authorization Number by calling OPW FMS Technical Support at **1-877-679-8324**.
- For returns due to parts ordered in error, please call OPW FMS Customer Service at **1-888-679-3835**.

Once issued, RMAs are valid for 90 days only. RMA numbers must be clearly marked on the outside of the return-shipping container or no credit will be issued, and the goods will be sent back to the distributor. Replacement parts that are not part of the Remanufactured Parts Program need only be returned if replaced during the appropriate warranty coverage period. Please refer to the following for details on how to order and return warranty and non-warranty replacement parts supplied through the Remanufactured Parts Program.

OPW Fuel Management Systems' Terms and Conditions of Sale

A. NON-REMANUFACTURED PARTS UNDER WARRANTY

Defective parts replaced during the appropriate warranty coverage period that are not part of the Remanufactured Parts Program may be returned, freight prepaid, for full credit or replacement.

To obtain a Return Material Authorization number for non-remanufactured parts under warranty, call OPW FMS Customer Service at **1-888-679-3835**. In order to obtain the RMA number, a Tech Service case number must first be established. Call OPW FMS Technical Support at **1-877-679-8324** for a case number if one has not already been created from on-site troubleshooting.

For Probes: Because of their size and the nature of their use, probes present special handling problems. The shipping container used to ship the replacement probe must be used to return the defective probe. Because freight charges can be substantial for probes, OPW FMS has made arrangements with certain freight companies for special pricing. Please contact Customer Service at **1-888-929-6327** for more information. For health and safety reasons, please be sure probes have been wiped clean of any residual product before shipment.

B. REPLACEMENT PARTS ORDERED IN ERROR

Replacement parts ordered in error may be returned to OPW FMS for credit provided the following conditions are met:

- Goods are unused and in resalable condition.
- Goods are still in their original shipping container.
- No more than 30 days has elapsed since the part's invoice date.

A 25 percent re-stocking charge will apply to these returns. Returns not meeting the above conditions will not be accepted and will be sent back to the distributor with an invoice for return freight (Ex-works our factory Austin, Texas).

To obtain an Authorization Number for replacement parts ordered in error, call OPW FMS Customer Service at **1-888-679-3835**.

LABOR AND TRAVEL REIMBURSEMENT FOR WARRANTIED PARTS REPLACEMENT

If a defective part is replaced in a system covered by OPW FMS ' Labor and Travel Reimbursement Program, the defective part must be returned, freight prepaid, in the same container in which the replacement part was shipped within 30 days of the replacement part's installation date. A completed Labor and Travel Reimbursement form must also be included with the return. These forms can be obtained by reaching out to the OPW FMS customer support team at fmsorders@doverfs.com.

These forms provide spaces to record all the information that is pertinent to the transaction, including: the location of the system, the identification of the factory certified service representative, the serial numbers of all parts involved and the details of mileage and labor hours. A call number issued by OPW FMS Technical Support Department is required on all claims. No labor or travel reimbursement claims will be accepted without a completed Labor and Travel Reimbursement form. All claims must be submitted no later than 30 days after the problem has been resolved. Any claim that exceeds the 30-day limit, without prior approval from OPW FMS, will not be paid. If an incomplete labor claim is submitted, OPW FMS will contact you requesting the missing information and the claim will remain open for 30 days. A zero-dollar credit will automatically be issued if the missing information is not submitted within the 30-day period.

LABOR WARRANTY COVERAGE SCHEDULE

OPW FMS will reimburse only authorized service providers for the cost of the labor and travel time incurred to replace OPW FMS Fuel Control and OPW FMS Tank Gauge system parts that are found to have defects in material and/or workmanship under normal use and service from the date of installation in accordance to the following coverage schedule:

Systems	Reimbursement Period
Fuel Control:	
Petro Vend® 100™ Fuel Control systems and options.....	90 days
FSC3000™, PV200™, PV300™	1 year
Tank Gauge:	
MagLink LX Plus and MagLink LX Ultimate systems, options, probes and sensors	2 years

Only options purchased with the original system are covered under the Labor and Travel Reimbursement Program.

There are specific guidelines and limitations regarding the amount of time and distance OPW FMS will reimburse its authorized distributors to replace defective parts during the labor reimbursement period. These guidelines and limitations are defined in OPW FMS ' Labor and Travel Reimbursement Policy. OPW FMS will not authorize any payment for work outside of these guidelines.

OPW Fuel Management Systems' Terms and Conditions of Sale

GUIDELINES, LIMITATIONS AND PROCEDURES

1) CHARGE RATES:

Labor Rate:	\$75.00/hour U.S. Funds
Travel Rate:	\$75.00/hour U.S. Funds
Mileage Rate:	\$0.75/mile U.S. Funds

2) **NUMBER OF SERVICE PERSONNEL** - Charges for only one service person per call will be covered.

3) **NUMBER OF TRIPS** - Multiple trips for the same problem, due to lack of parts or lack of diagnostic ability of service personnel, will not be covered. Contacting OPW FMS ' Technical Service Department before traveling to the site may alleviate some of these problems.

4) **TRAVEL** - No air travel will be authorized. In most instances, the purchasing distributor will be authorized to service the site. However, in certain instances, at OPW FMS ' option, mileage charges will be accepted from the closest qualified OPW FMS distributor or service contractor.

Note: Maximum allowable charges are 200 miles round trip and 4 hours travel.

5) **TIME ON THE JOB** - Most problems should require less than 1-hour on-site assistance to resolve. OPW FMS will monitor time charges and reserves the right to reduce or discontinue compensation to distributors or service contractors who abuse the program. Any service person who cannot resolve the problem within the time frame must contact OPW FMS ' Technical Services Department from the site. Programming and troubleshooting will not be covered under any circumstances unless pre-approved by OPW FMS

6) **OVERTIME** - Only straight time will be considered for payment.

7) **FOOD & LODGING** - No allowance or compensation will be made for food and lodging.

PROCEDURES

The procedures to be followed under this agreement are stated in detail in the document entitled "OPW FMS Warranty Policy and Procedures".

The DISTRIBUTOR will ensure that "Installation Reports" are completed and returned to OPW FMS for each system purchased and will direct his service personnel and/or subcontractors to adhere to the instructions for completing "Labor Warranty Service Reports" (LWSR) and returning defective parts. A LWSR form must include an RMA number, case number, the technician's name, and technician's certification number. Failure to provide this information will result in a delay to your warranty reimbursement, or a zero credit. OPW FMS will contact you requesting any missing information and will keep the claim open for 30 days. After 30 days, OPW FMS will automatically issue a zero-dollar credit if the information is not submitted.

When warranty work is performed after normal business hours, on weekends or on holidays, you will need to contact OPW FMS ' Technical Service Department at **1-877-679-8324** on the following business day to obtain a case number and RMA prior to submitting your claim. A case number is used to reference the service call and includes the details of the work performed, the system type, site name, distributor or service provider name and the name of the certified tech that performed the work. An RMA (Return Material Authorization) number authorizes the service provider to send the part back to OPW FMS. Labor warranty claims must be submitted within 30 days of the closure the tech support case number.

SECTION V: PAYMENT OF CLAIMS

The DISTRIBUTOR will invoice OPW FMS for the amount of the claim. The invoice must refer to the OPW FMS **Labor Warranty Tracking Number** (LW Form) that is imprinted on each service report.

Upon receipt of the invoice, OPW FMS will:

- A) Verify that a defective part and a "Labor Warranty Service Report" has been received.
- B) Verify that the system from which the part was removed was still within its labor warranty period and that an "Installation Report" is on file.
- C) Verify that the installation and repair was done by a technician certified by OPW FMS.
- D) If all criteria are met, approve the invoice for payment.

Payment will be made in the form of an account credit within 30 days of receipt of the invoice and associated parts and documentation.

For questions regarding the status of a Labor Warranty claim, contact OPW FMS at **1-888-679-3835** and listen to the menu for the warranty claim option, or email your inquiries via the OPW FMS customer support team at fmsorders@dooverfs.com and attach (if any) supporting documents referencing the submission.