

# Termo geral de garantia do produto

Término general de garantia del producto

General product warranty

Document général de garantie du produit



Imagem meramente ilustrativa

DFS *Worldwide* Brands

## GENERAL PRODUCT WARRANTY

This document includes the warranty terms and conditions applicable to products manufactured by Dover Fueling Solutions, which owns the Wayne Fueling Systems brand/patent.

Meanings of the terms used in this document:

Manufacturer - Wayne Indústria e Comércio Ltda, CNPJ 42.120.394/0006-76, address: Estrada do Timbó, 126, Higienópolis, Rio de Janeiro - RJ, Brazil – ZIP Code 21061-280.

Product - Monitoring system, payment system, liquid measurement system and fuel metering pumps manufactured and traded by Wayne, according to the Invoice issued by the Manufacturer.

Customer - Individual or Corporation described in the Invoice issued by the Manufacturer that purchases the Product.

SAW - Wayne Authorized Service

Startup - Initial startup of the Product.

1. This product is guaranteed against design and manufacturing defects, as specified in must comply with the Manufacturer technical specifications and recommendations in item 17. For the warranty to be valid, the Product's installation, use and maintenance set forth in the installation manual, as well as all instructions/notices on the product and its packaging.
2. The product Startup and installation must be performed within the maximum period of twelve (12) months for the Helix family products and six (6) months for other fuel pump families sold in Brazil, counted from the invoice issue date, under penalty of warranty loss. If the startup does not occur within the above-mentioned period, the Manufacturer may charge the Customer all travel expenses and service fees related to necessary maintenance or appoint a SAW for direct negotiation.
3. Product startup and installation after the above-mentioned deadline may subject certain parts to natural wear and tear due to idleness, making their replacement necessary. Such replacement parts, such as gaskets, compact unit, valves, and other hydraulic parts are not covered under warranty and may be charged to the customer. The warranty includes replacement parts to repair defects through the supply of spare parts or replacement of the Product when repair is not possible. In both cases, the failures or defects should be verified through a technical report, by a technician authorized by the Manufacturer or Distributor, and such defects, vices or damages of the Product or its parts must necessarily result from its (their) correct use (s) and provided that they are not related can be extended only to the products supplied by Wayne and does not cover malfunctions caused by other equipment or peripheral accessories.
4. The replacement of parts known to be defective will be processed directly by the Manufacturer, except for the electrical items subject to breakdowns caused by sudden voltage variations. This warranty does not apply to parts repair ed or modified outside the factory or by personnel not authorized by the Manufacturer. The warranty does not restart once the repair has been carried out.
5. All periodic inspect ions items (filter, suction network maintenance, electrical network maintenance) that are the customer's responsibility must have been carried out periodically by a responsible technician, according to the respective inspection deadlines, under penalty of loss of Warranties.
6. All software is supplied with a license agreement, which is part of the product. You agree that you will be bound by the license agreement after the product is put into use. Warranties for the software will be included in the license agreement governing purchase and use.
7. The warranty does not cover expenses for Product Installation and/or parts and accessories that are subject to natural wear and tear, disposable and removable, such as: filters, belts, adhesives, fading of painted parts, printing paper, and light bulbs. The warranty also does not include gauging, calibration, engine belt adjustment, cleaning of densimeters, filters, gears, valves, updates to software or firmware that are required when changing third-party interface equipment or controllers, and dispatching staff for training or reprogramming of equipment.

## GENERAL PRODUCT WARRANTY

8. The standard accessories (hose and nozzle) and optional accessories (rotating connections, safety valves with no indication of actuation, printer, and rotating reel) of the fuel metering pumps are warranted according to the table in item 17, provided that the customer immediately informs and sends the item or accessory to the Manufacturer or Distributor, and the latter checks, through analysis and issuance of a technical report, that there is a manufacturing defect. If the Customer chooses to have a technician come to their facility, the SAW visit and labor will be charged to the Customer at the personnel current service rates. Removal of the item must be performed by qualified service.
9. This warranty covers only the Product and excludes resulting damages, incidental expenses, construction or dismantling expenses, effects on sales of businesses where our products are installed, expenses for correcting environmental problems or any loss resulting from the alleged defect in installation or operation and covers only the replacement of defective parts.
10. The costs of services and parts arising from improper service requests will be passed on to the Customer according to the current table of service costs. The costs are the combined costs of the technical visit plus travel, accommodation, and spare parts, when applicable.
11. IN NO EVENT SHALL WAYNE BE LIABLE IN CONTRACT, STRICT LIABILITY, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, NON-OPERATION OR INCREASE IN EQUIPMENT OPERATING EXPENSE, COST OF CAPITAL, OR CUSTOMER CLAIMS FOR FAILURE OR DELAY IN OBTAINING ANTICIPATED PROFITS OR PRODUCTS.

### 12. Customer Responsibilities:

- 12.1. All warranty issues should be reported directly to the manufacturer through the channels available:
  - For Brazil: Phone: 0800 282 0002 (option 2) or e-mail [suporte.wayne@doverfs.com](mailto:suporte.wayne@doverfs.com) or visit <https://www.doverfuelingsolutions.com>
  - For other countries: e-mail [brazilsupport.overseas@doverfs.com](mailto:brazilsupport.overseas@doverfs.com) or visit <https://www.doverfuelingsolutions.com>
  - For Distributors: e-mail [brazilsupport.overseas@doverfs.com](mailto:brazilsupport.overseas@doverfs.com) for personalized service.
- 12.2. The customer must be prepared to help with information to identify and solve the problem.
- 12.3. All applicable repairs resulting from misuse by the user are the sole responsibility of the Customer and are not covered under warranty.

**IMPORTANT:** Only the service calls sent by Wayne Customer Service are covered by the warranty.

### 13. Legal Notice:

- 13.1. On the date of shipment, Wayne guarantees the industry standard regarding the security of your personal data. Data security issues, identity fraud, resulting from tampering or modifications made after shipment are the exclusive responsibility of the Customer.

### 14. Natural Disasters:

- 14.1 Wayne may require that the 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 the warranty coverage. The equipment must be revalidated by SAW. The warranty period will not be extended if the product has malfunctions caused by natural phenomena such as – but not limited to – floods, lightning, windstorms, fires, explosions, sea fog, etc.

### 15. Breach of contract:

- 15.1 Wayne may void any remaining portion of the warranty for any breach of the sales contract, including, but not limited to, refusal to pay Wayne values or its representatives or removal of the fuel pump from its originally installed location.

**16. Product Warranty Limitations:**

16.1 The established warranties are automatically invalidated if they are not characterized by material, manufacturing or assembly deficiencies, as in the situations:

- i. Damage resulting from accidents caused by the Customer.
- ii. If during Startup and throughout the warranty period, there is intervention and/or repair in the Product that is not performed within the standards recommended by the Manufacturer.
- iii. Use of non-original parts, or use of third-party parts.
- iv. Damage resulting from improper cleaning methods (high-pressure washing, corrosive cleaners, etc.).
- v. Problems related to third-party solutions such as point-of-sale (POS), software drivers or interfaces, including, but not limited to, connectivity problems, graphics, etc.
- vi. Network-related problems, including, but not limited to, credit cards not working.
- vii. If there are problems related to using the printer with unspecified paper.
- viii. If there is tampering with the equipment structure to mount signs or displays.
- ix. If there are failures that cannot be replicated.
- x. If the damages suffered by the Product and its accessories occur due to its improper, incorrect or unauthorized use, in noncompliance with the technical specifications and recommendations set by the Manufacturer included in the owner's/installation manual (which comes with the Product);
- xi. If the damages suffered by the Product and its accessories occur as a result of its use for purpose other than those specified by the Manufacturer or are caused as a result of the use of products other than those authorized for use in gas stations, included herein cases of debris (dirt) pumped from tanks or pipes, with the finding that the level is out of specification, or issues caused by dirt due to failure to clean the filter every 30 days, or improper fuel resulting in increased levels of instability, corrosion, impurity or any other characteristic that may result in equipment malfunction;
- xii. If the product has undergone any aesthetic or functional modification without prior Manufacturer written authorization, or if there are signs the Product is tampered, or if any unauthorized intervention has been performed on the Product;
- xiii. Damage resulting from items or accessories not originally supplied with the equipment and/or applied or replaced in the field, such as: thermos-densimeter tank and bulb, nozzles, swivels, check valves, filters, electrical installation, including devices of the gas station attendant, and hydraulics external to the pump;
- xiv. Damage resulting from electrical discharges, short circuits and/or variation in electrical voltage, as well as any problem or inadequacy of the Customer's electrical network;
- xv. Damage due to improper operation, paint or bodywork damage resulting from the use of improper products for cleaning, or destruction or breakage due to impact or friction on the surface layer of the paint;
- xvi. If the Product has suffered damage due to act of God or force majeure situations such as damage caused by nature phenomena, floods, lightning, fires;
- xvii. If the Product has suffered damages resulting from malicious or intentional acts, practiced by third parties or by the Customer in the conservation or operation of the pump, as for example, collision, glassware breakage (densimeters, displays, etc.) and vandalism, terrorism and urban violence acts;
- xviii. If the Product has been damaged due to incorrect or improper storage, transportation and/or handling after delivery by the Manufacturer to the Customer;
- xix. If inspection of the Product, when delivery is the responsibility of the Manufacturer, is not carried out by the Client, or by a person designated by the Client, at the time of receipt and the damage is not registered with the carrier upon delivery;
- xx. The key parts and products identification labels (meter, compact, pulser and others are violated or ineligible).

## GENERAL PRODUCT WARRANTY

### 17. Warranty period per product:

Standard warranty terms.						
Product	MONTHS					Term
	3	6	12	18	36	
<ul style="list-style-type: none"> <li>· Fusion™ Track System</li> <li>· ATG</li> <li>· OPT</li> <li>· Synergy</li> </ul>			✓			Twelve (12) months from the Wayne invoice's issue date or eighteen (18) months from manufacture date (whichever expire first) The warranty starting date is based on the original Wayne invoice date.
Fuel Metering Pumps (Standard Warranty all models- Brazil)			✓			Twelve (12) months from the Wayne invoice's issue date. For Consumables, six (6) months from the Wayne invoice's is-sue date. The warranty starting date is based on the original Wayne invoice date. Note: The start-up must be performed by a company certified by Wayne /SAW within 12 months for the Helix family and 6 months for the other families as of the Wayne invoice's issuance date.
Helix Brazil family hydraulic module and motor (Agreed at the time of the sale at the manufacturer's discretion)				✓		Thirty-six (36) months from the Wayne invoice's issue date for pumping unit (Meter and Compact) and electric motor. Note: The startup must be carried out by a company certified by Wayne /SAW within 12 months from the Wayne invoice's issue date. The sealing components and consumables are not covered by the warranty.
Fuel Metering Pumps (Other Countries)				✓		Eighteen (18) months from the Wayne invoice's issue date. For Consumables, twelve (12) months from the Wayne invoice's issue date. The warranty starting date is based on the original Wayne invoice date. Note: The startup must be mandatorily performed by a company certified by Wayne /SAW in your country.
Wayne Genuine Parts (Brazil)	✓		✓✓			<ul style="list-style-type: none"> <li>✓ Spare parts: Three (3) months from the Wayne invoice's issue date.</li> <li>✓✓ Distributors: One (1) year from the Wayne invoice's issue date.</li> <li>✓✓✓ OPW Nozzle: Twelve (12) months of distributor invoice's (should have on observation field of invoice's the serial number of nozzle) or eighteen (18) months from date of manufacture (whichever expires first).</li> </ul>
Wayne Genuine Parts (Other Countries)		✓	✓✓			<ul style="list-style-type: none"> <li>✓ Spare parts: Six (6) months from the Wayne invoice's issue date.</li> <li>✓✓ Distributors: One (1) year from the Wayne invoice's issue date.</li> </ul>

**IMPORTANT:** Since Wayne Indústria e Comércio Ltda. complied with all the duties described herein, it cannot be held liable for any indirect damages suffered by the Customer due to faults in the Product covered by the warranty.

### 18. Corrosion warranty for fuel metering pumps:

18.1. When manufacturing the fuel metering pumps, Wayne uses galvanized or galvaneal steel sheets and electrostatic painting (powder coating), which allows it to offer a 1-year warranty against corrosion provided the basic conservation principles listed below are observed:

- Periodically wash the pump panels with water and automotive shampoo.
- Do not use direct pressurized water jets on the pump or electronic enclosure, as they may cause splashing 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 keep the pump looking better, we recommend that you apply automotive (unpolished) wax to metal parts, and silicone to stainless steel, aluminum, and plastic parts.
- We recommend that wax application be done every 3 months or less according to local conditions.

## GENERAL PRODUCT WARRANTY

- By following these procedures, the appearance of your pump, as well as its paint, will remain in its original characteristics for many years.

18.2. The 1-year warranty will not apply in cases where the equipment is not properly maintained, as well as in cases of oxidation due to punctures, impacts with other objects, scratches, dents, bends in the sheet metal, or scratches that destroy the protective coating on the surface, or due to exposure of the pump to highly corrosive products or environments (high humidity and aggressive atmospheres).

18.3. A corrosion problem is considered when the surface of the outer panels has a corroded area exceeding a diameter of 2 mm and appears more than once on one surface of the same panel.

Exterior panels are:

- Painted parts, for example. Interior panels, hydraulic doors, electrical head and pay panels, side hose handling panel, top hose handling panel, and base frame;
- Aluminum panels and extrusions;
- Plastic panels.



**Access the Services and  
Sales Support page - Latin  
America**