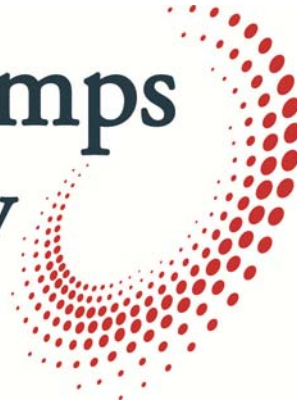


Ampco Pumps Company



Ampco XP Series

Models 320, 323, 380

Installation and Maintenance Manual

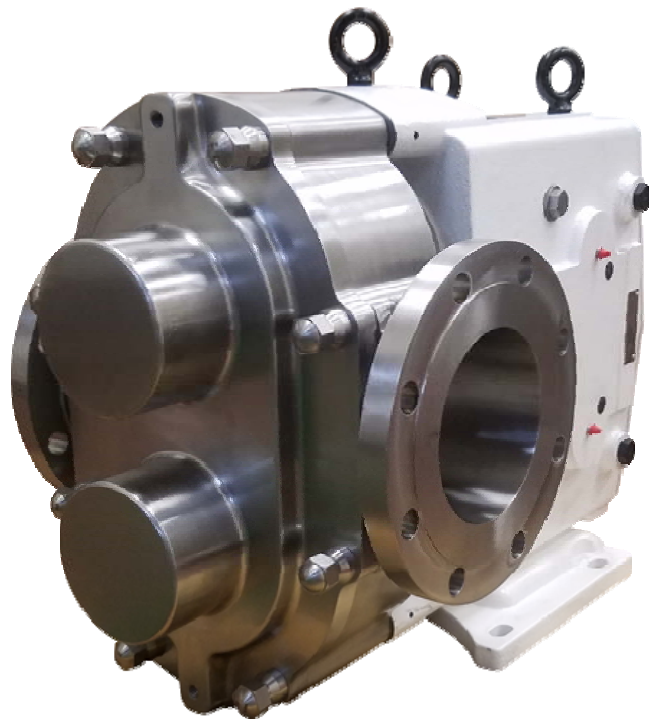


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Introduction

To ensure the best results and service, please read and fully understand this manual prior to putting this pump into service. For any questions regarding operation, maintenance, or installation, please contact your local distributor or Ampco Pumps Company:

*Ampco Pumps Company
2045 W. Mill Road
Glendale, WI 53209
Phone: (800) 737-8671 or (414) 643-1852
Fax: (414) 643-4452
Email: ampcocs@ampcopumps.com*

General Information

Each Ampco XP pump is fully assembled, lubricated, and tested at the factory and shipped ready for use. Standard maintenance practices are outlined in this manual. For more information, please refer to the Maintenance section starting on page 12. Following these guidelines will provide long-lasting, trouble-free service when the pump(s) is incorporated in a properly designed system.

Shipping Damage or Loss

Upon receiving equipment that is damaged or if your shipment is lost in transit, immediately file a claim with the carrier. At time of pick-up, the carrier signed the bill of lading, acknowledging that they have received the product from Ampco in good condition.

Pump Receiving

Ampco covers the pump inlet and discharge ports prior to shipping, ensuring that foreign matter does not enter the pump during shipment. If the protective covers are missing upon arrival, remove the pump cover and inspect to ensure it is free from contaminate before turning the shafts. Please make note of the pump serial number; this will assist in the process of ordering replacement parts and/or a warranty claim. For more information regarding shipment damage or warranty, please refer to Terms and Conditions (page 36).

Safety

IMPORTANT: Read and understand this manual BEFORE installation, operation or maintenance of the pump. Improper installation, operation, or maintenance may result in severe injury or death. Equipment damage caused by user neglect will invalidate the pump warranty.

There are safety symbols used throughout this manual identifying safety concerns.



WARNING: Hazards or unsafe practices that COULD result in severe personal injury or death, and how to avoid them.

CAUTION: Hazards or unsafe practices that COULD result in minor personal injury or damage to product or property.

Pump Information

The design of the XP 320/380 pump gear case allows for the shaft location to be universal in order to fit any system requirement. This can be seen in Figures 1 and 2:

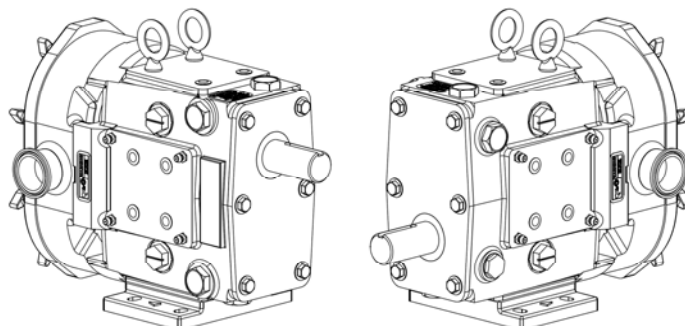


Figure 1: Shaft Mounts (Upper and Lower)

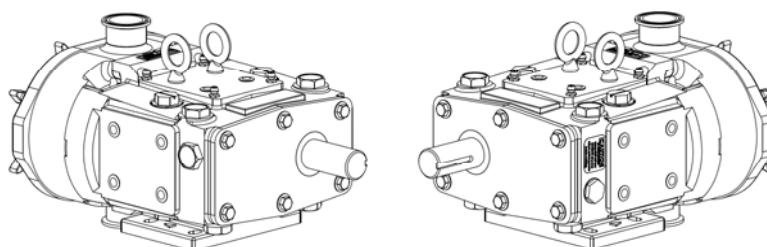


Figure 2: Shaft Mounts (Right and Left)

Table 1: Standard Operating Parameters

Model	Maximum Nominal Capacity		Displacement		Maximum Differential Pressure		Temperature Range		Standard Connection Size		Optional Connection Size		Maximum Speed
	GPM	M ³ /hr	Gal. / 100 rev	Liters / rev	PSI	Bar	° F	° C	in.	mm	in.	mm	Rev/min
XP 320	450	102	75.0	2.850	200	14	-40° to 200°	-40° to 93°	6.0"	152	-	-	600
XP 323	360	81.8	61.6	2.332	225	15.5			6.0"	152	-	-	600
XP 380	660	150	110	4.164	250	17.2			6.0"	152	-	-	600

- For operating parameters that fall outside the standard values defined in Table 1, please contact the Engineering Department at Ampco Pumps Company (414-643-1852).
- Standard rotors operate within a temperature range of -40 °F to 200 °F. Hot clearance rotors operate between 180 °F to 300 °F. Consult Ampco Pumps for questions on application factors such as temperature, operational speed, and differential pressure.

Label Information



WARNING: Labels are installed on the pump at the factory to ensure proper warning to users. Do not remove these labels; doing so may result in injury.

The pump is installed with simple, but effective labels to help the customer better understand the ZP1 pump. An identification plate is applied at the factory to help track the life of the pump. The customer should be aware of the pump's serial number and model number prior to contacting Ampco Pumps with any concerns. These labels can be seen below in Figure 3:

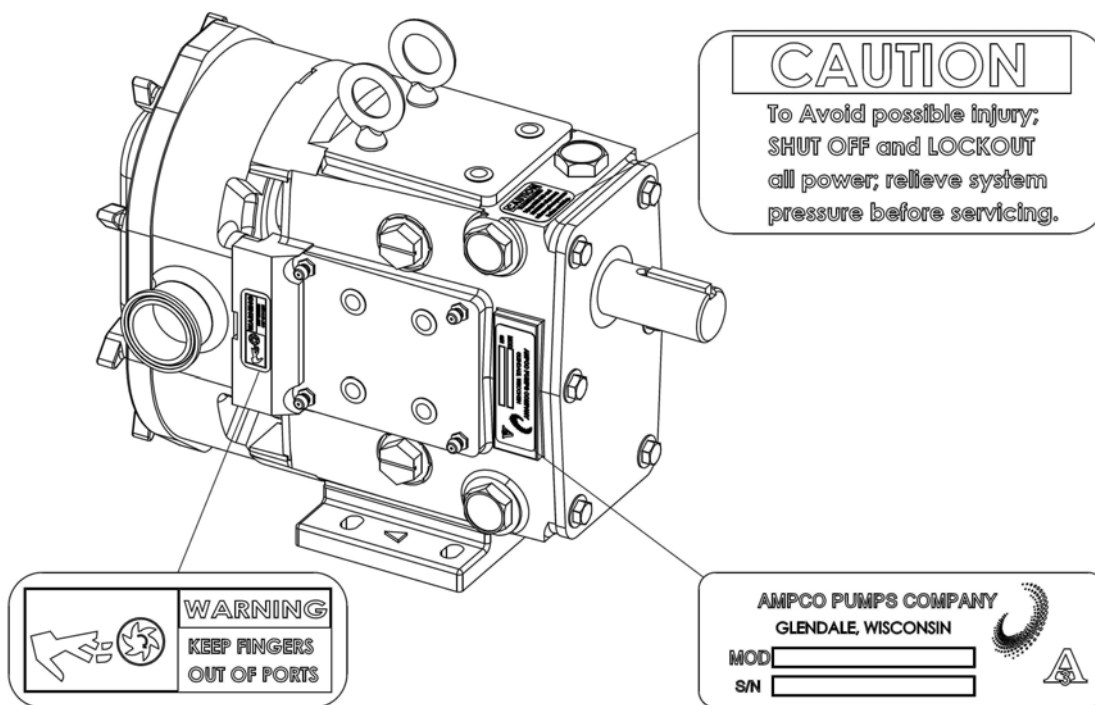


Figure 3: Important Label Information

Installation

Follow local codes and restrictions when installing the pump and piping system. The practices outlined in this manual are intended to ensure the most optimal performance of the pump.

Base Arrangement

The standard installation arrangement for a pump of this type consists of both the pump and drive unit mounted on the same base plate. Typical base plate arrangements consist of permanently fixed bases, bases with leveling and/or vibration isolation pads, bases with attached adjustable legs, or portable/wheeled bases. All base arrangements must be level during operation. Standard base configurations (base, pump, coupling, coupling guard, gear reducer, and motor) can be seen below in Figure 4.

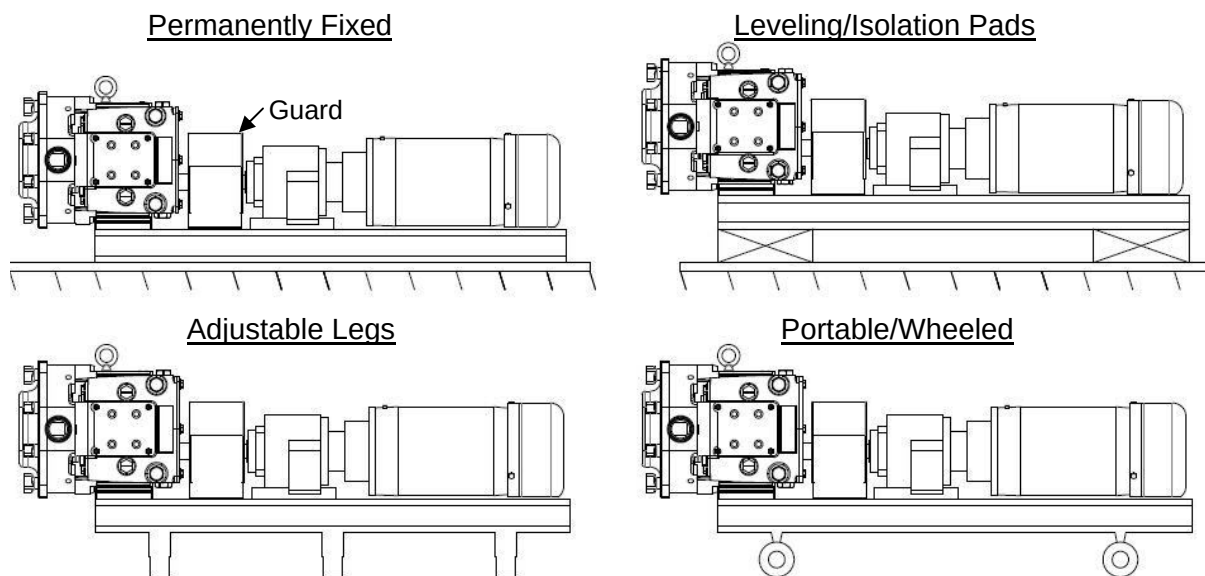


Figure 4: Base Layout Examples



WARNING: To ensure safety, protective guards must be properly installed over all external rotating parts and components. Failure to do so may result in injury. Ampco Pumps provides protective guards for complete base packages (pump and drive unit).

Piping and Connections

It is important to minimize forces imposed on the pump. This can be done by independently supporting the piping going to and from the pump. Excessive force applied to the pump can cause misalignment of internal parts which leads to the premature wear of rotors, bearings, and shafts. The use of hangers and pedestals on connecting pipes will help avoid such misalignment. Examples of such supports can be seen in Figure 5.

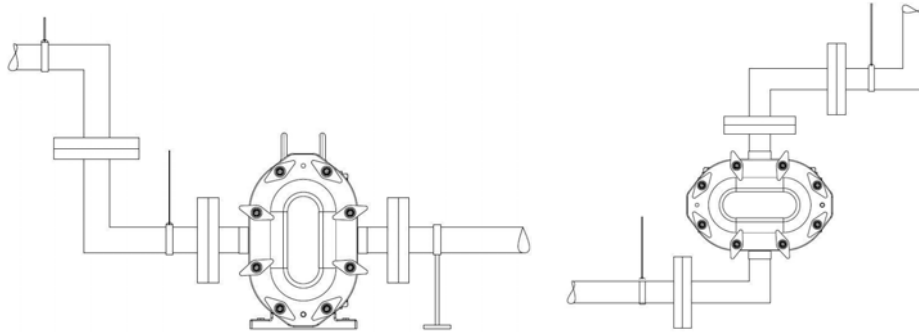


Figure 5: Piping Support Example

It is not recommended to weld custom fittings outside the factory. Shrinkage and warpage can occur to the pump housing which will affect the life and performance of the pump.

To prevent air pockets from entering the pump from the inlet, install the pump below the supply (Figure 6). This will create a constant supply of product on the suction side, and reduce the chance for air to enter the pump. Sloping the piping on the inlet side away from the pump will prevent air pockets if the pump is installed above the supply (Figure 7).

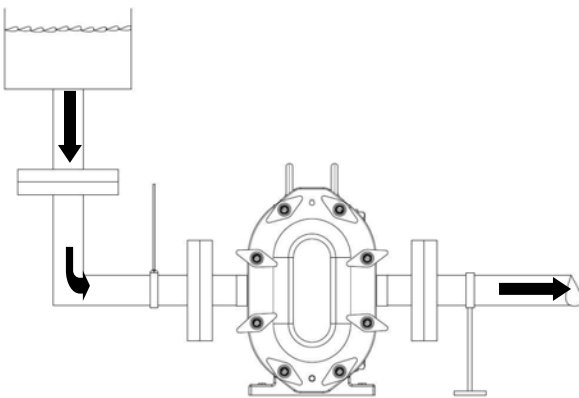


Figure 6: Correct Piping (Supply Above)

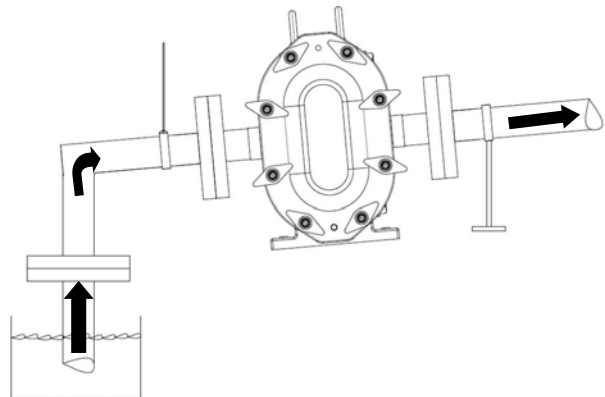


Figure 7: Correct Piping (Supply Below)

Check/ Isolation/ Relief Valves

Check valves should be used on the inlet side for any application when the product is lifted (Figure 8). This is to ensure a full inlet and is especially important with low-viscosity fluids. If the system has liquid under a vacuum, such as closed tank applications, it is important to have a check valve on the discharge side to prevent backflow during initial start-up (Figure 9).

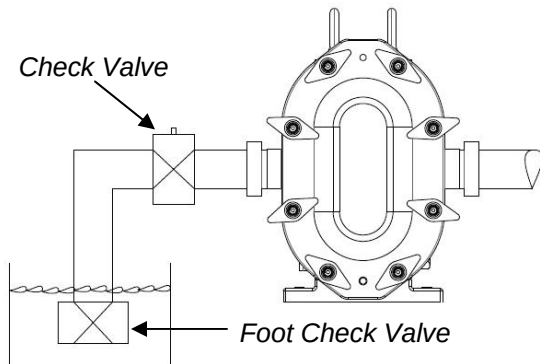


Figure 8: Check Valve (Inlet Side)

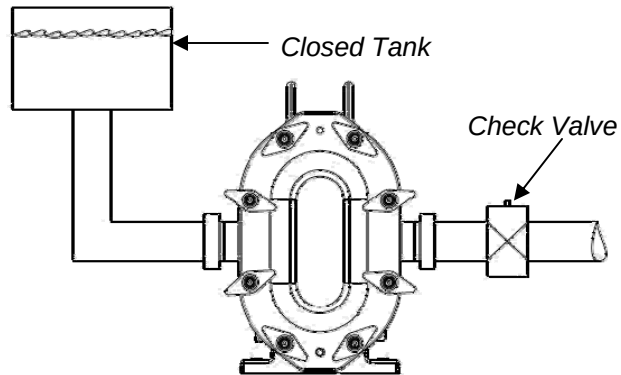


Figure 9: Check Valve (Discharge Side)

When shut down time is not possible, a bypass system may be installed with a backup pump in parallel series to allow production to continue while maintenance is performed on the down pump. Isolation valves may also be used on both the inlet and discharge sides of the pump to shut down the flow of product to the pump. This will allow for maintenance and removal of the pump without draining the entire system and risking the loss of product.



CAUTION: Ampco's XP positive displacement pumps are designed with extremely tight tolerances allowing only low slip internally between rotors and pump housing. DAMAGE will occur if the pump is operated with discharge or inlet lines closed. DO NOT operate pump with lines closed.

In order to prevent damage to the pump, it is recommended a relief valve be installed on the pump's discharge side. The relief valve can either divert flow into a drain or back to the inlet side (Figure 10).

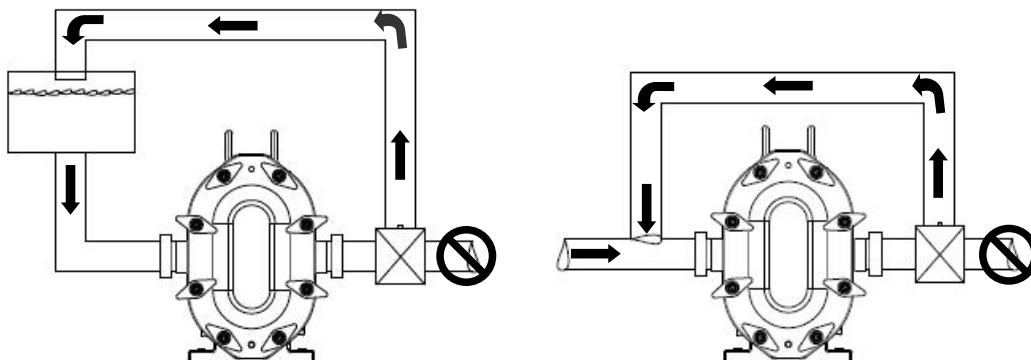


Figure 10: Relief Valve Examples

Strainers and Gauges

Strainers and magnetic traps should be used to prevent foreign matter from entering the pump. It is essential to service strainers and traps regularly to prevent restriction of flow. To determine the performance of the pump, install pressure and vacuum gauges on the inlet and discharge piping (Figure 11).

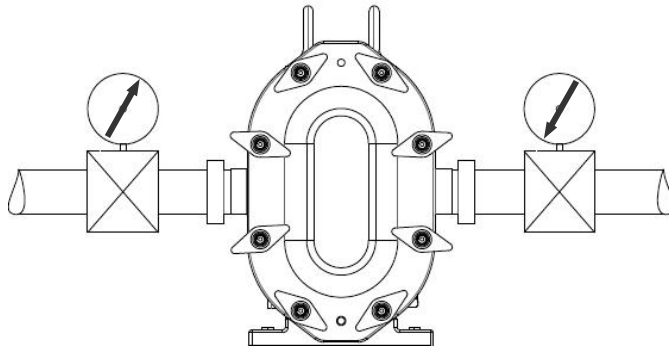


Figure 11: Proper Gauging

Proper Gauging Shows:

- Unusual pressure variations
- Indicates flow
- Changes in pump performance
- Variations in the system
- Differences in fluid viscosities

Base Alignment

Pump and base assemblies sent directly from Ampco's factory are aligned prior to shipment. Assemblies must be checked once they are installed and prior to operation. Misalignment may cause unnecessary wear and shorten the life of the pump. If couplings are not specified, Ampco will use a flexible coupling which permits minor compensation for alignment and endplay.

To check the coupling alignment, start with checking the angular alignment by measuring the gaps between the couplings on both the pump and motor side (Figure 12, Angular Alignment). Shim the assembly accordingly so the gap is equal distance at all points. Next, using a straight edge, check the horizontal and vertical alignment of the coupling. Place the straight edge along the coupling to ensure that both sides are concentric (Figure 12, Parallel Alignment).

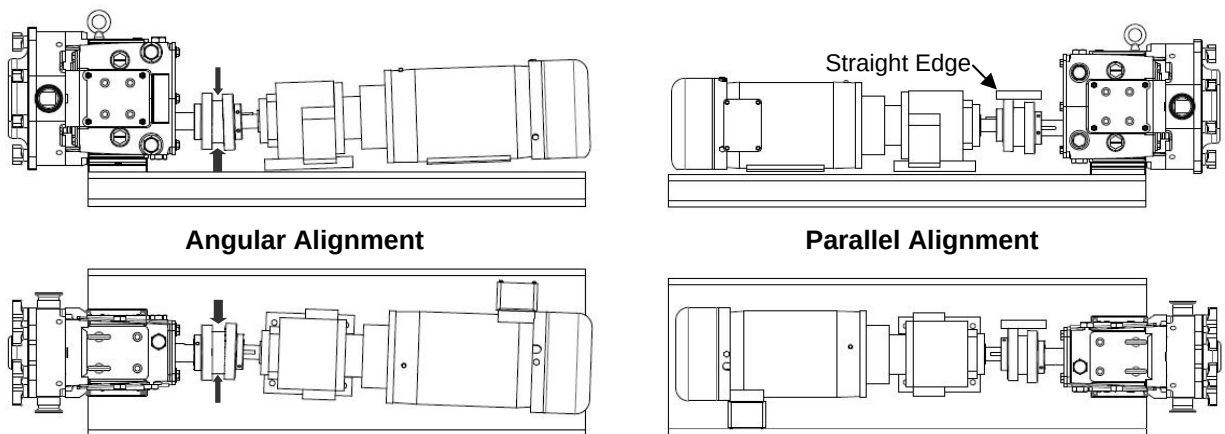


Figure 12: Check Alignment

Pump Rotation

Check the direction of rotation (both on drive unit and pump) prior to connecting the pump to the drive. This will ensure correct product flow at start-up (Figure 13 and Figure 14). Also check that the pump turns freely and is free of any foreign contaminants. Connect the pump and check to make certain all guards are in place.

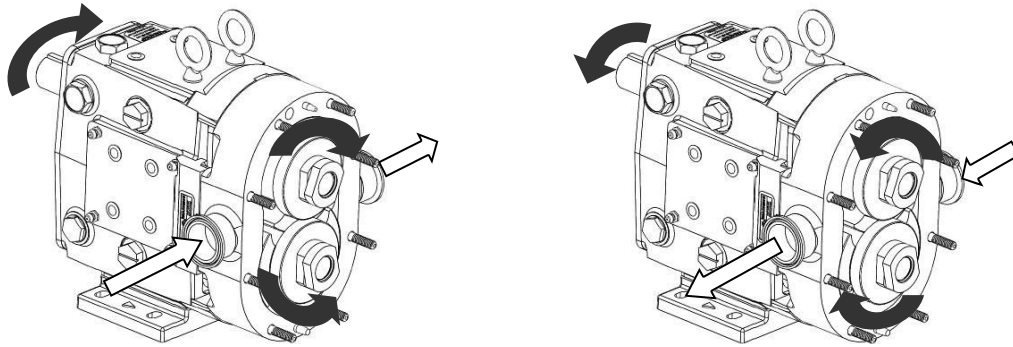


Figure 13: Top Drive Shaft

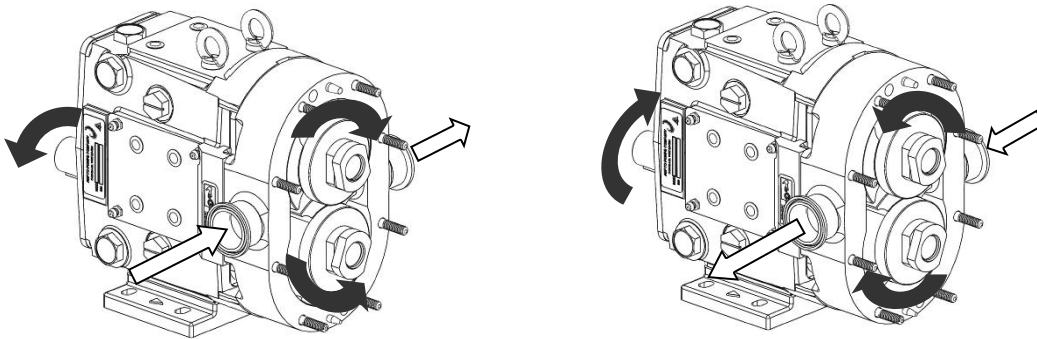


Figure 14: Bottom Drive Shaft

Final Installation

For pumps with double seals, connect seal flushing before operation. Operation of the pump without proper flushing will **damage** seal faces. Flushing connections are typically 1/8" female NPT with one side being the inlet and the other the discharge. Flush both top and bottom seals simultaneously (Figure 15). Flush flow rate should be 1/4 GPM. For high temperature applications flush flow may be increased to remove excess heat.

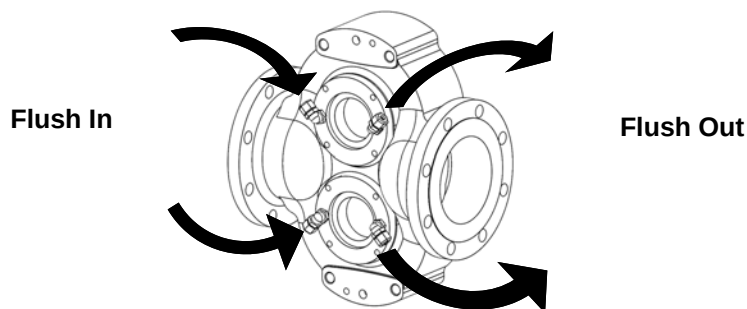


Figure 15: Proper Flushing for XP Double Seal

Maintenance



WARNING: Before attempting service on the pump or motor, DISCONNECT the energy source to the pump. This will help prevent accidental start-up and serious injury.

The Ampco XP pump is designed to be easily disassembled for cleaning and maintenance purposes. When performing maintenance on the pump it is important to inspect all wetted parts for standard wear and damage. For inspection instructions please see page 13. For rebuild information, see PD Pump Remanufacturing Program details on page 34. Prior to disconnecting pump, shut off all inlet and discharge valves, drain the pump (rinse if necessary), and turn off all electrical supply to the pump (follow standard lock out procedures).

Pump Lubrication

Proper lubrication of gears and bearing is vital to the life of the pump. For pumps assembled on bases with a gear reducer and motor, please refer to the proper manufacturer manual for lubrication requirements. These manuals are sent with the pump from the factory. Important lubrication points can be seen in Figure 16.

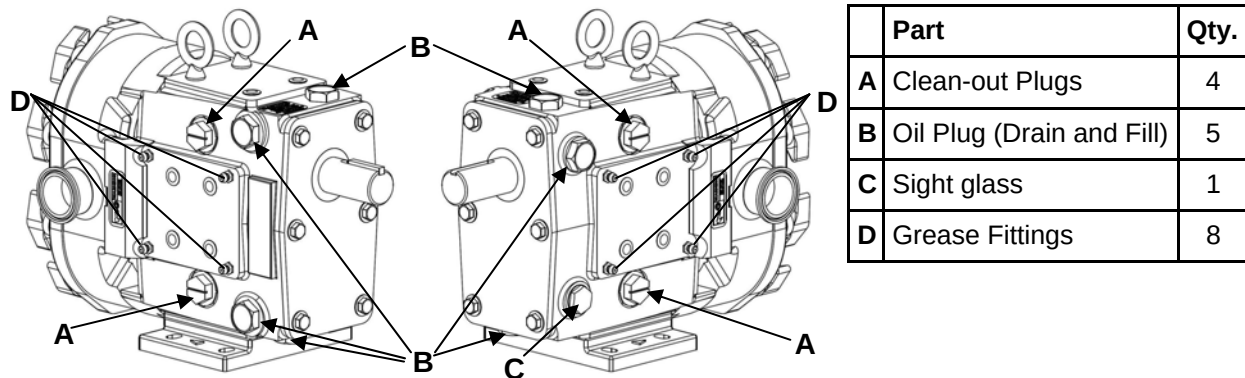


Figure 16: Lubrication Points

Both gears and bearing are shipped factory-lubricated with grease and oil. The oil used to lubricate the gears should be changed every 500 hours with the quantities shown in Table 3. The bearings should be re-greased every 250 hours. Excessive grease may build up inside the gear case and should be cleaned out through the clean-out plugs shown in Figure 16, A.

Table 3: Oil Capacity (Gears)

XP Model	Top/Bottom Shaft	Side Mount
320, 323, 380	17 oz	44 oz

Oil Specifications:

ISO Grade 320, SAE 140 or AGMA Number 6EP

Grease Specifications:

Halo-Guard FG-2, NSF H1 FOOD-GRADE, NLGI Grade No. 2

*Replacement oil and grease is available from Ampco

Preventive Maintenance/Inspection

While performing standard maintenance or cleaning, check for signs of damage or extreme wear. A simple inspection may show signs of a problem long before it becomes serious. Detection of such problems can avoid costly repairs and reduce down time. Remove the cover and inspect the rotor tips to ensure that there is no metal-to-metal contact between the rotors. Measure the clearance between the rotor tips as seen in Figure 17. The clearance should be equal on both sides. If contact is detected, rotors may require replacement.

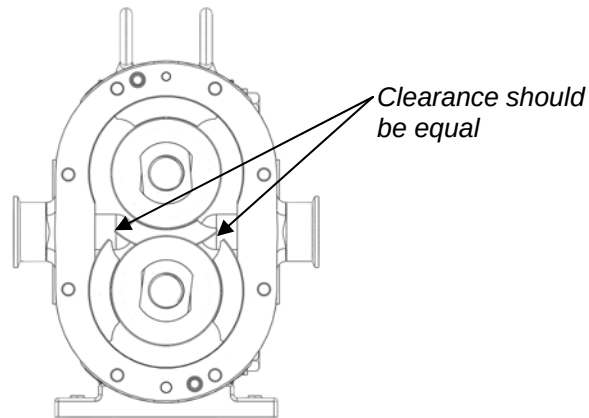


Figure 17: Clearance Between Rotor Tips

Inspect the shaft shoulder and splines (Figure 18) for wear and replace, if necessary.

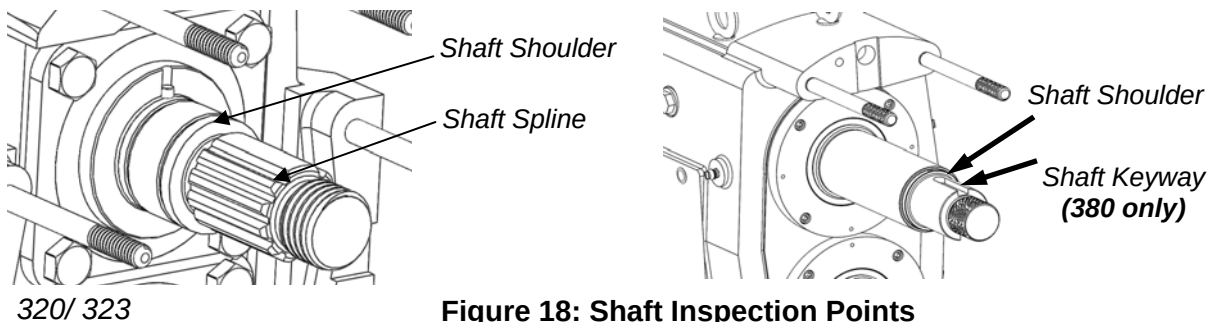


Figure 18: Shaft Inspection Points

Inspect the rotor hub (Figure 19) for wear and replace, if necessary. Rotor and shaft wear at these locations is caused by extended operation with loose rotor nuts.

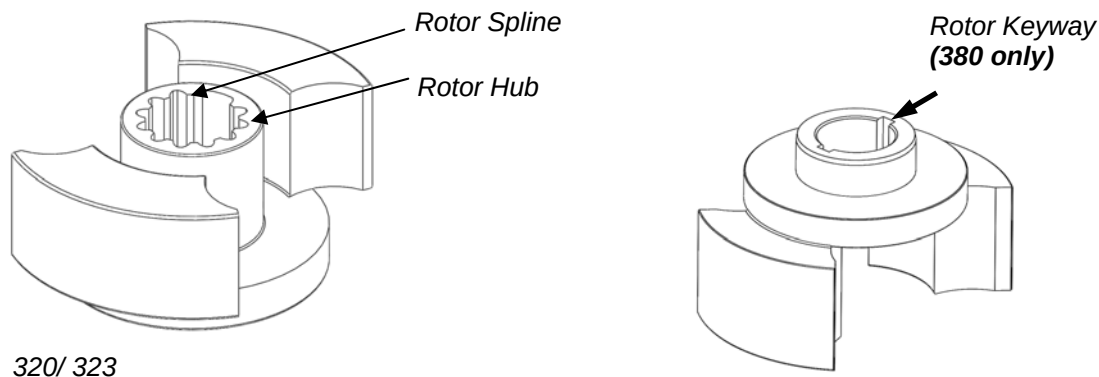


Figure 19: Rotor Inspection Points

Gear and Bearing Inspection

While the fluid end is disassembled, feel for gear backlash (play between the gears) by rotating either shaft. Once turning has started the other shaft must engage (Figure 20). If gear backlash is present remove the gear casing cover (drain oil first, see page 21 for disassembly information) and check for wear around the gear teeth. If evidence of gear teeth wear is present, replacement is recommended. If gear(s) are loose, check the shaft key and keyway, either may require replacement.

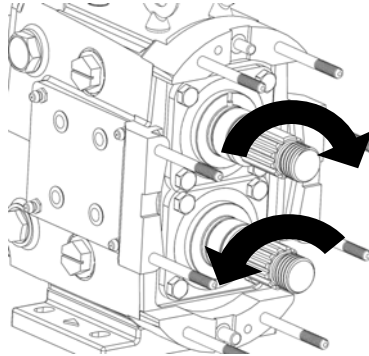


Figure 20: Check for Gear Backlash

Next, check the condition of the bearings. Do this by applying force in an up and down motion by hand on both shafts (Figure 21). Also check for any horizontal movement by pushing and pulling on the shaft. If any movement is felt the bearing may need replacing. If disassembly of the entire gear case is required, please refer to page 21 for instructions.

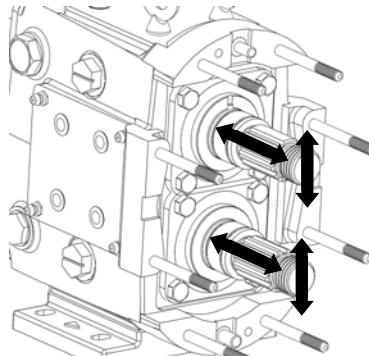


Figure 21: Check for Bearing movement

Annual Maintenance

It is important to perform an annual maintenance check of the pump in addition to the preventive maintenance procedures listed on pages 13. Annual maintenance practices are as follows:

- Check the gear case bearings by measuring the shaft's radial movement with a dial indicator (Figure 22, A). If the movement is greater than or equal to the rotor-to-body clearance found on page 30 (Table 8) the bearings should be replaced.
- Remove the gear casing cover (See page 21 for disassembly information) and inspect the gears for wear and damage (Figure 22, B). Also check for backlash and looseness.
- Inspect the rotors for signs of wear and stress cracks around the areas defined in Figure 22, C. Replace, if necessary.
- Check the pump clearances detailed on page 30 to determine pump wear. Pump wear can be compensated by increasing pump speed.

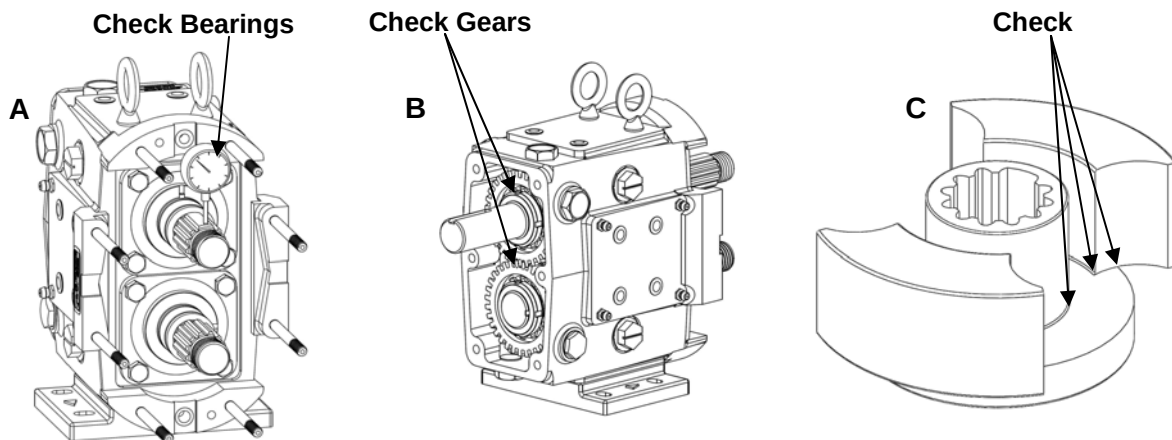


Figure 22: Annual Maintenance Checks

Cleaning

The XP pump is specifically designed for COP (Clean Out of Place) practices. All wetted parts are designed and manufactured to be acceptable by 3A Sanitary Standards. The body, rotors and seals can be easily disassembled and cleaned simply by removing the cover and rotor nuts. Pump disassembly information begins on page 16.

Once the fluid end is disassembled, follow standard practices for cleaning the product being pumped. Do not use abrasive cleaning tools and chemicals. Wire brushes or pads will physically damage metal and seal parts. Pump parts should not be exposed to harsh acids for longer than necessary. Once the parts have been removed from a cleaning solution, rinse the parts so no residual deposits remain. Acids and cleaning solutions can be harmful. Take necessary steps to prevent bodily harm.

Pump Disassembly



WARNING: Before servicing pump or motor, DISCONNECT the energy source to the pump. This will help prevent accidental start-up and serious injury.

CAUTION: SHUT OFF product supply to the pump and drain the pump before disconnecting piping and disassembly.

1) Start by removing the cover wing nuts using a soft mallet to loosen (Figure 23). During disassembly place all parts on a clean, protected surface with finished surfaces and seal faces facing up.

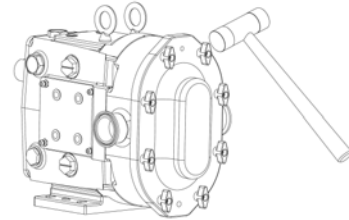


Figure 23: Removing Cover Wing Nuts

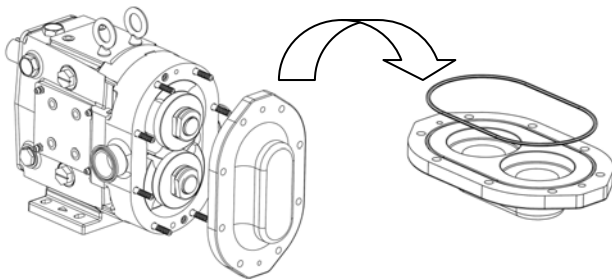


Figure 24: Removing Cover and Cover O-ring

2) Slide the cover off. If the cover is stuck to the pump body, use the soft mallet and tap the edges of the cover to break it loose. **DO NOT** use a screw driver or pry bar to break open the cover. Remove the cover o-ring and discard it, as it should be replaced (Figure 24).

3) Remove the rotor jam nuts using the wrench provided by Ampco (Figure 25). Remove one at a time, by striking wrench with a soft mallet to break loose then turning counter clockwise. The nuts are made of a non-galling alloy to prevent from locking up on the shaft.

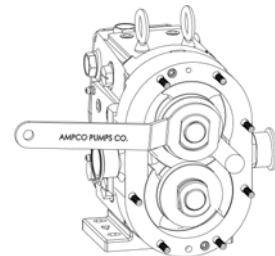


Figure 25: Removing Rotor Jam Nuts

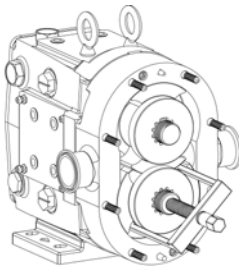


Figure 26: Removing Rotors (Gear Puller)

4) Remove the rotors by orientating them perpendicular to each other and then pulling them out. It is important to be cautious with the rotors so that they are not damaged. If rotors are difficult to remove, use a nylon or wood lever to pry them out without damaging the body or the rotors. If needed, use a gear puller in orientation shown in Figure 26 and handle with caution.

Pump Disassembly

5) Disassemble the XP 320/ 380 (double Seal) and XP 323 fluid end by removing the cover and rotors as seen on page 16. Next, remove the bolts (eight total) from each seal gland and slide the gland toward the gear case (Figure 28, A). Remove the two body hold down bolts using the appropriate driver and using a soft hammer tap the body loose from the gear case (Figure 28, B).

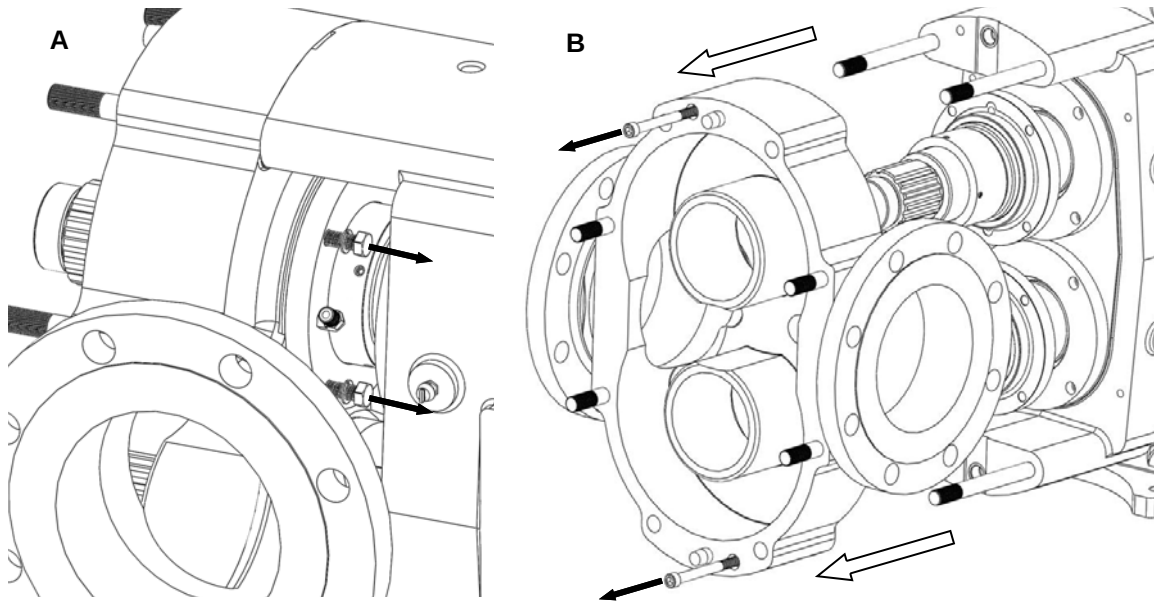


Figure 28: XP 320 Pump Disassembly

Seal Maintenance

Disassembly: The XP 320/ 323/ 380 single mechanical seal option consists of two mechanical seal sets (rotating seal and stationary seal), four gaskets, and two seal glands (Figure 37). There are also eight bolts and washers used to hold the stationary seal to the body. Remove the stationary seal from the shaft by loosening the set screws on the seal and sliding it off the shaft (Figure 37, A). Next, remove the seal gland screws and washers, and remove the seal glands from the body (Figure 37, B). Remove and inspect the stationary (and rotating) seal for chipping, scratches or any other evidence of cracks on the seal face. If the stationary seal is worn, turn over and if there is no damage use this side.

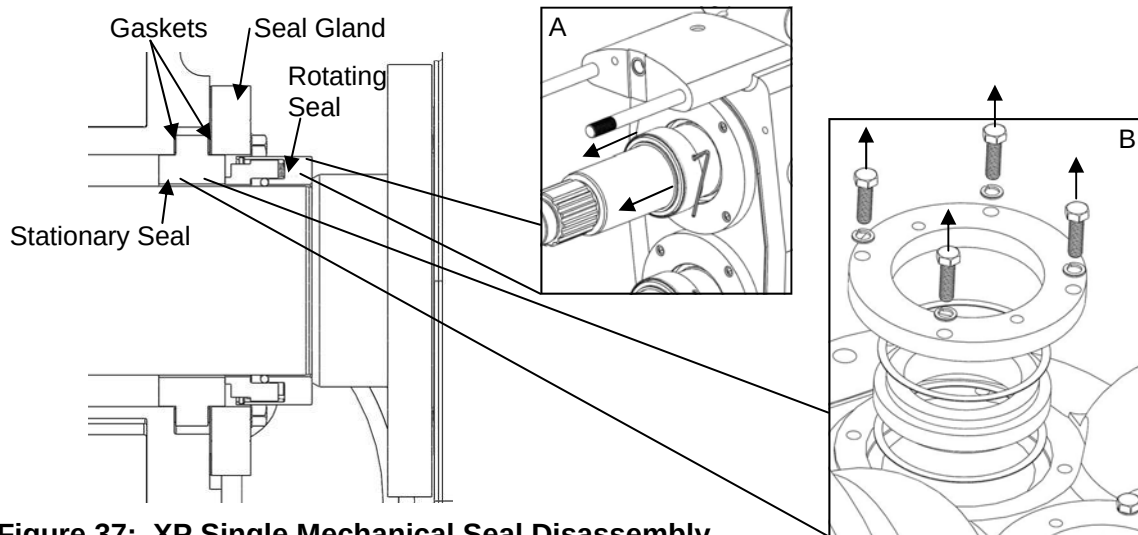


Figure 37: XP Single Mechanical Seal Disassembly

Seal Maintenance

Assembly: Clean both shaft ends and the body before assembling. Slide the back rotating seal assemblies onto the shafts with the seal face towards the splines until it seats against the shaft shoulder (Figure 38, A). With the seal pushed against the shoulder, lock it in place by tightening the set screws. In this order install a gasket, stationary seal, gasket, and seal gland into each counter bore on the body and secure them with the screws and lock washers (Figure 38, B). Make sure all seal faces are clean. See Pump Assembly on page 28 to continue.

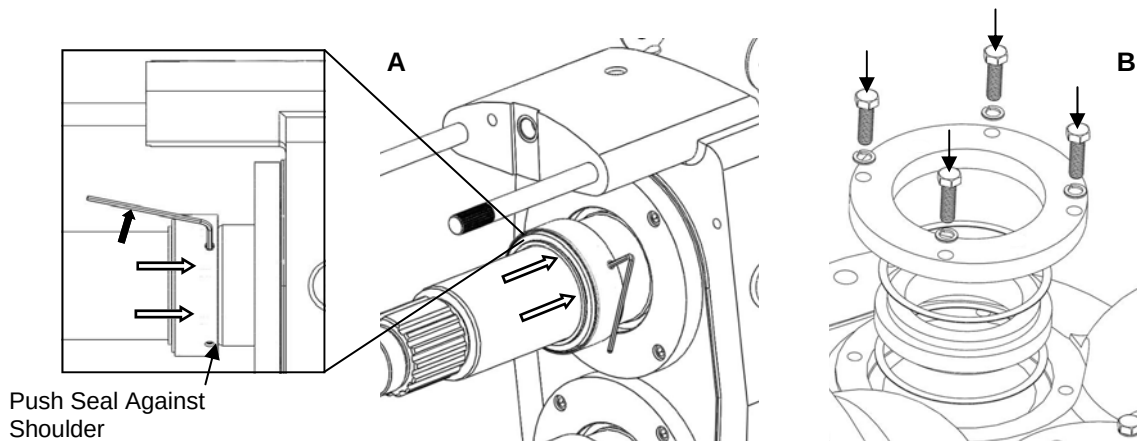


Figure 38: XP Single Mechanical Seal Assembly

Double Mechanical Seal (Aseptic)

Disassembly: The XP double mechanical seal option consists of two mechanical seal sets (front rotating seal, stationary seal, and back rotating seal), four gaskets, and two seal glands (Figure 39). There are also eight bolts and washers used to hold the stationary seal to the body, which have been removed before sliding the body from the gear case (page 17).

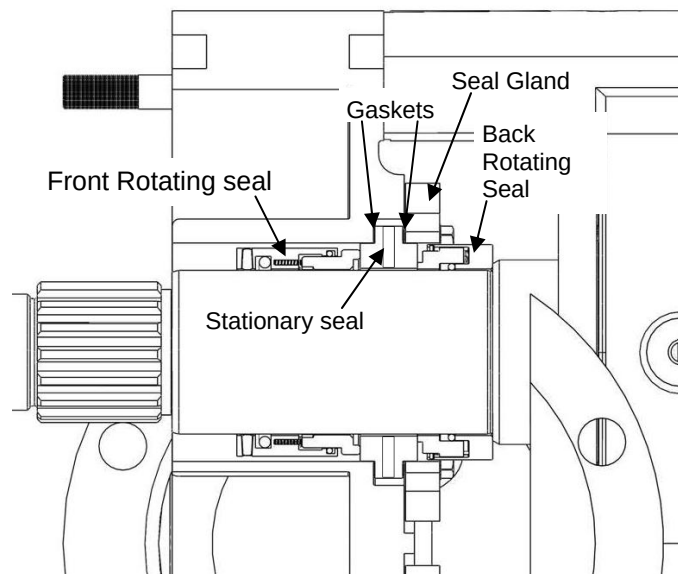


Figure 39: XP Double Mechanical Seal Disassembly

Seal Maintenance

XP 320/323/380 Double Mechanical Seal (Aseptic), Continued

Disassembly, continued: Once the body is removed, loosen the set screws on the front rotating seal assemblies and slide them off the shafts (Figure 40, A). Next, remove the seal glands, gaskets, and stationary seals from the shafts (Figure 40, B). Loosen the set screws on the back rotating seal assemblies and slide them from the shafts (Figure 40, C). Inspect all seals for chipping, scratches or any other evidence of cracks on the seal faces.

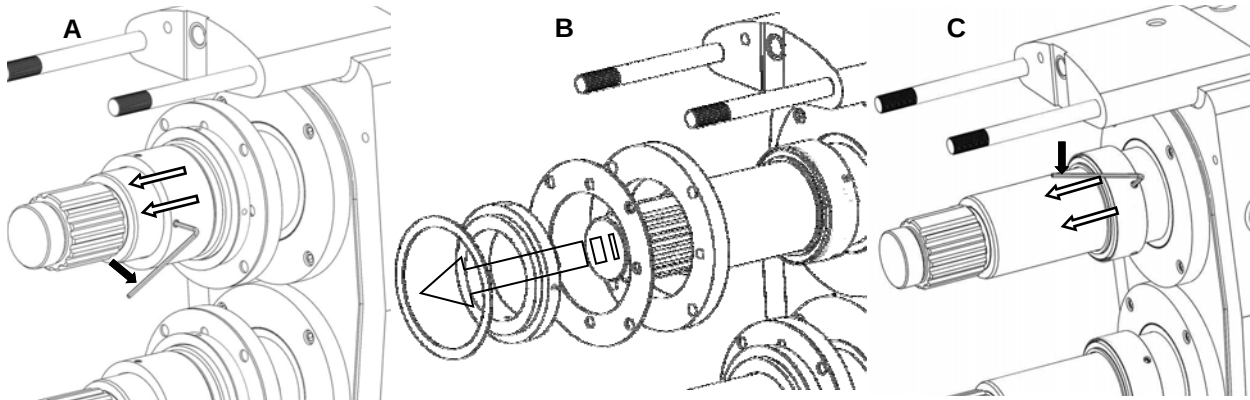


Figure 40: XP Double Mechanical Seal Disassembly

Assembly: Clean both shaft ends and the body before assembling. Slide the back rotating seal assemblies onto the shafts with the seal face towards the splines until it seats against the shaft shoulder. With the seal pushed against the shoulder, lock it in place by tightening the set screws (Figure 41, A). In this order, slide the seal glands, outer gaskets, stationary seals, and inner gaskets onto the shafts (Figure 41,B). Slide the front rotating seal onto the shaft with the seal face towards the stationary seal and lock it in place at the desired working height (320/323 - 1.19" / 380 - 2.065") by tightening the set screws (Figure 41, C). Make sure all seal faces are clean. See Pump Assembly on page 28 to continue.

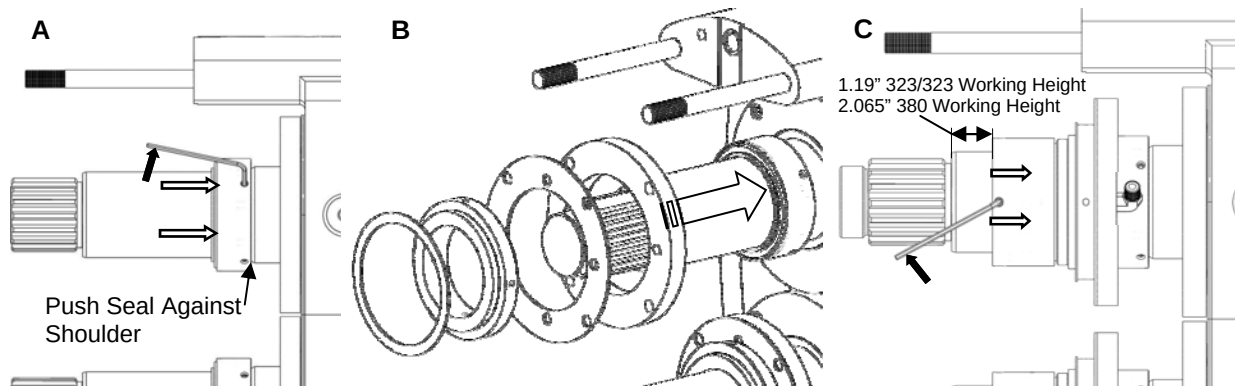


Figure 41: XP Double Mechanical Seal Assembly

Gear Case Maintenance

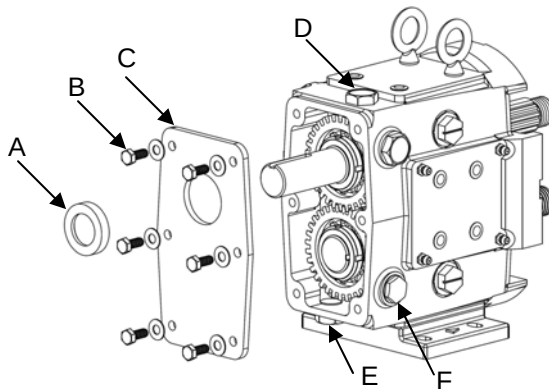


WARNING: Before servicing pump or motor, DISCONNECT the energy source to the pump. This will prevent accidental start-up and serious injury.

CAUTION: SHUT OFF product supply to the pump and drain the pump before disconnecting piping and disassembly.

Disassembly

1) Remove the pump head as described on page 16 and 17 (Pump Disassembly). Remove the bottom oil plug and drain the oil from the gear case (remove oil fill plug for faster drain). Remove the six hex head cap screws and washers from the gear case cover and slide the cover off the drive shaft (Figure 42). If the cover is stuck, use a soft mallet to tap around the edges until it breaks free. Using a straight edge remove the liquid gasket used to seal the cover to the gear case. Remove and discard the oil seal from the cover using an arbor press.



	Part
A	Oil Seal
B	Cap Screws and Washers
C	Gear Case Cover
D	Oil Plug (Fill)
E	Oil Plug (Drain)
F	Sight Glass

Figure 42: Gear Case Disassembly (Gear Case Cover)

2) Using a hammer and a punch, bend the tabs straight on the lock washers (Figure 43). Use a wedge (wood or plastic) to keep the shafts from turning while removing the lock nuts (Figure 44). Using a spanner wrench or the nut removal tool (available from Ampco), remove the gear lock nuts. Slowly remove the gears from the shafts. Remove the gear keys and gear spacers from the shafts.

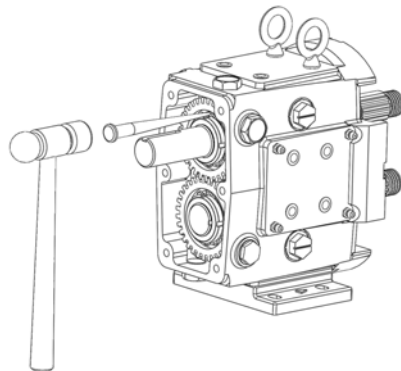


Figure 43: Bending Tabs on Lock Washers

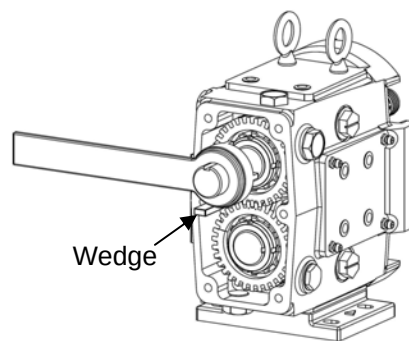


Figure 44: Removing Lock Washers

Gear Case Maintenance

3) To prevent damage to the shafts, wrap the splines and rotor nut threads with tape (Figure 45, A). Any damage to the splines or threads may require the shaft be replaced. Remove the cap screws holding the bearing retainers in place and slide both bearing retainers off the shaft (Figure 45, B). If they are stuck, use a flat head screw driver as a wedge to pry them from the gear case or leave them in place and when the shafts are removed they will press off with the shafts. Using a straight edge, remove the liquid gasket used to seal bearing retainer to the gear case.

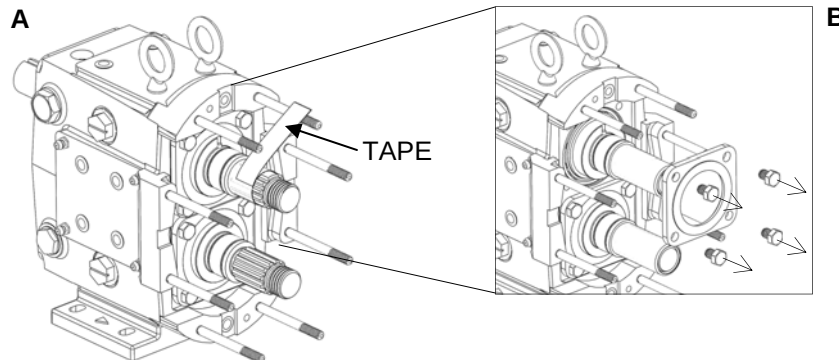


Figure 45: Tape Shafts and Remove Bearing Retainers

4) Set the gear case in a press with the fluid end side facing down (Figure 46). Use a wooden block to protect the shafts from hitting the ground when pushed out. Once the protective block is in place push the shafts out of the gear case. Reference Table 4 for the required force (in tons) needed to press the shafts out of the gear case.

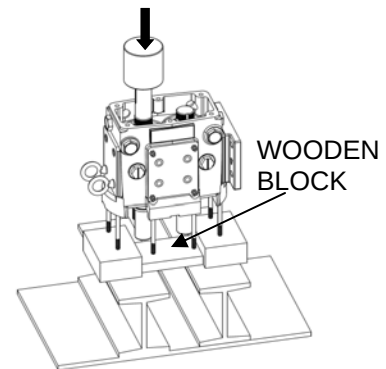


Figure 46: Pressing Shafts From Gear Case

Table 4: Required Force to Remove/Install shafts

XP Model	320,323, 380
In (Tons)	.50
Out (Tons)	1.00

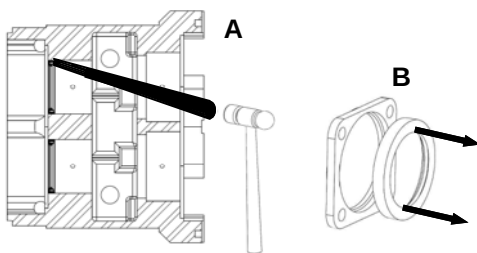


Figure 47: Removing Oil Seals

Remove all the shaft shims from the gear case and label which shaft and bore they came from. If the shafts are to be reused, they will need to be reinstalled with the original shims. Failure to do so could result in damage and misalignment in the pump body. Remove and discard the rear oil seals from the back of the gear case. Use a long, non-metallic rod and a soft mallet to punch the seal out from the front side (Figure 47, A). Remove and discard the front bearing seals from the bearing retainers by pressing them out (Figure 47, B). Clean the bearing retainers as they will be reused. Clean excess grease and sludge inside of the gear case before reassembling.

Gear Case Maintenance

6) Using a press and a V-block, remove the front and rear bearings along with the bearing spacer. To prevent damage to the shafts make sure that both ends are protected (Figure 48). Reference Table 5 for the required force (in tons) needed to press the bearings off the shafts.

Table 5: Force Required to Press Bearings

XP Model	Front Bearings		Rear Bearings	
	On (Tons)	Off (Tons)	On (Tons)	Off (Tons)
320, 323, 380	5.00	20.00	5.00	20.00

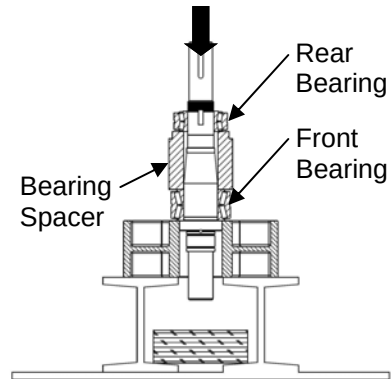


Figure 48: Removing Bearings and Sleeve From Shaft

Assembly

1) Clean all reusable parts prior to reassembly. Apply a light coat of lubricant on the shaft area where the front bearing will sit. Position the shaft upright in the press with the splines facing down (Figure 49, Drawing 1). Open the new front bearing assembly and be sure not to interchange any parts. All bearings are manufactured as sets and assembled to have a precise overall length. Place the front bearing over the shaft along with the bearing spacer (Figure 49, Drawing 2). Make sure the bearing and spacer are aligned before pressing them on. Reference Table 5 for the required force (in tons) needed to press the bearings on to the shafts. Using a sleeve that rests on the bearing spacer and rides over the shaft, press the bearing on until it seats against the shaft shoulder. A shim can be used to ensure that the bearing is fully rested on the shaft shoulder (Figure 49, Drawing 3).

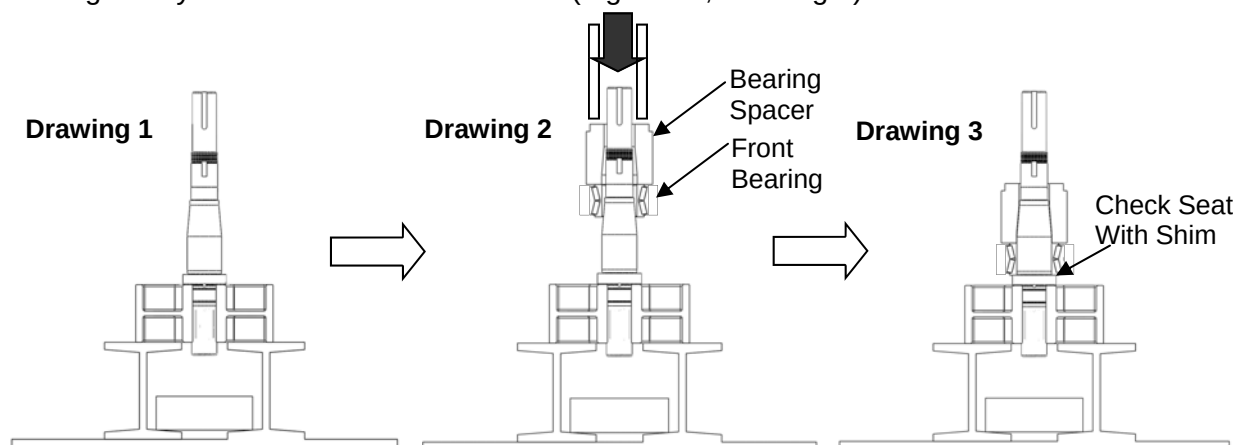


Figure 49: Pressing Front Bearing onto Shaft

Gear Case Maintenance

2) For pump models with tapered roller bearings, apply a light coat of lubricant on the shaft. Open the new rear bearing assembly and do not interchange any parts. Place the rear bearing over the shaft above the bearing spacer (Figure 50, Drawing 2). Reference Table 5 for the required force (in tons) needed to press the bearing onto the shaft. Using a sleeve that rests on the inner cone of the bearing and rides over the shaft, press the bearing on until it seats against the spacer.

Make sure the bearing is rested on the bearing spacer using a shim (Figure 50, Drawing 3).

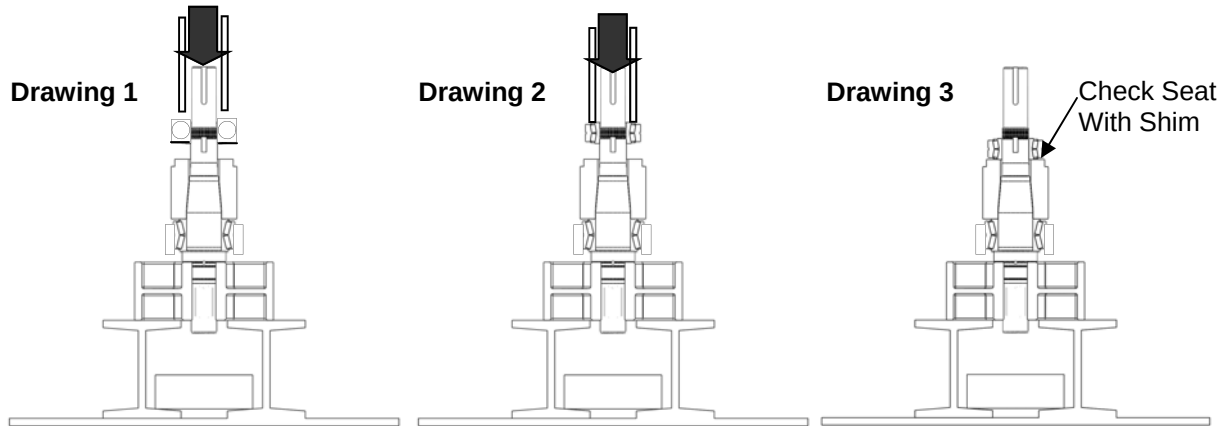


Figure 50: Pressing Rear Bearing onto Shaft

3) Shims located on the shaft behind the front bearing control the backface clearance of the pump; the space between the body and the rotor. If neither the shafts or bearings are being replaced, use the shims (if properly marked) removed at disassembly and reuse making sure they are installed in the correct bores. If replacing shafts or bearings, a process of calculating the required shims is necessary. Use Figure 51 and the following equation to calculate. To find the correct backface clearance see Table 8, page 30.

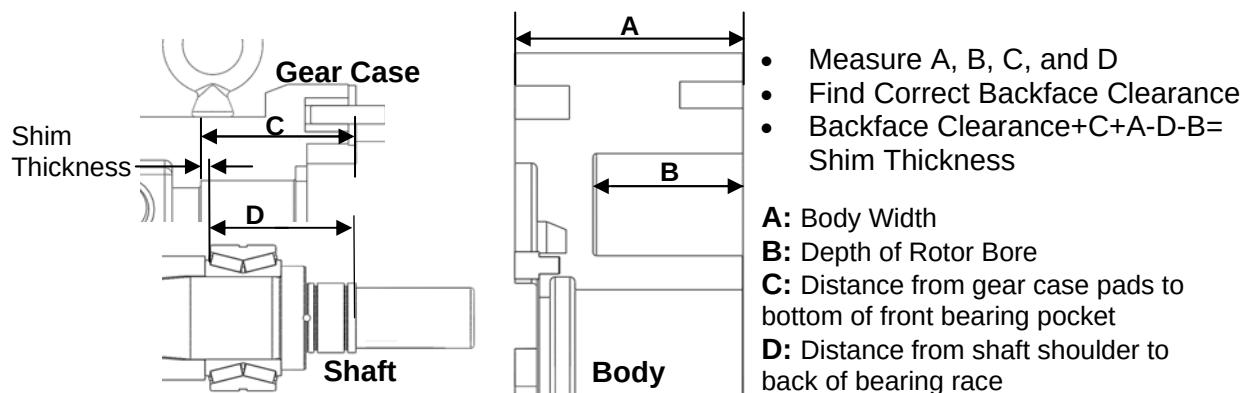


Figure 51: Calculating Shims

Gear Case Maintenance

4) Set the gear case on a press with the fluid end side facing up. Place the required thickness of shim stock so it sits on the shoulder of the front shaft bore of gear case. Apply lubricant to the outside of the bearings. Place shaft assembly (one shaft at a time) in the gear case with the spline end facing up. Making sure that the drive and the short shafts are in the correct bores, press the shafts into gear case until bearings are fully seated (Figure 52). See Table 4 on page 25 for the required force.

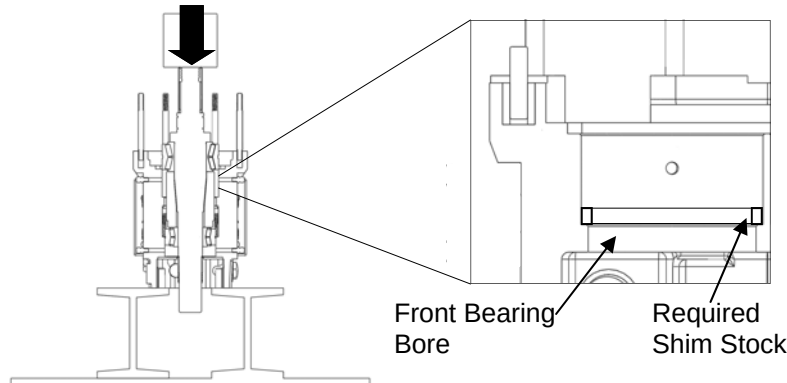


Figure 52: Pressing Shafts into Gear Case

5) Once the shafts are pressed into the gear case, install the bearing retainers to hold the shafts in place temporarily (do not install liquid sealant). Ensure there is proper clearance between the retainer and the gear case, as seen in Figure 53. Place the body on the gear case, making sure it is seated correctly. Assemble the rotors into the body and tighten down using the jam nuts. Measure dimensions A, B, and C seen in Figure 54 and refer to Table 8 (page 30) to verify the clearances. If clearances are not correct, the shafts must be removed and the shims will need to be adjusted. If the clearances are correct, remove the rotors and body.

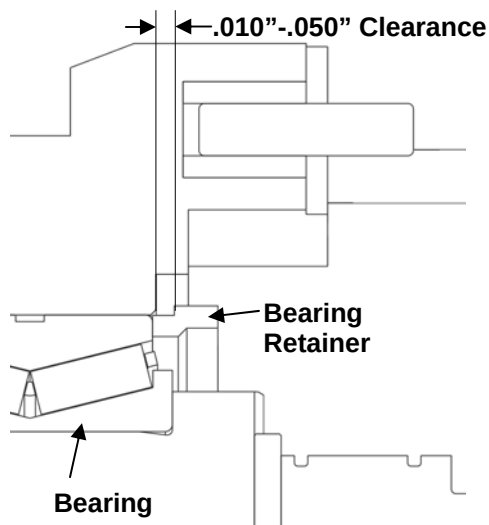


Figure 53: Bearing Retainer Clearance

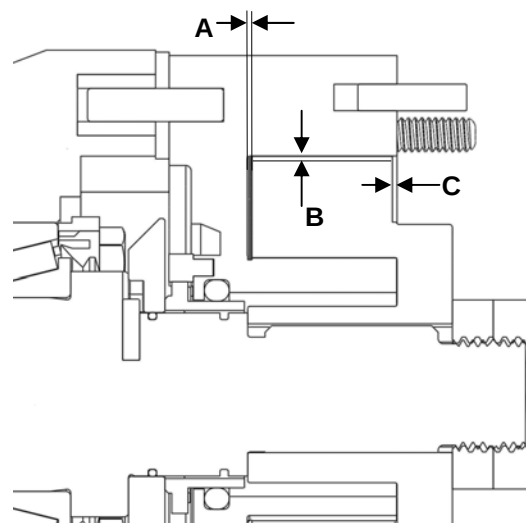


Figure 54: Important Clearances

Gear Case Maintenance

6) Once the correct backface clearance is achieved, fill all bearings with grease through the fittings on the mounting pads until grease is noticeable around the bearing assemblies. The shafts should be rotated during this initial greasing to distribute the grease evenly. Apply a light film of lubricant to the inside and outside diameters of the oil seals and install them into the bearing retainers. Apply a silicone sealant to the outside flanges on the bearing retainer (Figure 55). Once the silicone sealant is applied, install the bearing retainers onto the gear case.

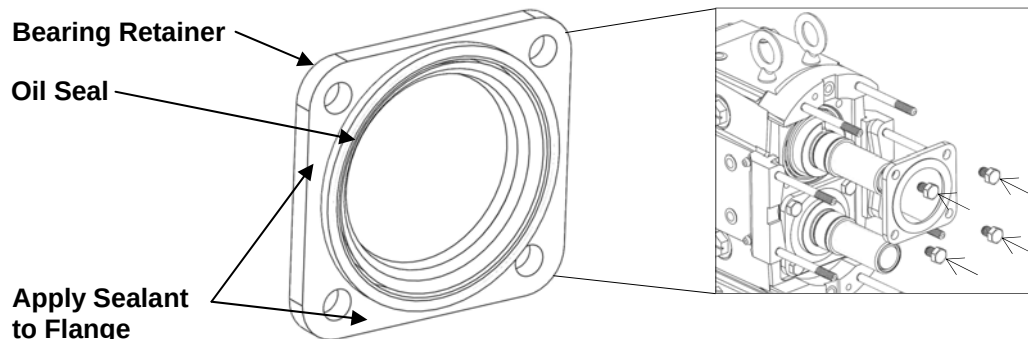


Figure 55: Bearing Retainer Installation

7) Apply a light film of lubricant to the inside and outside diameters of the rear oil seals and install them into the back of the gear case with the spring side facing outward toward the gear. Install the gear spacers onto the shaft and place the gear keys into the shaft key slots (Figure 56).

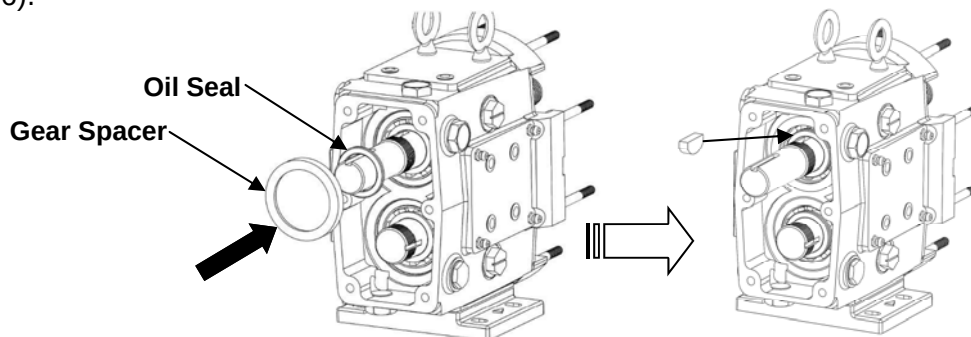


Figure 56: Rear Oil Seal and Gear Key Installation

8) Once the gear keys are installed, orientate the shafts so that the keyways on the drive shaft are pointing in the 12 o'clock direction (Figure 57, A). Slide the right-handed gear with the single punch mark onto the drive shaft. Slide the second gear with two punch marks on the short shaft. To time the gears, align so that the single punch mark falls between the two punch marks on the opposite gear (Figure 57, B).

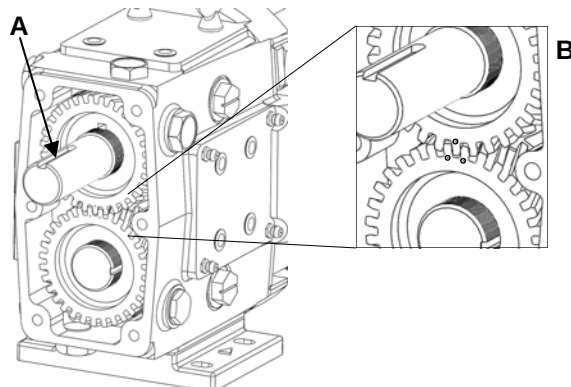


Figure 57: Installing Gears with Correct Timing

Gear Case Maintenance

9) Install the lock washers on the shaft by aligning the tab inside the lock washer with the slot in the shaft (Figure 58, A). Lubricate the threads of the lock nuts and thread them on the shafts. Using a spanner wrench, tighten them to the specified torque in Table 6. Use a wedge (wood or plastic) between the gear teeth to keep the shafts from turning while tightening the lock nuts (Figure 58, B).

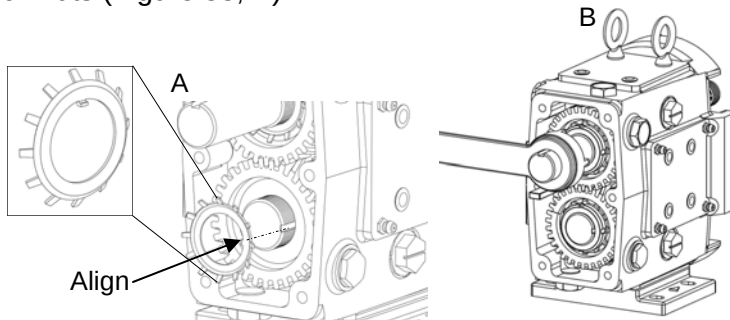


Figure 58: Installing Lock Washer and Lock Nut

Table 6: Recommended Lock Nut Torque Values

XP Model	Torque	
	ft-lbs	N-m
320, 323, 380	320	434

Secure the nut in place by bending the locking tabs on the lock washer into the lock nut slots (Figure 59).

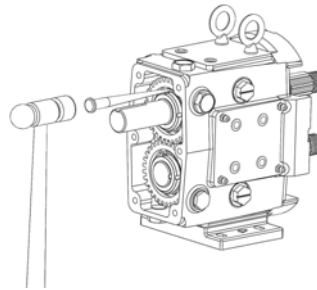


Figure 59: Bending Tabs on Lock Washer

10) Apply a light film of lubricant to the inside and outside diameters of the gear case cover oil seal. Using a press, install the oil seal into the back cover so that it is flush with the outside of the back cover and the spring is facing the gears. Apply a silicone sealant to the edges on the back of the gear case making sure there are no gaps. Slide the back cover onto the gear case, making sure that the shaft is centered on the oil seal, and secure it with the retaining bolts (Figure 60). It is important not to cut the oil seal on the shaft keyway; tape may be used to cover any sharp edges on the shaft. Install the oil plugs and fill the gear case with the recommended amount of oil using Table 3 on page 12.

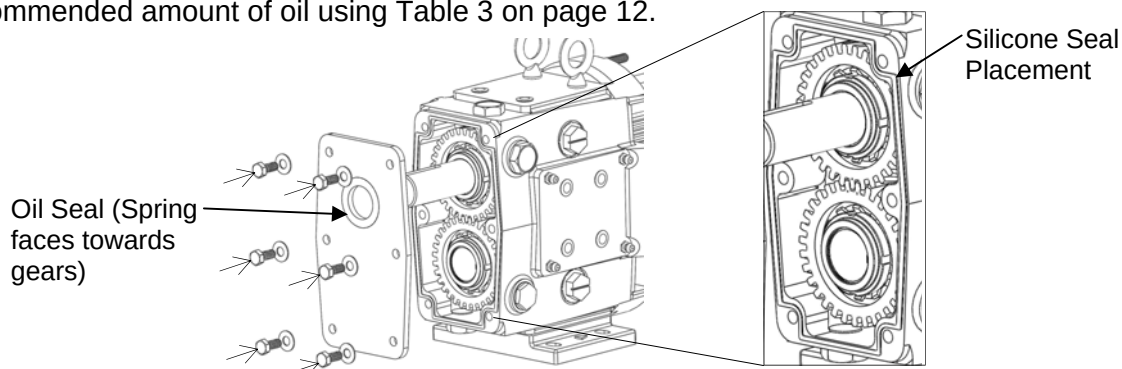


Figure 60: Installing Gear Casing Back Cover

Pump Assembly

1) Make sure all seal components are installed by following “Seal Maintenance” instructions provided on pages 18-20. Ensure all dowels are in place and that all parts including body, rotors, and jam nuts are clean and free of foreign matter. Slowly slide the body over the gear case studs and shafts, ensuring the seals are kept in place and not damaged (Figure 61). Install the two hold down bolts and tighten the body against the gear case to ensure the dowels are engaged. Rotate the shafts to make sure there is no interference with the seals.

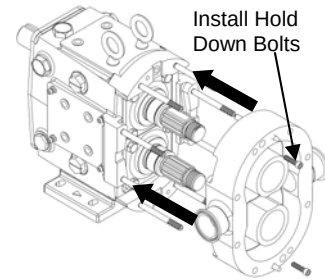


Figure 61: Installing Pump Body

2) Install rotor onto either shaft by aligning the large spline tooth on the shaft with the large spline groove on the rotor. Secure the rotor in the body with the jam nuts. Place one nut on at a time, tightening them down using the supplied wrench and a non-metallic wedge to hold the rotor in place (Figure 62). See Table 7 for required torque values. Repeat with the second rotor.

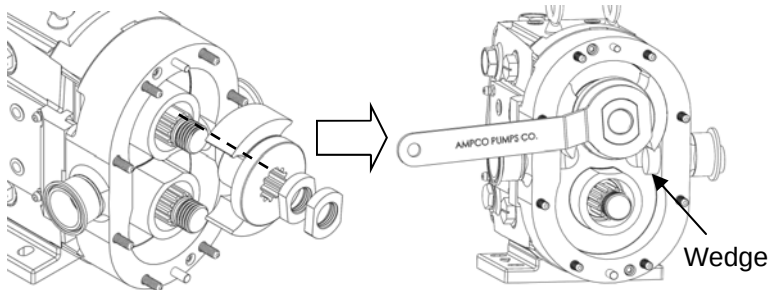


Figure 62: Installing Rotors and Tightening Jam Nuts

Table 7: Recommended Jam Nut Torque Values

XP Model	Torque	
	ft-lbs	N-m
320, 323, 380	190	258

3) Install the new cover o-ring and slide the cover over the studs making sure that the dowels in the body are aligned with the correct dowel holes in the cover (Figure 63). Visually inspect to ensure that the cover o-ring remained in place. Turn the wing nuts (clockwise) by hand and fully tighten them by striking them with a soft mallet. Tighten the wing nuts in an opposing manner as seen in Figure 64, so that the cover is evenly tightened to the body.

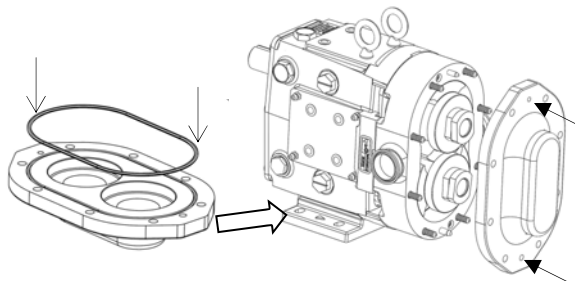


Figure 63: Installing Cover O-ring and Cover

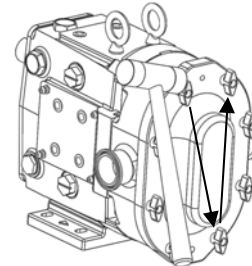


Figure 64: Tightening Cover Wing Nuts

Pump Assembly

XP 320, 323, 380 (Double Seal)

1) Make sure all seal components are installed by following “Seal Maintenance” instructions provided on pages 18-20. Ensure all dowels are in place and that all parts including body, rotors, and jam nuts are clean and free of foreign matter. Slowly slide the body over the gear case studs and shafts, ensuring the stationary seals enter the counter bores on the body without damage (Figure 65). Install the two hold down bolts and tighten the body against the gear case to ensure the dowels are engaged.

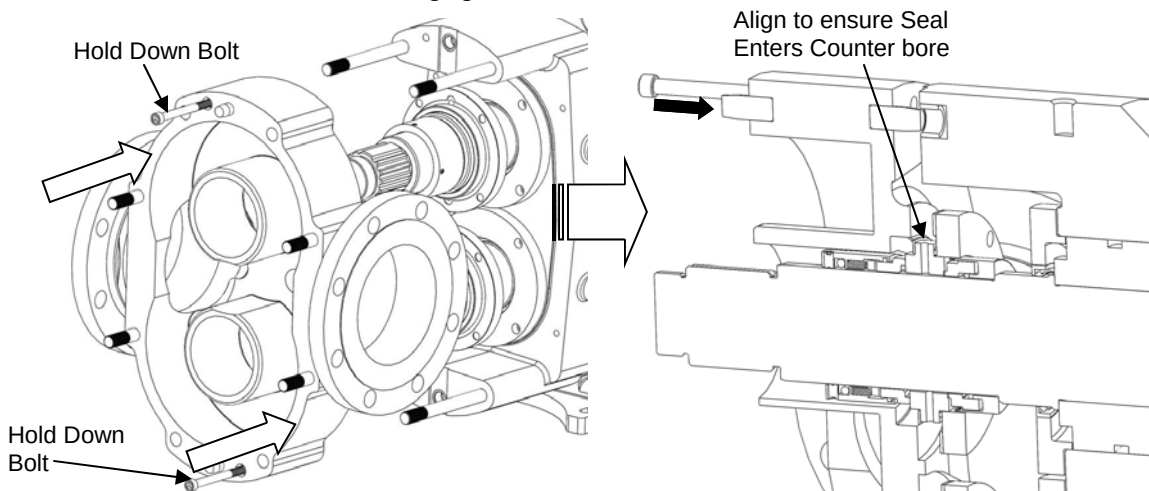


Figure 65: XP Installing Pump Body

Place the seal glands and outer gaskets in the orientation shown in Figure 66 and secure with locknuts and cap screws. Rotate the shafts to make sure there is no interference with the seals. **INSTALL** seal flush before operation, failure to do so will result in seal damage.

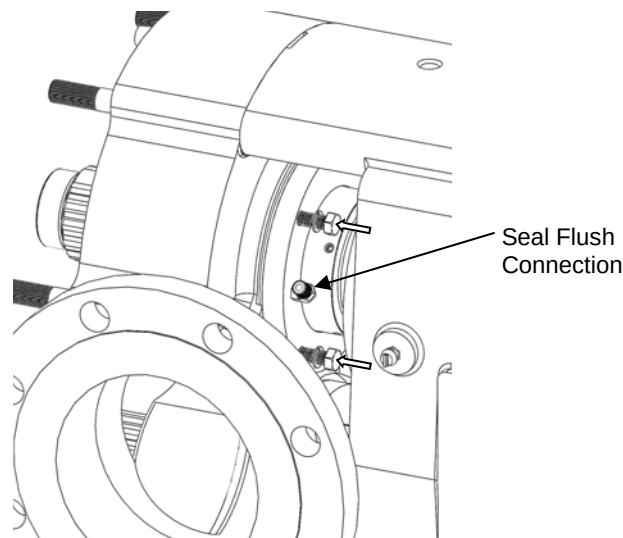


Figure 66: Installing Seal Gland and Flush

Pump Clearances

The performance of a XP is based on the tight clearances between the pump body and the rotors. These clearances are critical to ensure the pump performs up to the system requirements. The clearance between the rotor and the back face of the body is referred to as the backface clearance. The backface clearances are set when the gear case is assembled (page 30) using shims placed between the gear case and the front bearing. Other clearances are shown in Figure 67 and should be in accordance to Table 8. Use shims and a depth micrometer to measure the clearances.

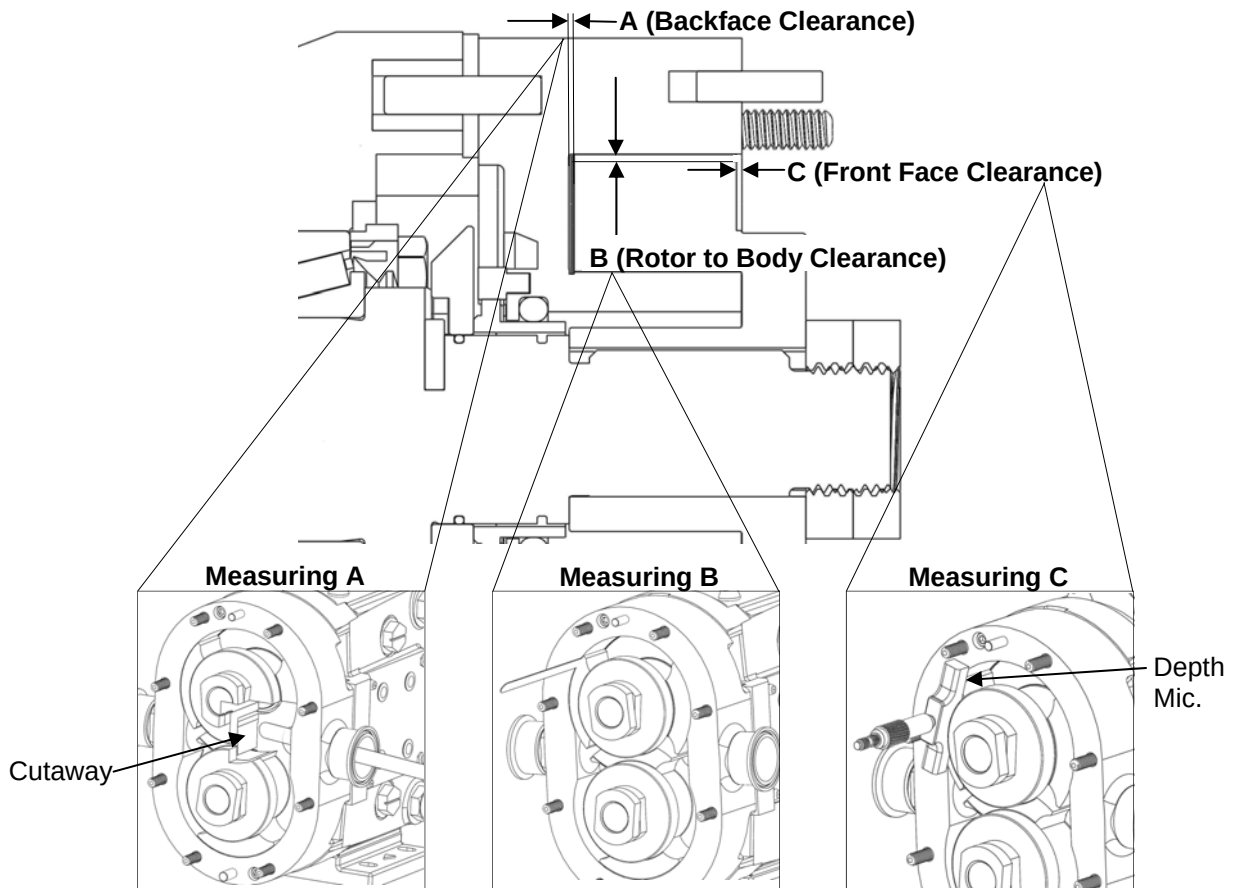


Figure 67: Critical Pump Clearances

Table 8: Critical Pump Clearance Dimensions (Standard Rotors)

Note: For non-standard rotors contact Ampco	A (Backface Clearance)		B (Rotor to Body Clearance)		C (Front Face Clearance)		
	XP Model	Inch	mm	Inch	mm	Inch	mm
	320, 323, 380	.006	.15	.007	.18	.010	.25

Troubleshooting

Each Ampco XP is assembled and tested at the factory and is designed to have trouble-free operation. Problems may occur over the life of the pump due to system variations, standard wear, or user error. The following table has information that may help identify and solve a problem. For additional technical assistance, please contact Ampco with the pump's serial number.

Symptom	Cause	Solution
NO FLOW (rotors are not turning)	Drive motor is not running or connected	Check connection and power source to pump motor drive
	Keys (gear, drive shaft) are sheared or missing	Check or replace
	The pump's drive (gearbox, belts, transmission) is broken or slipping	Check, Replace, or adjust
	Pump shafts or gears are broken	Check and replace, if necessary
NO FLOW (rotors are turning)	Rotors are turning in the wrong direction	Check motor connections for correct hookup (see "Pump Rotation" on page 11)
	Discharge port/valve is closed or blocked	Check and open, if necessary
	Inlet port/valve is closed or blocked	Check and open, if necessary
	Pump relief valve (optional) is not set correctly, or is held open by foreign matter.	Check and clean, if necessary. Check system so that unwanted debris doesn't enter pump
NO FLOW (pump is not priming)	Inlet valve closed	Open valve, if necessary
	Inlet line restricted or clogged	Clean lines and check system
	Too much air in the inlet line	Check lines for leaks, replace gaskets or pipes, if needed
	The pump's speed is too low	Increase speed of pump
	The pump's speed is too high	Check viscosity of product, and reduce speed as needed
	No product in the inlet lines (lines drain or siphon when pump is off)	Foot valves or check valves may be used. Having product in the line is necessary for the pump to prime
	Pump is air locked	Install air bleeds to the pump and lines
	Pump may be worn out	Increase the pumps speed or replace worn out rotors.
	Inlet pressures too low	Check pressure required. Change, if necessary
	Differential pressure differences not developing	Install check valves on discharge to prevent large back pressures

Troubleshooting

Symptom	Cause	Solution
Inadequate Flow	Speed is too low or too high	Check published pump curve and adjust speed, if necessary
	Air leaks in inlet line	Check for bad seals, bad gaskets and piping connections.
Inadequate Flow and Flow is Bypassing Pump	Open valve (inlet drain, trap valve)	Check valves and close, if needed
	Relief valve not adjusted correctly or stuck	Check relief valve and adjust, if necessary
Inadequate Flow, Pump is Noisy During Operation (slipping)	Non-standard rotors (Hot clearance, Hot Chocolate clearance, Stainless) are being used on low viscous fluids	Use appropriate rotors for product (contact Ampco for additional support, if needed)
	Body and rotors are worn	Increase speeds, replace rotors, or have the pump remanufactured (Page 38)
	Pressures are too high for pump	Adjust system
Starved Pump Inlet (fluid vaporization)	Strainers, valves (inlet side), fittings, or lines are plugged or restricted	Check and clean lines/valves.
	The Inlet line is too small (inside diameter) or long, or both.	Increase inlet pipe size and/or decrease pipe length
	Too many valves or fittings	Reduce number of fittings or valves
	Valves or strainers are too small	Check and change, if necessary
	The net inlet pressure is too low	Check pump and system requirements and change system or pump, if necessary.
	Product viscosity greater than expected	Change system parameters (temperature, flow, pressure)
	Product temperature is higher than expected	Reduce speed, temperature and flow, if necessary
Excessive Power is Required (pump overheats, stalls, draws high current, fuses/breakers are tripping)	Viscosity losses higher than expected	Increase pump speed, if needed
	Pressures higher than expected	Decrease pump speeds and modify inlet line sizes
	Viscosity is higher than expected	Heat product, or change system parameters
	Viscous product sits in line during shutdown	Install a soft start on motor drive, clean lines or change system to avoid problem

Troubleshooting

Symptom	Cause	Solution
Noisy Operation (cavitation)	Product's viscosity, vapor pressure and temperature are too high	Check system setup. Change speeds and temperatures, accordingly
	The inlet pressure available is less than required	Check inlet pressure requirements and adjust accordingly
Noisy Operation (air or gas in fluid)	Air leaks in the system	Check for leaks and correct, if needed
	Product emits gases	Install pressure relief valves
Noisy Operation (rotor to body contact)	Assembly without checking fluid end clearances	Check pump clearances and adjust, if necessary (page 33)
	Internal stresses in pump caused by improper piping support	Adjust system to eliminate stresses (page 8)
	Pressures are higher than what the pump is rated for	Reduce pressures
	Bearings are worn	Check for bearing movement (page 14) and replace, if necessary
Noisy Operation (rotor to rotor contact)	Gears are loose or incorrectly timed (damage to rotor may be severe)	Rebuild pump with new parts
	Keys are sheared	Inspect and rebuild, if necessary
	Gears are worn	Inspect and replace gears, if needed. Inspect damage to rotors and rebuild, if necessary
Noisy Operation (external mechanical problems)	Gear drive, drive belts, coupling or bearings are worn or not correctly adjusted	Check and replace. Adjust, if needed
Short Pump Life	Product is abrasive	Check system, and possibly implement a larger pump at lower speeds
	Pump speeds and pressures are higher than pump rating	Check system and change, if necessary. Reduce speeds and pressure of pump
	Improper gear case lubrication	Check and replace worn out gears and bearings; follow procedures on page 12 for proper lubrication
	Water build up in Gear case	Check that all gear case plugs are in place
	Misalignment in system (piping or pump drive)	Check and modify system to eliminate alignment issues

PD Pump Remanufacturing Program

With the purchase of each new XP pump, Ampco guarantees two full remanufactures. Depending on wear, the XP pumps (and equivalents) can be remanufactured up to four times. This process returns a used pump to new pump performance and appearance. Each fully remanufactured pump includes a one year warranty. The following upgrades are included when remanufacturing a competitor's pump: 17-4 shafts, stainless steel bearing retainers, helical gears, and sealed clean out plugs. These upgrades are standard to Ampco positive displacement new and remanufactured pumps.

Contact your local distributor or the factory (414) 643-1852 for more information.

ATEX Certification Information

- 1) Ampco pumps DOC (declaration of conformity) must be included with the pump's installation and maintenance manual.
- 2) ATEX certified pumps will be sent with black plugs on all drain and level ports at the rear of the gear case.
- 3) ATEX approval becomes void if non-Ampco replacement parts are used in the pump.

For additional support regarding ATEX certification, please contact the Engineering Department at Ampco Pumps Company, (414) 643-1852.

AMPCO PUMPS

Made of SELECTED corrosion-resistant alloys

U.S. TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT. This document contains all of the terms and conditions of the agreement ("the agreement") between Ampco Pumps Company, Inc. ("Seller") and the purchaser ("Purchaser") of the Products ("Products") to be sold to Purchaser, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Purchaser's order or other documents of Purchaser. Seller's acceptance of Purchaser's order is expressly conditioned on Purchaser's acceptance of the terms and conditions contained herein, and Purchaser, upon placing an order, is presumed to have accepted all the terms and conditions without modification. No alteration, waiver, modification of or addition to the terms and conditions herein shall be binding on Seller unless set forth in writing and specifically agreed to by an officer of Seller. No course of dealing, usage of trade or course of performance will be relevant to supplement or explain any terms used in the agreement. All offers to purchase, quotations and contracts of sale are subject to final acceptance by Seller at its home office at Milwaukee, Wisconsin.

2. PRICES. Prices for Products manufactured by Seller pursuant to written accepted orders will remain firm for thirty (30) days from the date of any subsequent price change.

3. TERMS OF PAYMENT. Standard terms are 1/2% 10 days, 30 days net, from date of invoice unless otherwise stated. If, in the judgment of Seller, the financial condition of Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. In cases of delays in payment, Seller reserves the right to charge interest on delinquent balances at the rate of 1 1/2% per month.

4. DELIVERY. Except as otherwise provided expressly stated in the agreement, Products are sold F.O.B. Milwaukee. Seller will use reasonable commercial efforts to fill orders within the time stated, but the stated delivery date is approximate only, and Seller reserves the right to readjust shipment schedules without liability. Acceptance by Purchaser of the Products waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. Except as otherwise provided herein, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. Claims by Purchaser for shortages in the Products must be made to Seller in writing within ten (10) days after date of receipt of the Products. No such shortage shall entitle Purchaser to withhold payment for Products which were received by Purchaser. Each such claim shall set forth in detail the basis and amount of such claim.

5. TAXES AND FEES. Seller shall pay all present and future sales, excise, privilege, use or other taxes, customs duties, and all other fees or other costs, imposed by any federal, state, foreign, or local authorities arising from the sale, purchase, transportation, delivery, storage, use or consumption of the Products or will, if applicable, provide Seller with an appropriate exemption certificate. Seller shall be under no obligation to contest the validity of any such taxes or to prosecute any claims for refunds or returns.

6. INSTALLATION. The Products shall be installed by and at the expense of Purchaser.

7. LOSS, DAMAGE OR DELAY. Seller will not be liable for loss, damage or delay resulting from causes beyond its reasonable control, including, without limitation, strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or Seller, insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, cargo or material shortages, delays in transportation, lack of production capacity or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by Seller under the agreement cannot be accomplished by Seller due to any of the foregoing causes within a reasonable period of time, Seller may, at its option, terminate the agreement without liability.

8. RETURNS. No Products or parts may be returned by Purchaser without the prior written consent of Seller.

9. WARRANTY. Seller warrants that the Products manufactured by Seller will be free from defects, material and workmanship under normal use and service for a period of one (1) year from date of shipment. In addition, the specified rating of each pump is warranted; however, the characteristic shape of the performance curves may vary from the published standards, and the capacity, head and efficiency guarantees are based on actual shop tests using clear cold water, and therefore the rating is specified in equivalent units of clear cold water. The sole obligation of Seller and the exclusive remedy of Purchaser for breach of this warranty shall be the repair (at Seller's facility) or replacement by Seller (F.O.B. Milwaukee, Wisconsin), at Seller's option, of any parts found to be defective, without charge and shall be conditioned upon Seller receiving written notice of any alleged breach of this warranty within a reasonable time after discovery of the defects, but in no event later than the end of the warranty period. The parts alleged to be defective shall be returned to Seller upon its request, freight prepaid. This warranty does not cover ordinary wear and tear, abuse, misuse, overloading, alteration or Products or parts which have not been installed, operated or maintained in accordance with Seller's written instructions. Seller shall not be liable for any expenses for repairs, additions or modifications to the Products outside of Seller's factory without its prior written consent, and any such repairs without such consent shall void this warranty. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller may from time to time provide its facilities, personnel and experience to assist customers in the selection of materials, design, installation and operation of Products for maximum resistance to corrosion and abrasion with due consideration to the economy of the installation. This service is provided in an advisory capacity only and the final selection and operation of the Products and ancillary equipment shall be the sole responsibility of Purchaser or any user thereof. Accessories and parts manufactured by third parties are warranted only to the extent of such third party's warranty. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS) ARISING FROM THE BREACH OF THIS WARRANTY OR OTHERWISE ARISING FROM OR RELATING TO THE PRODUCTS OR THEIR SALE, USE OR INSTALLATION.

10. CHANGES. Changes in any work to be performed hereunder may be made only upon Purchaser's written instructions and acceptance by Seller in its discretion. Any change in drawings, materials or design of the Products, or to tools, fixtures or other items used to produce the Products, which affects Seller's cost to produce the Products will entitle Seller to adjust the price to take into account any additional costs. If work has been started, Seller shall be properly reimbursed for work already performed; if Products already produced are not accepted by Purchaser, Seller has the right to adjust the price to take into account any additional costs caused by an increase or decrease in quantities or in the time required for performance under the agreement.

11. TERMINATION. After Seller has commenced work, ordered any materials or made any other commitments pursuant to the agreement, it may be terminated only with the prior written agreement of Seller providing for equitable cancellation charges. Such charges shall reimburse Seller for any completed items at the contract price, and for any work-in-process items at the contract price less the cost to complete. Termination on any other basis must be specifically agreed on in writing in advance between Purchaser and Seller.

12. DEFERRED DELIVERIES. Orders or deliveries will be deferred only upon the prior written agreement of Seller in its discretion, and then only upon the following conditions:

(a) The deferral period may not exceed sixty (60) days. At the end of the deferral period, if no release is provided by Purchaser, Seller reserves the right to render an invoice for and ship the completed portion of the order to the destination specified in Purchaser's order, or to store such material at Purchaser's expense at Seller's standard storage charges then in effect.

(b) For the portion of the order that is not completed, if no release is provided by Purchaser at the expiration of the deferral period, Seller reserves the right to render an invoice for any completed items at the contract price, and for any work-in-process items at the contract price less the cost to complete.

(c) Purchaser shall bear the risk of loss or damage to materials held at Purchaser's request.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY CIRCUMSTANCES: (a) FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS) ARISING FROM OR RELATING TO THE PRODUCTS OR THEIR SALE, USE OR INSTALLATION; (b) FOR DAMAGES TO PROPERTY (OTHER THAN THE PRODUCTS PURCHASED FROM SELLER); (c) FROM ANY BREACH OF ITS WARRANTY OR ANY OTHER OBLIGATIONS TO BUYER; OR (d) FOR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS (WHETHER OR NOT IN WRITING) THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE DESIGN, MANUFACTURE, SALE, USE OR INSTALLATION OF THE PRODUCTS.

14. INFRINGEMENT. Seller at its expense will defend and hold Purchaser harmless from and against all damages, costs and expenses arising from any valid claim of infringement by a third party with respect to any patent or other intellectual property rights (collectively, the "Intellectual Property Rights") caused by Products originally manufactured by Seller, provided Purchaser (a) has not modified such Products, (b) gives Seller immediate notice in writing of any claim or commencement or threat of suit, and (c) permits Seller to defend or settle the same, and gives all immediate information, assistance and authority to enable Seller to do so. In the event any such originally manufactured Products are held to infringe an Intellectual Property Right and if Purchaser's use thereof is enjoined, Seller will, at its expense and option: (1) obtain for Purchaser the right to continue using the Products, (2) supply non-infringing Products, (3) modify the Products so that they become non-infringing, or (4) refund the then market value of such Products. In no event shall Seller's liability exceed the sale price of the infringing Products. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. Notwithstanding the foregoing, Seller shall have no liability as to any Products or parts thereof that are manufactured or modified by Purchaser or a third party, or that are manufactured or modified by Seller in accordance with Purchaser's specifications. Purchaser will defend and hold Seller harmless from and against all damages, costs and expenses whatsoever arising from any claim for infringement of any Intellectual Property Rights relating to Products that have been manufactured or modified by Seller according to specifications provided by Purchaser.

15. CERTAIN LAWS. Seller will comply with the applicable requirements of the Fair Labor Standards Act of 1938, as amended, Executive Order 11246, and THE rules, regulations and orders of the Secretary of Labor relating thereto.

16. PERIOD FOR ACCEPTING QUOTATIONS. Unless accepted without modification within thirty (30) days of issuance, or prior to withdrawal by Seller if earlier, all quotations automatically expire at the end of such thirty (30) day period

17. PROVISIONS FOR INTERNATIONAL TRANSACTIONS. The following provisions shall apply if the Products are to be shipped to Purchaser at a location outside the United States, and apply regardless of other provisions set forth in these Terms and Conditions:

(a) The 1980 United Nations Convention on Contracts for the International Sale of Products shall not apply.

(b) Except as otherwise provided expressly stated in the agreement, terms of delivery are Ex-Works (within the meaning of INCOTERMS 2000) and all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Purchaser in addition to the stated price.

(c) Except as otherwise provided expressly stated elsewhere in the agreement, payment shall be made by issuance to Seller of an irrevocable letter of credit which (i) is issued and confirmed by a U.S. bank acceptable to Seller, (ii) is governed by the Uniform Customs and Practice for Documentary Credits (UCP 600) and otherwise acceptable in form and substance to Seller, and (iii) provides for payment to Seller of the purchase price in U.S. dollars upon presentation by Seller of Seller's certification and/or such other documents as shall be required by the letter of credit. All banking and other charges for such letter of credit shall be for the account of Purchaser.

(d) Prices include Seller's standard commercial export packaging which may vary depending on whether shipment is made by air, land or sea. Except as otherwise provided expressly stated in the agreement, Purchaser will bear any additional expenses required to satisfy Purchaser's packaging requirements. Packages will be marked in accordance with Purchaser's instructions, if any. Seller shall furnish packing lists and such other information as may be necessary to enable Purchaser's agent to prepare documents required for export shipment.

(e) All shipments hereunder are subject to compliance with the U.S. Export Administration Act, as amended, regulations thereunder and all other U.S. laws and regulations concerning exports. Purchaser shall comply with all such laws and regulations concerning the use, disposition, re-export and sale of the Products provided hereunder.

18. GENERAL. No modification or waiver of the agreement or any of its provisions is valid unless expressly agreed to by Seller in writing, and no waiver by Seller of any default under the agreement is a waiver of any other or subsequent default. The unenforceability or invalidity of one or more of the provisions of the agreement will not affect the enforceability or validity of any other provision of the agreement. Purchaser may not assign any of its rights, duties or obligations under the agreement without Seller's prior written consent and any attempted assignment without such consent, even if by operation of law, will be void. The agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code as enacted by such state, without giving effect to its conflict of laws principles.

GmbH General Terms and Conditions of Service, Sale and Delivery

- I. Content of the contract, scope of application, offer
1. All deliveries and services of Ampco Pumps GmbH are made exclusively on the basis of the General Terms and Conditions of Performance, Sale and Delivery of Ampco Pumps GmbH described here. Deviating terms and conditions of the Client shall not be recognised by Ampco Pumps GmbH unless Ampco Pumps GmbH has expressly agreed to their validity in writing. These General Terms and Conditions of Performance, Sale and Delivery of Ampco Pumps GmbH shall also apply if Ampco Pumps GmbH executes the delivery to the Client without reservation in knowledge of the Client's terms and conditions that conflict with or deviate from these Terms and Conditions.
2. These terms and conditions apply to all services of Ampco Pumps GmbH, regardless of the legal nature of the contract on which the service is based. They therefore apply to purchase contracts as well as to contracts for work, contracts for the supply of work and for combined contracts.
3. Individual agreements on the rights and obligations of the contracting parties take precedence over these Terms.
4. All agreements made between Ampco Pumps GmbH and the Client for the purpose of executing the contract must be recorded in writing.
5. These terms and conditions only apply to entrepreneurs, legal entities under public law and special funds under public law (in each case within the meaning of § 310 BGB).
6. These terms and conditions shall also apply to all future transactions between Ampco Pumps GmbH and the Client.
7. If the order qualifies as an offer according to § 145 BGB, Ampco Pumps GmbH can accept it within four weeks of receipt.
- II. Documents, preparatory work, trade secrets
1. Ampco Pumps GmbH reserves all rights, in particular the right of ownership and copyright, to cost estimates, calculations, plans, illustrations, design work, preliminary work, drawings and other documents. They may only be made available to third parties with the written consent of Ampco Pumps GmbH. Ampco Pumps GmbH may only make documents designated as confidential by the Client accessible to third parties with the Client's written consent. Documents transmitted by Ampco Pumps GmbH may only be used for the preparation of the conclusion of the contract and thereafter only for the execution of the contract. Any further use is prohibited.
2. The Client may not disclose to third parties trade secrets of Ampco Pumps GmbH and Ampco Pumps GmbH (within the meaning of Section 15 of the German Stock Corporation Act) of affiliated companies that have become known to him. Ampco Pumps GmbH may not disclose to third parties trade secrets of the client and its affiliated companies (within the meaning of § 15 of the German Stock Corporation Act) that have become known to Ampco Pumps GmbH.
3. Both Ampco Pumps GmbH and the Client are obliged to ensure in an appropriate manner that their bodies and employees also comply with the obligations listed above.
- III. Delivery time, force majeure, delay, acceptance
1. The delivery period begins with the dispatch of the order confirmation and clarification of all technical questions, but not before the production of the plans, documents, permits, approvals, permits to be procured by the customer and before receipt of an agreed down payment.
2. The performance owed by Ampco Pumps GmbH shall be deemed to have been performed in good time if the subject matter of the contract has been properly dispatched by the expiry of the delivery period or if the Client has been notified of the readiness for dispatch.
3. Disruptions in performance caused by force majeure do not give rise to any claims (in particular no claims for contractual penalties or damages) against Ampco Pumps GmbH. Force majeure is defined as any unforeseeable event or such events which, even if foreseeable, are beyond the control of Ampco Pumps GmbH and the effects of which cannot be prevented by reasonable efforts on the part of Ampco Pumps GmbH. These include, but are not limited to, delayed performance by subcontractors/suppliers, war (declared or not), war-like condition, riot, revolution, rebellion, military or civil coup, insurrection, riot, riot, blockade, embargo, government order, sabotage, strikes, slow strikes, lockouts, epidemics, fire, floods, storm surges, typhoons or other severe weather, general shortage of materials, shipwreck, lack of port and unloading capacity, transport-related Delays, unavailability of required vessel space, proper change/replacement of forwarder and/or carrier and/or shipowner and/or other commercial transport companies, transport accidents, earthquakes, radioactive accidents, physical or artificial obstacles of any kind on the construction site/production site.
4. In all cases of hindrances for which Ampco Pumps GmbH is not responsible, regardless of the kind, Ampco Pumps GmbH is entitled to demand an appropriate extension of the delivery periods and additional payments from the customer to compensate for additional services and/or costs.
5. If dispatch is delayed at the request of the Client, the Client shall reimburse the costs actually incurred by the storage of the object of the contract. In the event of storage in a company of Ampco Pumps GmbH, the latter is entitled to demand a flat-rate minimum amount of 0.5% of the agreed price for each month as compensation for the additional costs. The proof of higher (by Ampco Pumps GmbH) or lower (by the client) costs is not excluded by this regulation.
6. Number 5 shall also apply to any other case of default of acceptance by the contracting authority. If the Client is in default of acceptance or violates other obligations to cooperate, the risk of an accidental loss or accidental deterioration of the subject matter of the contract shall also pass to the Client at the time when the latter is in default of acceptance.
7. Further rights of Ampco Pumps GmbH are not excluded by this agreement.
8. Compliance with the delivery deadline presupposes the timely and proper fulfilment of the Client's contractual obligations.
9. Partial deliveries by Ampco Pumps GmbH can only be rejected if they cannot be reasonably expected of the customer.
10. Insofar as acceptance is to take place, the subject matter of the contract shall be deemed to have been accepted if:
 - 10.1. the delivery and, if Ampco Pumps GmbH is also responsible for the installation, the installation has been completed,
 - 10.2. Ampco Pumps GmbH has informed the Client of this with reference to the deemed acceptance pursuant to this number 10 and has requested the Client to accept,
 - 10.3. two weeks have passed since the delivery or installation or the Client has started using the purchased item (e.g. has put the delivered system into operation) and in this case one week has passed since delivery or installation, and
 - 10.4. the Client has failed to accept the goods within this period for a reason other than a defect notified to Ampco Pumps GmbH that makes the use of the goods impossible or significantly impairs.
- IV. Price, transport packaging, payment, price adjustment
1. The agreed prices are ex-works. The shipping costs, including the costs of packaging, loading, stowage and unloading, shall be borne by the Client. In addition to the prices, the VAT in force at the time of delivery is added.
2. Insofar as Ampco Pumps GmbH is obliged under the Packaging Ordinance to take back the packaging used for transport, the Client shall bear the costs for the return transport of the packaging used and the reasonable costs of its recycling. If the returned packaging cannot be reused, the Client shall bear the costs incurred by Ampco Pumps GmbH for its material recycling. In addition, the Client may have to pay the customs duties, customs clearance costs, taxes and duties incurred as a result of the return of the transport packaging.
3. Transport containers are not the subject of the contract and are not considered packaging. They remain the property of Ampco Pumps GmbH. They are to be imported, re-exported and returned to Ampco Pumps GmbH by the Client at the Client's expense (transport costs, customs duties, customs clearance costs, taxes and duties) and risk.
4. Tools, surplus material, welding gas cylinders and other aids are not the subject of the contract. They remain the property of Ampco Pumps GmbH. They are to be imported, re-exported and returned to Ampco Pumps GmbH by the Client at the Client's expense (transport costs, customs duties, customs clearance costs, taxes and duties) and risk.
5. The agreed price is to be credited by the Client at his own risk and expense to one of the bank accounts specified by Ampco Pumps GmbH, without any deduction.
6. Ampco Pumps GmbH is entitled to interest on due dates and arrears in accordance with the statutory provisions. This does not affect the possibility of asserting further damages and rights of Ampco Pumps GmbH.
7. The Client shall only be entitled to rights of set-off and retention if his counterclaims have been legally established, are undisputed or recognised by Ampco Pumps GmbH and their assertion has been notified to Ampco Pumps GmbH at least one month in advance.
8. If, after the conclusion of the contract, Ampco Pumps GmbH becomes aware of circumstances that give rise to doubts about the creditworthiness of the client, Ampco Pumps GmbH may, at its discretion, demand advance payment or suitable security.

9. Ampco Pumps GmbH is entitled to increase the agreed price appropriately if cost increases occur after the conclusion of the contract, in particular due to collective bargaining agreements, material price increases or the increase in transport and packaging costs. Ampco Pumps GmbH will provide proof of this to the Client upon request.
10. Ampco Pumps GmbH is entitled to increase the agreed price appropriately if, after the conclusion of the contract, the Client wishes to make changes to the subject matter of the contract and these result in additional expenses. Ampco Pumps GmbH will provide the Client with proof of the additional expenditure upon request.
- V. Transfer of risk, transport damage, insurance
 1. The risk of accidental loss and accidental deterioration of the subject matter of the contract shall pass to the Client upon handing over the object of the contract to the first carrier.

This also applies if partial deliveries are made or if Ampco Pumps GmbH has assumed further costs, e.g. the shipping costs, or other services, e.g. transport, installation or assembly of the contractual object itself.
 2. If the subject matter of the contract or parts thereof are ready for dispatch and the dispatch or handover is delayed for reasons caused by the Client, the risk of accidental loss and accidental deterioration shall pass to the Client from the day of readiness for dispatch.
 3. If Ampco Pumps GmbH arranges for the transport of the object of the contract and if transport damage or a transport-related material defect occurs on it after it has been handed over to the carrier, Ampco Pumps GmbH shall assign any resulting claims against the transport insurance(s) and the carriers to the customer at the request of the customer – to the exclusion of liability for the existence of these claims, Step by step against payment of the total price agreed for the subject matter of the contract and all costs owed. Further claims against Ampco Pumps GmbH due to transport damage or transport-related material defects are excluded. This also applies if the subject matter of the contract includes assembly services or the construction of a turnkey plant.
 4. Limitation periods under transport law and maritime law, limitation periods, exclusions of liability and limitations of liability in favour of the (natural and legal) persons entrusted with the transport/loading/unloading/storage of the subject matter of the contract in the relationship between them and Ampco Pumps GmbH, shall apply equally to corresponding circumstances in the contractual relationship between the client/Ampco Pumps GmbH in favour of Ampco Pumps GmbH.
 5. The Client undertakes to inspect the subject matter of the contract for damage immediately upon unloading at the port of destination and, in the event of the existence or suspicion of damage, to acknowledge receipt only with reservations and to notify Ampco Pumps GmbH of the damage immediately. In the event of non-compliance with the aforementioned obligations, the obligation to pay the transport insurance(s) does not apply. If the obligation to pay the transport insurance(s) ceases to apply for the aforementioned reason, the liability of Ampco Pumps GmbH for such damages covered by the exclusion of liability of the transport insurance(s) also ceases to apply.
- VI. Retention of title and securities
 1. Ampco Pumps GmbH retains ownership of the subject matter of the contract until the irrevocable, unconditional receipt of all payments owed by the Client. Until this date, the Client shall not be entitled to encumber or resell the subject matter of the contract with a security interest (e.g. security property, lien, mortgage, land charge, etc.). In the event that the law applicable at the place of installation (lex rei sitae) does not know the means of security "retention of title", the means of security that comes closest to a "retention of title" according to the law applicable at the place of installation or the means of security that represents the typical means of security (e.g. "lien" or "security interest, attached and perfected") according to this law is agreed instead. The Client is obliged to cooperate (in particular to make declarations of intent) that are necessary under the law applicable at the installation site for the agreement and establishment of a fully effective retention of title or a fully effective other means of security.
 2. In the event of seizures, seizures or other measures taken by third parties in relation to the subject matter of the contract, the Client must point out the ownership of Ampco Pumps GmbH and notify Ampco Pumps GmbH immediately in writing – handing over the documents necessary for an intervention – so that Ampco Pumps GmbH can enforce its property rights.
 3. As long as Ampco Pumps GmbH has rights of the kind referred to in number 1 to the subject matter of the contract, Ampco Pumps GmbH shall be entitled to take back the delivered subject matter of the contract after a reasonable period of time has been set in the event of breaches of duty by the Client, in particular in the event of endangerment of Ampco Pumps GmbH's property in the subject matter of the contract, in the event of improper treatment of the delivered object of the contract by the Client or in the event of default of payment by the Client. The transport costs incurred for the return shall be borne by the Client. If Ampco Pumps GmbH withdraws the subject matter of the contract, this constitutes a withdrawal from the contract. If the Client does not comply with the reclaim, personnel of Ampco Pumps GmbH shall hereby be entitled to enter the Client's installation site (or construction site/production facility) in the required number, to dismantle the delivered object of the contract and to take it with them; all costs incurred for this purpose shall be borne by the Client. The seizure of the subject matter of the contract by Ampco Pumps GmbH always constitutes a withdrawal from the contract.
 4. Ampco Pumps GmbH is entitled to recycle the object of the contract after it has been taken back, and the proceeds of the sale are to be offset against the liabilities of the client – less reasonable exploitation costs.
 5. The Client must treat the subject matter of the contract with care during the ownership and insure it at its own expense against fire, water and theft damage sufficiently at its replacement value. If maintenance and inspection work becomes necessary, the Client must carry it out in good time at its own expense.
 6. The processing or transformation of the subject matter of the contract by the customer is always carried out for Ampco Pumps GmbH. If the subject matter of the contract is processed with other items that do not belong to Ampco Pumps GmbH, Ampco Pumps GmbH acquires co-ownership of the new item in the ratio of the value of the object of the contract (invoice amount) to the other processed items at the time of processing. Incidentally, the same applies to the object resulting from processing as to the subject matter of the contract delivered under reservation.
 7. If the subject matter of the contract is inseparably connected or mixed with other objects not belonging to Ampco Pumps GmbH, Ampco Pumps GmbH acquires ownership of the new item in proportion to the value of the object of the contract (invoice amount) to the other combined or mixed items at the time of the combination or mixing. If the combination or mixing takes place in such a way that the Client's property is to be regarded as the main action, it shall be deemed to have been agreed that the Client shall transfer co-ownership to Ampco Pumps GmbH on a pro rata basis. The Client shall hold the sole ownership or co-ownership thus created for Ampco Pumps GmbH.
 8. In order to secure the claims of Ampco Pumps GmbH against the Client, the Client shall also assign to Ampco Pumps GmbH the claims which the Client accrues against a third party as a result of the connection of the subject matter of the contract with a piece of land.
 9. Ampco Pumps GmbH undertakes to release the securities to which it is entitled at the request of the Client to the extent that the value of the realizable securities of Ampco Pumps GmbH exceeds the claims to be secured by more than 20%; the selection of the securities to be released is the responsibility of Ampco Pumps GmbH.
- VII. Rights of the Client in the event of defects
 1. Ampco Pumps GmbH shall be liable to the Client for ensuring that the subject matter of the contract is free of material defects and defects of title at the time at which the risk passes to the Client. Insignificant deviations from the agreed quality do not constitute a defect. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are also permissible, provided that they do not impair the usability for the contractually intended purpose.
 2. Ampco Pumps GmbH is not liable for defects or damages caused by the following reasons:

Defects that are based on constructions specified or specified by the Client or on materials specified, determined or provided by the Client, including sample materials, or on other provisions provided by the Client.

Defects or damage that occur after the transfer of risk as a result of incorrect or negligent handling, operation by untrained personnel, excessive stress, unsuitable equipment, defective construction work, unsuitable building ground or that occur due to special external influences that are not required by the contract, as well as in the case of non-reproducible software errors.

If improper modifications or repair work are carried out by the client or by third parties, any liability of Ampco Pumps GmbH is excluded for these and the resulting consequences.

3. Ampco Pumps GmbH is also not liable for wear parts (definition to follow) of the subject matter of the contract. Wear is the progressive loss of material from the surface of a solid body, caused by mechanical causes, i.e. contact and relative motion of a solid, liquid or gaseous counterbody. Wear part is a part that is used in places where wear and tear is unavoidable due to operational reasons in order to protect other viewing units from wear and tear and is designed to be replaced.
4. Due to a defect in the subject matter of the contract, which, taking into account numbers 1 to 3 above, gives rise to corresponding claims for defects by the Client, the Client shall initially only have the right to subsequent performance within a reasonable period of time, whereby Ampco Pumps GmbH may choose at its equitable discretion between remedy of defects or replacement delivery. If claims for defects are based on the fact that Ampco Pumps GmbH has fraudulently concealed a defect or has assumed a guarantee for the quality of the object of the contract, the Client shall have the right to choose between remedy the defect or replacement delivery. The expenses required for the purpose of supplementary performance will be borne by Ampco Pumps GmbH. Replaced parts become the property of Ampco Pumps GmbH.
5. Unless the defect requires repair at the installation site, the customer must send the defective parts to Ampco Pumps GmbH for repair or replacement delivery upon request by Ampco Pumps GmbH and at the expense of Ampco Pumps GmbH. In such a case, the obligation of subsequent performance of the Ampco Pumps GmbH with regard to the defective part, if Ampco Pumps GmbH returns the properly repaired part to the customer at its own expense or sends a corresponding spare part. Claims by the Client on account of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that the expenditure increases because the object of the delivery has subsequently been moved to a place other than the Client's establishment, unless the transfer corresponds to its intended use.
6. If the defective part is a product delivered by a third party, the liability of Ampco Pumps GmbH is initially limited to the assignment of the liability claims to which Ampco Pumps GmbH is entitled against the third party. Only after a prior legal claim against the third party by the Client shall the personal liability of Ampco Pumps GmbH be revived. This limitation of liability does not apply if the liability of Ampco Pumps GmbH is based on the fact that Ampco Pumps GmbH has fraudulently concealed a defect or has assumed a guarantee for the quality of the product supplied by the third party.
7. The Client is obliged to inspect the subject matter of the contract immediately upon receipt and to notify Ampco Pumps GmbH of any recognisable defects without delay. This obligation to notify immediately also applies if a defect becomes apparent later. The fact that Ampco Pumps Company is certified according to ISO 9001 does not release the customer from his obligation to inspect and complain in accordance with § 377 HGB. If the Client fails to notify the Client, the subject matter of the contract shall also be deemed to have been approved with regard to the defect.
8. If the Client does not accept the supplementary performance offered by Ampco Pumps GmbH in accordance with the contract, Ampco Pumps GmbH shall be released from liability with regard to the defect complained of after the setting and fruitless expiry of a grace period.
9. In the event of failure of subsequent performance, the Client shall be entitled to assert its other claims for defects in compliance with the contractually agreed conditions, including those resulting from the present General Terms and Conditions of Performance, Sale and Delivery of Ampco Pumps GmbH. In particular, a failure of supplementary performance shall occur if Ampco Pumps GmbH allows a reasonable period of time set by the Client for subsequent performance to elapse without success, or if Ampco Pumps GmbH unduly delays or refuses subsequent performance, or if a reasonable number of attempts at subsequent performance have not been successful.
10. Ampco Pumps GmbH may refuse to remedy the defect if the customer does not meet the agreed payment obligations. The Client may only withhold payments on the merits if a notice of defects is asserted, the justification of which can be beyond doubt. The amount of this right of retention is limited to four times the costs required to remedy the defect. If the Client asserts a claim for defects and it subsequently turns out, in particular after a corresponding investigation by Ampco Pumps GmbH, that the claim for defects asserted by the Client does not exist for factual or legal reasons, Ampco Pumps GmbH shall be entitled to appropriate remuneration and reimbursement of all expenses for its services, in particular in connection with the inspection.
11. For claims for damages, the following limitations, modifications and exclusions in accordance with Section VIII apply.

VIII. Limitation or exclusion of liability of Ampco Pumps GmbH

1. The Client is obliged to carefully observe both the instructions for use and operations as well as the safety instructions of Ampco Pumps GmbH. In particular, the Client must follow the instructions of Ampco Pumps GmbH on how the subject matter of the contract is to be used risk-free, which precautionary measures are to be taken regularly and in individual cases and which misuse is to be avoided. If the Client violates this obligation, Ampco Pumps GmbH shall not be liable for the resulting damage.
2. The limitation of the liability of Ampco Pumps GmbH in the event of defect damage and consequential damage:
Ampco Pumps GmbH is not liable for defect damages (including damages due to loss of profit) and not for consequential damages, regardless of the legal grounds. This exclusion of liability does not apply to claims by the Client for compensation for damages based on gross negligence (intent/gross negligence).
3. The limitation of liability of Ampco Pumps GmbH in the event of simple/slight negligence:
Any claims by the client for compensation for damages, regardless of the legal grounds, which are not based on gross negligence (intent/gross negligence) on the part of Ampco Pumps GmbH, are excluded, provided that the damages are not due to the existence of a defect or to a breach of essential contractual obligations, the fulfilment of which is due to the proper execution of the contract performance of the contract in the first place and on the compliance with which the client regularly relies and may rely (so-called "cardinal obligations").
4. The limitation of the liability of Ampco Pumps GmbH in the event of damages that are not typically foreseeable:
Any claims by the Client for compensation for damages, regardless of the legal grounds, which are not based on gross negligence (intent/gross negligence) on the part of Ampco Pumps GmbH, shall be limited in amount to the compensation of the damage, unless these are already excluded in accordance with the limitation of the liability of Ampco Pumps GmbH in the case of defect damage and consequential damage (number 2) and in the case of simple slight negligence (number 3). Ampco Pumps GmbH at the time of conclusion of the contract, taking into account the circumstances surrounding the Ampco Pumps GmbH knew or should have known, as a possible consequence of the breach of duty and/or contract injury (typically foreseeable damage).
5. The limitation of Ampco Pumps GmbH's liability in the event of a failure to perform:
If the Client asserts a claim for damages against Ampco Pumps GmbH due to a breach of duty or in lieu of performance and if this is not based on gross negligence (intent/gross negligence), this claim for damages is not already excluded in accordance with the limitations of liability in favour of Ampco Pumps GmbH with regard to defect damage and consequential damage (number 2) and in the case of simple slight negligence (number 3). Beyond the limitation of liability of Ampco Pumps GmbH to the typically foreseeable damage (number 4), the amount is limited to a maximum of 10% of the agreed price. A disruption of performance occurs if obstacles arise in the execution of the contractual relationship that make it difficult or impossible to properly fulfil contractual obligations, or if one party to the contract is damaged by the other.
6. The limitation of Ampco Pumps GmbH's liability in the event of damage caused by delay:
The above limitations of liability for the benefit of the Ampco Pumps GmbH with regard to defect damages and consequential damages (number 2), in the case of simple slight negligence (number 3), damages that are not typically foreseeable (number 4) and disruptions to performance (number 5), shall also apply to claims of the Client against Ampco Pumps GmbH for compensation for damage caused by delay, provided that this is not based on gross negligence (intent/gross negligence). In addition, claims for damages by the Client due to delay in delivery as well as claims for damages in lieu of delivery, in all cases of delayed delivery, even after the expiry of any deadline set by Ampco Pumps GmbH for delivery, shall be limited in amount to 0.5% for each completed week of delay, but in total to a maximum of 5% of the price for that part of the deliveries, which could not be put into proper operation due to the delay.
7. The limitation of Ampco Pumps GmbH's liability for its vicarious agents:
Any liability for vicarious agents (§ 278 BGB) of Ampco Pumps GmbH, regardless of the legal grounds, is excluded, unless contractual obligations have been violated by gross negligence (intent/gross negligence) of the vicarious agent, the fulfilment of which makes the proper execution of the contract possible in the first place. In no event shall the liability of Ampco Pumps GmbH for a vicarious agent exceed the liability of Ampco Pumps GmbH for its own negligence, as it arises taking into account the limitations of liability listed above. According to Section 278 of the German Civil Code, a vicarious agent is a natural or legal person whom the debtor uses to meet his obligations.

8. The Client's withdrawal from the contract due to non-performance or non-contractual performance by Ampco Pumps GmbH is excluded. This does not apply if Ampco Pumps GmbH has not provided its services in accordance with the contract intentionally or through gross negligence.
 9. The above limitations of liability (numbers 1 to 8) do not apply to claims of the Client due to intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.
 10. If the carrier is determined by the customer, Ampco Pumps GmbH shall not be liable for costs arising from additional safety inspections or for time delays resulting from the requirements of the German Aviation Security Act and the EU Regulations (EC) No. 300/2008, (EC) No. 272/2009, (EU) 2015/1998 in their respective valid versions, as well as all other current national and international legal provisions. The Client shall indemnify Ampco Pumps GmbH against all costs and damages on first request, which result from additional safety checks and the resulting time delays.
- IX. Prescription
1. If claims for defects are subject to a limitation period of two years under the law (e.g. § 438 para. 1 no. 3 BGB; § 634a para. 1 no. 1 BGB), this limitation period is reduced to one year. Excluded from this shortening of the limitation period are claims for defects by the client due to the assumption of a guarantee for the quality. The limitation period begins with the delivery of the object of the contract and, in the case of an installation obligation on the part of Ampco Pumps GmbH, with the completion of the installation. If the Client is in default of acceptance, the limitation period begins with the occurrence of the default of acceptance.
 2. Recourse claims in the supply chain pursuant to Section 445b (1) of the German Civil Code (BGB) shall become statute-barred one year after delivery of the item by Ampco Pumps GmbH to the Client. The suspension of expiry under § 445b.2 of the Civil Code remains unaffected; it ends no later than five years after delivery.
 3. In all other respects, the statutory limitation periods apply.
- X. Software

Insofar as Ampco Pumps GmbH makes software available to the Client, the following shall apply:

1. Ampco Pumps GmbH grants the Client a non-exclusive right of use to the software provided in accordance with § 31 (2) of the Copyright Act. Section 31 (2) of the Copyright Act reads: "The non-exclusive right of use entitles the owner to use the work alongside the author or other entitled persons in the manner permitted to him." Ampco Pumps GmbH remains the sole owner of all intellectual property rights with regard to the software at all times.
 2. The Client shall be entitled to use the software provided to him only on the subject matter of the contract.
 3. The Client has no claim to the transfer of the source program/source code.
 4. The Client shall be entitled to use the provided software for an indefinite period of time for the entire economic life of the object of the contract.
 5. The Client is not entitled to transfer its right of use to third parties, in particular the Client is not entitled to distribute, rent, grant sublicenses to third parties or make them available to third parties in any other way. If the Client transfers its business in its entirety to a third party, the Client is entitled to transfer the granted right of use to the third party. If the customer sells the delivery item in its entirety to a third party in the normal course of business and this third party is not a competitor of Ampco Pumps GmbH, Ampco Pumps GmbH is obliged to agree to a transfer of the granted right of use upon request, unless Ampco Pumps GmbH substantiates that there is a risk that competitors of Ampco Pumps GmbH will become aware of secret knowledge (trade secrets) of Ampco Pumps GmbH.
 6. The Client's right of use is not exclusive. Ampco Pumps GmbH is entitled to grant any number of other customers rights of use of any kind with regard to the software provided.
 7. The Client may not make the software available or accessible to any third party, except for its employees, not even temporarily or free of charge.
 8. The Client may not change the markings, copyright notices and ownership of the software provided in any way.
 9. The Client may not make a copy of the provided software, except for the creation of a backup copy by a person authorized to use the program, if this is necessary to secure future use. The backup copy may not be used at the same time as the original software.
 10. The Client may not reproduce the documentation belonging to the software in whole or in part by photocopying, microfilming, electronic storage or any other process.
 11. Disassembly, reverse engineering or decompilation of the software is prohibited and the Client will neither initiate nor permit this, unless the requirements of § 69e of the Copyright Act are met.
 12. All ownership, copyright and other industrial property rights to the software, updates and documentation are owned by Ampco Pumps GmbH. The same applies to changes and translations of the programs.
 13. Ampco Pumps GmbH is entitled to carry out necessary software changes at its own expense on the basis of third-party claims of property rights at the Client. The client cannot derive any claims from this.
- XI. Export and import controls, embargo regulations
1. The subject matter of the contract may be subject to export and import restrictions, in particular there may be licensing requirements or the use of the object of the contract abroad may be subject to restrictions. In this respect, the Client undertakes to comply with the applicable legal provisions relating to export controls and sanctions lists of the Federal Republic of Germany, the EU and the USA as well as all other relevant regulations. This includes, in particular, the relevant embargo regulations relating to goods, persons and use. These provisions only apply to the extent that they do not contradict the applicable German foreign trade law, the European Blocking Regulation (e.g. § 7 AWV and Art. 5.1 (EC) 2271/96) or national legal bases applicable to the contracting authority.
 2. The fulfilment of the contract by Ampco Pumps GmbH is subject to the proviso that there are no obstacles due to national and/or international regulations of export and import law or any other statutory provisions.
 3. The resale and/or transfer of the object of the contract, directly or indirectly, to Russia or Belarus is generally prohibited and can only be permitted after a case-by-case examination by Ampco Pumps GmbH.
 4. Client further confirms that at this time (a) it has no knowledge of future uses of the subject matter of the Agreement by military customers or customers with military end-uses; (b) there is no knowledge of future uses of the subject matter of the treaty in connection with NBC weapons and launchers; (c) there is no knowledge of future uses of the subject matter of the contract in connection with the construction or operation of nuclear facilities; (d) there is no knowledge of future uses of the subject matter of the contract in connection with the violation of human rights or in connection with actions supporting terrorism.
 5. Ampco Pumps GmbH reserves the right to require the Client to sign end-user declarations as part of its own compliance checks, insofar as this is required due to business policy decisions of Ampco Pumps GmbH or legal requirements.
- XII. Data protection and data use
1. Ampco Pumps GmbH processes personal data in accordance with the provisions of the European General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Further information on the handling of customer data at Ampco Pumps GmbH can be found at www.krones.com. The Client is obliged to comply with all applicable data protection regulations.
 2. Ampco Pumps GmbH is entitled to collect, store, process and evaluate machine data and duly anonymised personal data. This data may be disclosed to the companies affiliated with Ampco Pumps GmbH for the purpose of use for product optimization, performance improvement applications and other services of Ampco Pumps GmbH and/or its affiliates.
 3. Ampco Pumps GmbH is entitled to transfer customer data to third parties (including companies affiliated with Ampco Pumps GmbH) if and to the extent that this is necessary to fulfil pre-contractual obligations and to provide contractually agreed deliveries and services (e.g. for shipping, invoicing or customer service) or to comply with legal requirements.

XIII. Place of jurisdiction, applicable law, place of performance, severability clause

1. In the event of all disputes arising out of and in connection with the contractual relationship, the exclusive place of jurisdiction shall be the registered office of Ampco Pumps GmbH if the Client is a domestic merchant, a domestic legal entity under public law or a domestic special fund under public law. For actions against Ampco Pumps GmbH by clients who do not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction is also the registered office of Ampco Pumps GmbH. For lawsuits brought by Ampco Pumps GmbH against clients who do not have a general place of jurisdiction in the Federal Republic of Germany, the additional place of jurisdiction is the registered office of Ampco Pumps GmbH in addition to the statutory places of jurisdiction. Any arbitration agreements made by the parties shall take precedence.
2. With regard to the inclusion of these General Terms and Conditions of Performance, Sale and Delivery of Ampco Pumps GmbH and for all legal relationships arising for the contracting parties and their legal successors from the contract and from any ancillary business and/or follow-up business, only the law of the Federal Republic of Germany shall apply. This choice of law and the above jurisdiction agreement are also subject to the law of the Federal Republic of Germany.
The application of the UN Convention on Contracts for the International Sale of Goods (United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods) is not precluded by the above choice of law.
3. The place of performance is the registered office of Ampco Pumps GmbH.
4. Should the contract or any of the above provisions of these General Terms and Conditions of Service, Sale and Delivery of Ampco Pumps GmbH be or become invalid, this shall not affect the validity of the remaining provisions. Rather, the contracting parties will work together to replace the invalid provision with a legally permissible and effective provision that is suitable for achieving the intended result of the invalid provision. The same applies to the filling of contractual gaps.

Origin of goods (USP): O = goods from third countries 1 = EU origin 2 = EFTA origin

Return Policy

Ampco Pumps Company

This policy is intended for returns that are not covered by product warranty, i.e. wrong pump or part was ordered, customer canceled order, etc. Before returning any product, contact us for a Returned Material Authorization Number (RMA#). This will eliminate confusion when the parts are received and facilitate processing the return. No action will be taken on returned parts without an RMA.

<u>Type of Return</u>	<u>Restocking Charge</u>
Standard pump with a replacement order	10%
Standard pump without a replacement order	20%
Standard parts with a replacement order	5%
Standard parts without a replacement order	10%

Additional restocking charges may be assessed for any of the following circumstances.

1. Special order motors and seals are not returnable unless we have a use for them. Credit will be determined on a case-by-case basis.
2. Impellers that are trimmed to a diameter that we don't regularly use are not returnable. Credit will be determined on a case-by-case basis.
3. Used seals and motors are not returnable.
4. For any pumps and/or parts purchased over (1) year ago, credit will be determined on a case-by-case basis.

Credits

Credit will be issued only after parts are returned and inspected. Customer is responsible for packaging parts so they are returned in "as new" condition. Any labor required by Ampco to return the parts to "as new" condition will be deducted from the credit.



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