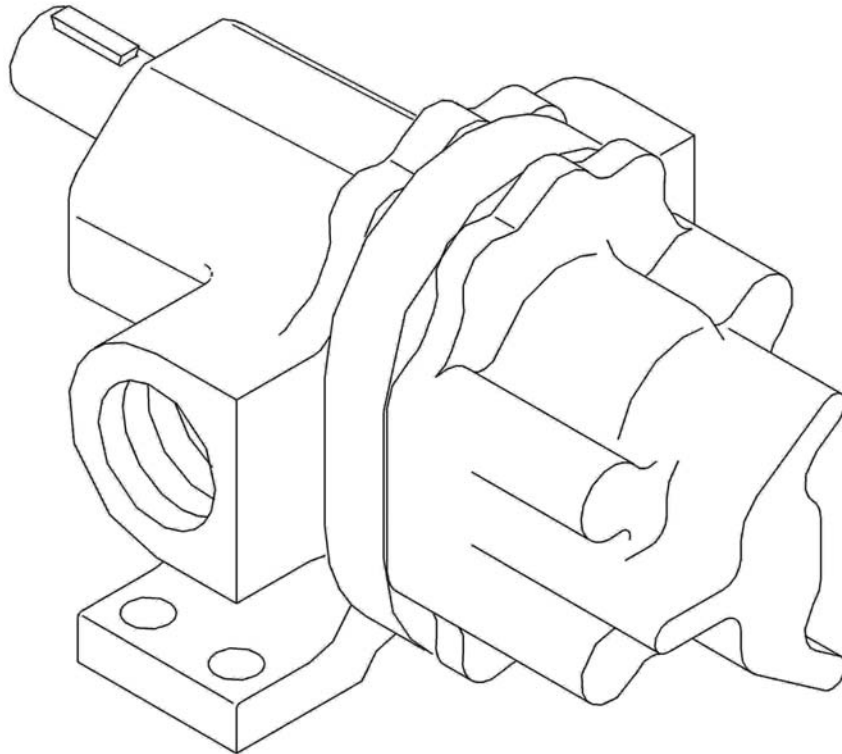




# AM, AP & AL SERIES PUMPS OWNERS MANUAL

G12-207

2/2/04



## SAFETY INSTRUCTIONS

**This is an industrial component. Only a qualified systems integrator should be allowed to design it into a system. The integrator must determine proper plumbing, mounting, driveline and guard components.**

**Improper installation or use could lead to a serious, even fatal, accident. The system integrator must communicate all safe operation procedures to the end user(s).**

**Before operation, fully understand and follow the instructions shown in this manual and any instructions communicated by the system integrator. No one should be allowed to operate or maintain this pump who has not been fully trained to work safely according to the configuration of the pump system and in accordance with all applicable government and industry regulations.**

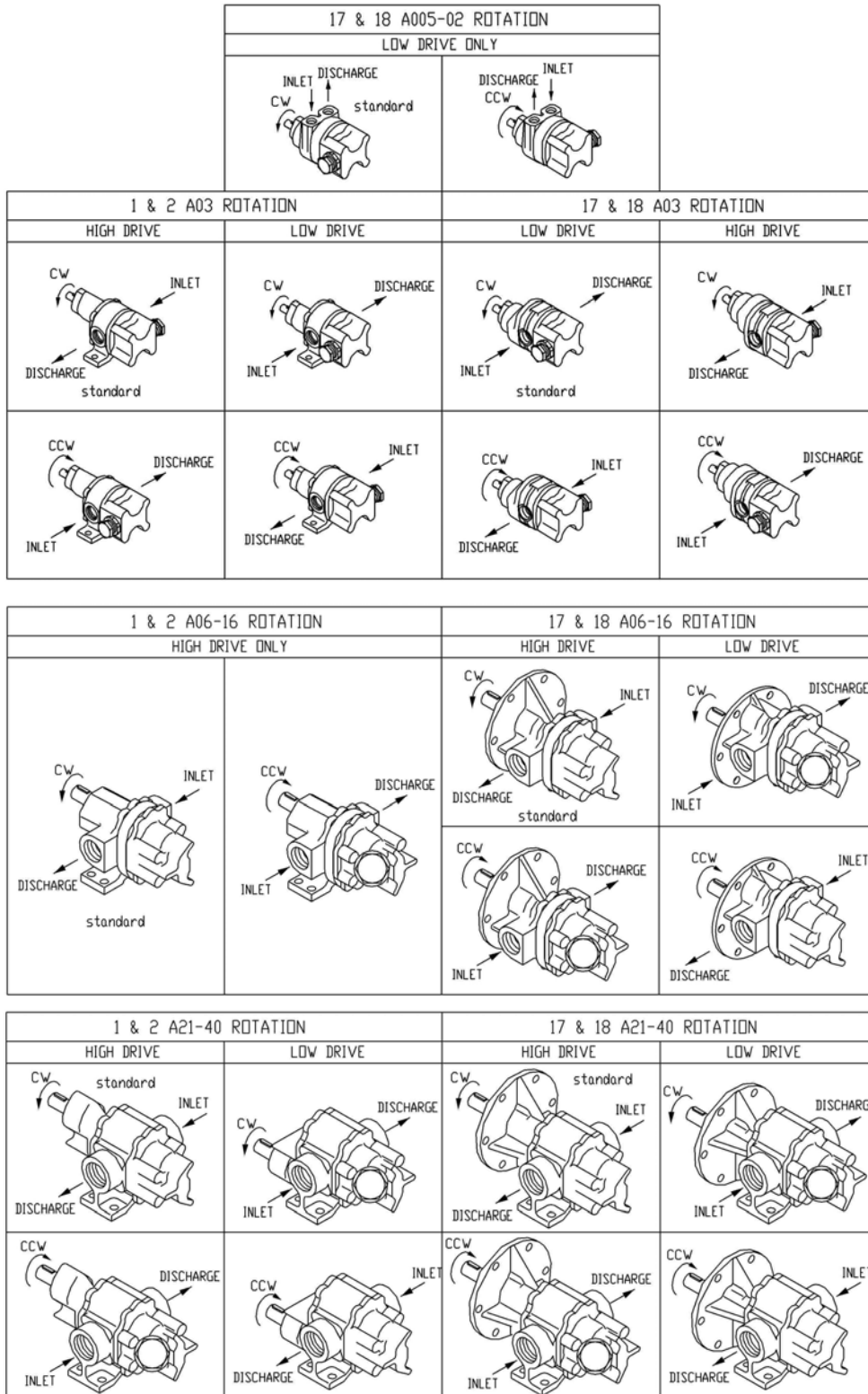
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# INSTALLATION

## Check Ports Versus Rotation:

Make sure the inlet and outlet ports have been correctly plumbed corresponding to the direction of rotation. See figure below for various configurations.



## Good Practice

**NOTE:** These are general guidelines and do not cover all possible situations.

It is the responsibility of the system integrator to apply this product properly.

### Plumbing

1. The inlet pipe should be as short and straight as possible to minimize suction pressure losses. Excessive restrictions at the inlet can cause cavitation resulting in poor performance, noise, vibration, or pump damage.
2. Slope the inlet plumbing appropriately to avoid air pockets.
3. Plumbing weight, misalignment with the ports or thermal expansion can exert excessive force on the pump. Plumbing must be properly supported and aligned with expansion joints, if required, to minimize these forces.
4. To prevent over pressure situations, install a relief valve as close to the pump outlet as possible. Install the relief valve before any shut-off valves.

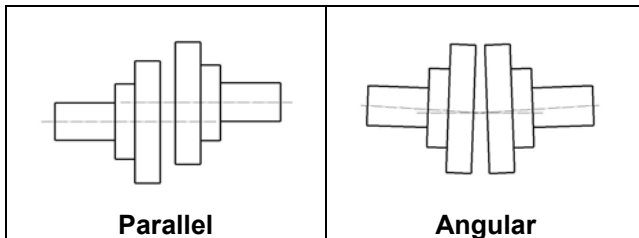
## Separate Pump and Drive Assemblies

### Driveline Guards

1. Assure adequate guards have been installed to prevent personnel contacting moving components.
2. Follow all OSHA, Federal, state and local codes.

### Check Alignment of Pump to Driveline

Excessive misalignment can overload the pump input shaft and cause premature failure. The figures below show parallel and angular misalignments.



### Mounting Base

1. Mount the unit on a rigid, heavy base to provide support and absorb shock. Bases should be designed for high rigidity, not just strength.
2. The pump feet were not designed for mounting to concrete and do not have enough contact area to prevent concrete from failing. When mounting to cement or concrete, use a steel base plate (supplied by others) to distribute the mounting stress over an area large enough to prevent the cement from failing. The base plate should be at least as thick as the pump feet. Grout it in place.

## Roper Pumps' Close Coupled Drives

Units where the drive mounts directly to the pump

- Exposed drivelines require guards.
- Alignment between pump and drive line is maintained by the assembly.
- Because the assembly absorbs reaction forces of the driveline, the mounting base does not need to be as robust. The level of rigidity and strength is determined by the piping stresses from the system.



Over-pressure may burst pump or system components. Always include a relief valve in installation. Do not over pressurize pump or block discharge line while running.



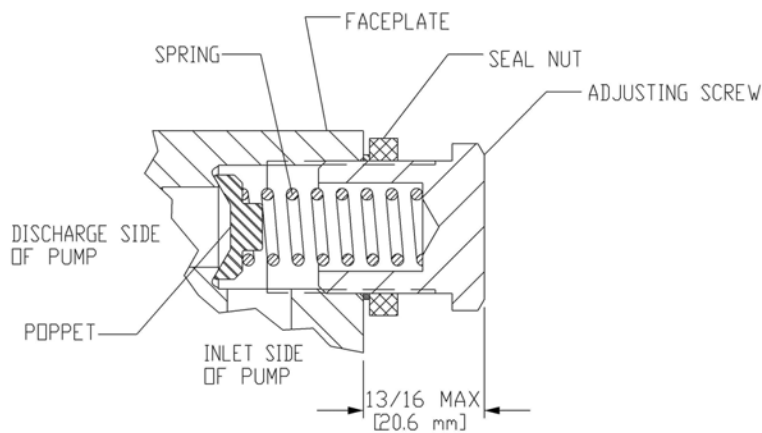
Operating without guards could result in serious injury or death. Machinery in operation can grab, crush, cut, mangle and dismember. Do not operate without adequate guards in place.

## PUMP RATINGS

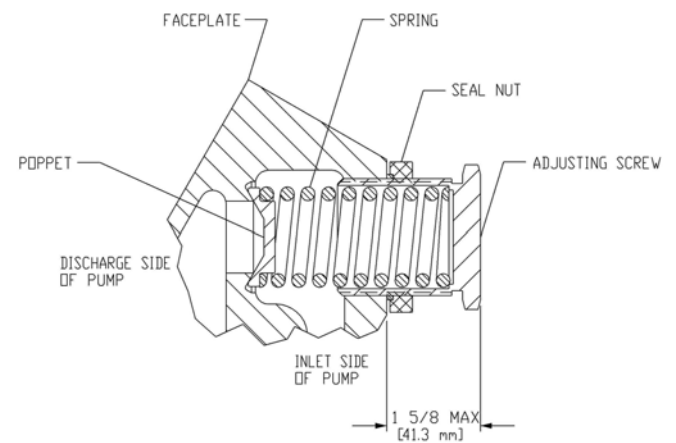
| Maximum Ratings |               |              |                |                 |
|-----------------|---------------|--------------|----------------|-----------------|
| Pump Size       | Flow Rate GPM | Pressure PSI | Temperature °F | Input Speed RPM |
| 005             | 1.8           | 300          | 212            | 3600            |
| 01              | 3.6           | 300          | 212            | 3600            |
| 02              | 7.6           | 300          | 212            | 3600            |
| 03              | 11.6          | 300          | 212            | 3600            |
| 06              | 11.2          | 150          | 212            | 1800            |
| 08              | 16.3          | 150          | 212            | 1800            |
| 12              | 23.5          | 150          | 212            | 1800            |
| 16              | 30.8          | 150          | 212            | 1800            |
| 21              | 40.2          | 150          | 212            | 1800            |
| 27              | 49.8          | 150          | 212            | 1800            |
| 32              | 59.1          | 150          | 212            | 1800            |
| 40              | 75.6          | 150          | 212            | 1800            |

## RELIEF VALVE

### SIZES 005 thru 03



### SIZES 06 thru 40



**The relief valve must be positioned as shown in instructions for direction of rotation – otherwise the valve is inoperable, discharge pressure will not be working against the relief valve.**

If the built-in relief valve is used, it is mandatory that the relief valve be set BY THE USER, since maximum relief valve pressure depends upon the viscosity and specific gravity of the liquid, the flow rate (pump RPM), and also the initial relief valve setting.

**NOTE:** The fact that the pump has the correct rotation and discharges liquid thru the desired port does NOT insure that the relief valve is installed in the correct position, or that it has the correct setting for the application.

## TO ADJUST RELIEF VALVE

**Warning:** Take precautions necessary to prevent personal injury or physical damage that could be caused by any loss of the product being pumped while adjusting relief valve.

**DO NOT adjust relief valve without all guards in place.**

Relief valve must be adjusted under conditions identical to the operating conditions (Viscosity, RPM, etc.)

1. Connect a pressure gauge near the pump in the discharge line between the pump and the point where the discharge line will be closed. (Some pumps have tapped and plugged holes in the case near the outlet which may be used for this connection.)
2. Loosen the sealing nut on the adjusting screw.
3. Back the adjusting screw out to the point where the end of the adjusting screw will be as shown on the Relief Valve drawing.
4. Start pump and close discharge line slowly. Do not exceed pressure rating of pump or other equipment between pump and discharge line valve. If this pressure is reached while closing the discharge valve, do not close any further. (This might occur with very high viscosity liquids.) It would then be necessary to install a separate relief valve in the system for protection. Do not run pump with closed discharge line for more than two minutes at a time.
5. With discharge valve closed, turn adjusting screw clockwise in ½ turn increments until the pressure gauge shows the desired pressure setting.
6. Tighten sealing nut.
7. Open discharge line, and turn pump off.

Relief valve is now set.

To replace spring and/or poppet, shut pump off, decrease the pressure on the spring and remove the plug cap by unscrewing it from the faceplate. After inspecting parts and replacing those required, reassemble the parts in reverse order to which they were removed, making sure the spring is centered on poppet and guide. Replace gasket and screw the plug cap into position and adjust pressure to desired setting. Tighten sealing nut.

A built-in relief valve should not be used on applications where the discharge must be closed for more than a few minutes. Prolonged operation with the relief valve fully by-passing will cause heating of the liquid circulating thru the valve, thus resulting in possible damage.

## MECHANICAL SEAL (AM) PUMPS

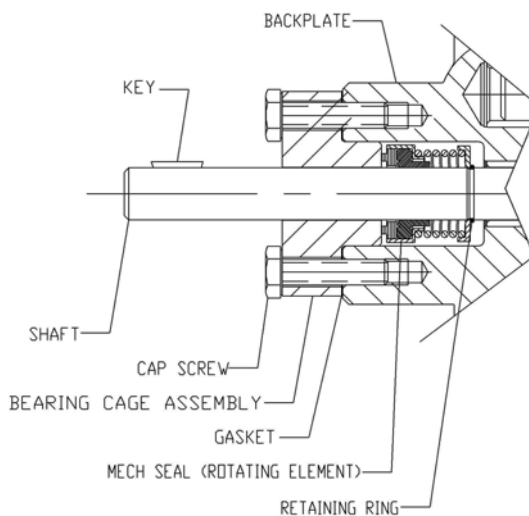
Mechanical seals do not require adjustment. Leakage developed at the seal may be due to one of the following conditions: worn, marred, or cracked rotating or stationary seal face, or bellows that have become hard, soft, cracked, expanded or extruded.

When replacing or servicing a mechanical seal, take particular care not to mar or scratch the sealing surfaces or injure the bellows. If the seal has been used, do not put it back into service unless both sealing surfaces are perfectly flat and smooth or else replaced.

To replace the mechanical seal, remove the key, cap screws, and bearing cage assembly (AM005 thru AM03) or seal retainer (AM06 thru AM40). Remove burrs and sharp edges from the end of shaft and keyway and clean the shaft. Next, the seal rotating parts may be removed from the shaft.

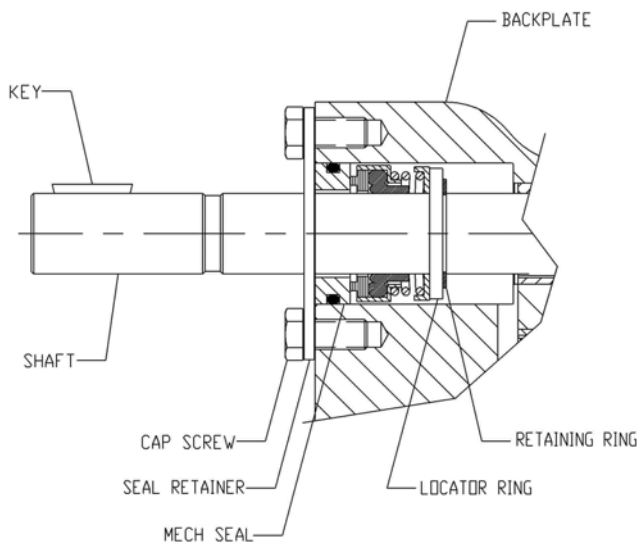
### AM005-AM03

To reassemble the mechanical seal on pump sizes AM005 thru AM03, lubricate with light machine oil the section of the shaft over which the seal is to be mounted. Slide the rotating element onto the shaft. Be sure it is properly positioned against the retaining ring. After checking the bearing cage and replacing, if required, coat the sealing surfaces with light machine oil. Install bearing cage and gasket and secure with cap screws.



### AM06-AM40

To reassemble the mechanical seal on pump sizes AM06 thru AM40, lubricate with light machine oil the section of the shaft over which the seal is to be mounted. Slide the locator ring over the shaft and back against the retaining ring. Slide the rotating element onto the shaft. Be sure it is properly positioned against the locator ring. After checking the stationary seal face and o-ring and replacing, if required, coat the sealing surface with light machine oil. Install stationary seal face and retainer plate and secure with cap screws.



## CHANGING FROM PACKED BOX TO MECHANICAL SEAL

When it is desirable to change from packed box to mechanical seal, remove the key, cap screws, packing plate, packing gland, packing rings and washer (AM06-AM40 only). The exposed surface of the shaft should be free from burrs and sharp edges. Clean the shaft and apply a film of light machine oil. Install the retaining ring. Refer above to install the seal.

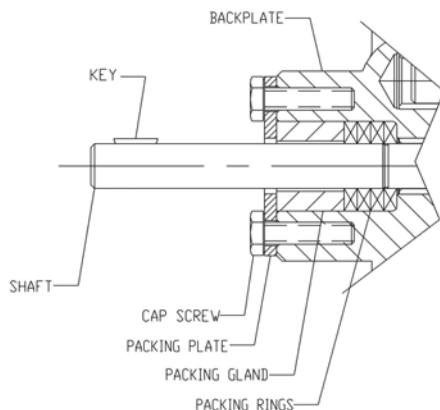
## LIP SEAL (AL) PUMPS

AL pumps with lip seals must be run in the clockwise direction of rotation only. Maximum discharge pressure is 100 PSIG (6.9 BAR) and maximum inlet pressure is 5 PSIG (3 BAR). For a pump equipped with a lip seal, follow these instructions. Leaking lip seals should be replaced. Note the direction of the lip on the old seal. Carefully pry the defective seal from the bore, making certain that the bore is not scored or damaged. Clean the shaft and bore. Inspect the shaft for wear. If worn or scored, replace. The exposed surface of the shaft should be free from burrs and sharp edges. Lightly oil shaft and bore into which the lip seal is to be fitted. Be careful not to damage the sealing lip and be certain that the lip on the new seal is turned the same direction as the old seal. Slide the seal onto the shaft and press into the bore.

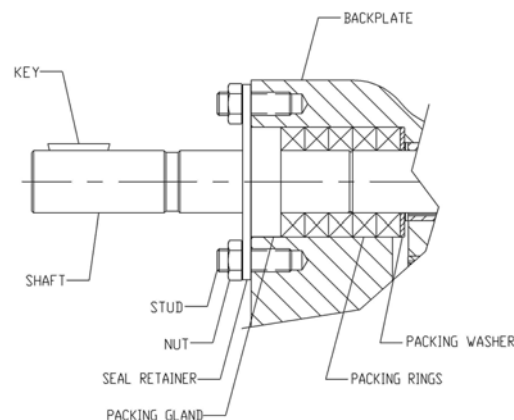
## PACKED BOX (AP) PUMPS

Operate the pump under normal conditions and, after a short run-in period, examine the packing for leakage. If leakage is excessive, stop the pump and follow the procedure described below. A slight leakage is a necessary and normal condition for packing and allows for expansion and proper seating.

### SIZES 005 THRU 03



### SIZES 06 THRU 40



To replace packing, remove the key, cap screws or nuts, packing plate, packing gland, and packing rings. (Packing hooks are commercially available to assist in removing the packing rings.)

Clean the shaft and adjacent parts. Examine the shaft. If it is excessively worn or scored, replace shaft and gear assembly. It is generally not recommended to reuse old packing rings. When installing packing, use formed packing rings. DO NOT use a one-piece spiral wrap of packing. Before installing packing, carefully clean the stuffing box and shaft.

Packing rings should be installed one ring at a time, with the joints of adjacent rings staggered approximately 180°. Each ring should be seated firmly before the next ring is installed.

The packing gland cap screws or nuts should first be evenly tightened with a wrench to seat the packing firmly in the stuffing box and against the shaft. DO NOT over-tighten the packing. The gland cap screws or nuts should then be backed off until finger-tight. After the pump is started, visually examine the stuffing box for excessive leakage. If the packing leakage exceeds ten drops per minute, stop the pump and adjust the gland nuts. The gland cap screws or nuts should be adjusted evenly in 1/6 to 1/3 turn (1 to 2 flats on the nut) increments. Start the pump and allow it to operate for several minutes. Again, visually examine the stuffing box for excessive leakage. Repeat the above procedure until the stuffing box leakage is between five to ten drops per minute.

DO NOT over-tighten the packing. Slight leakage is a necessary requirement for proper packing operation. Leakage of five to ten drops per minute when the pump is operating is desirable, as it will preserve the packing and avoid scoring of the shaft. Over-tight packing may score shafts, increase torque requirements of the pump, damage couplings and drives, and generate excessive heat.

The packing gland should be adjusted whenever leakage exceeds ten drops per minute. The condition of the packing should be checked at regular intervals, the frequency depending on the type of service. Experience will dictate how frequently the inspections should be made.



## TERMS & CONDITIONS AND LIMITED WARRANTY

This agreement (this "Agreement"), consisting of these Terms and Conditions, and the associated Order Acknowledgement is binding upon Roper Pump Company, hereinafter "SELLER," and the customer, hereinafter "BUYER." By placing an order for a product with the Seller, the Buyer agrees to these Terms and Conditions of sale and acknowledges that the person placing the order has the authority to enter into the Order Acknowledgement on Buyer's behalf.

**LEGAL EFFECT:** Except as expressly otherwise agreed to in writing by an authorized representative of Seller, the following terms and conditions shall apply to and form a part of any Order Acknowledgement. Seller may suspend its performance of any Order Acknowledgement if Buyer defaults in the performance of its duties under the Order Acknowledgement or under any other agreement between the Buyer and Seller.

**ACCEPTANCE:** The sale of goods and services is expressly conditional on Buyer's acceptance of Seller's terms and conditions as stated herein. Provided that Seller's terms and conditions have not been previously accepted by Buyer, Buyer's receipt of goods or services shipped under this Agreement constitutes acceptance of these terms and conditions. No additional, different or conflicting provisions proposed by Buyer are acceptable to Seller and are hereby specifically rejected, Seller being unwilling to sell goods on any terms conflicting with, limiting or modifying the terms hereof. Buyer shall not sell, transfer or otherwise provide any goods to another for resale without the prior, written authorization of Seller. Seller reserves the right to sell and to authorize other entities to sell such goods through all means and channels of distribution and in competition with Buyer. Buyer acknowledges that it has no authority to bind or contract in the name or for the account of Seller, to create any liability against Seller or to exert any direction or control over Seller's personnel.

**CHANGES:** This Agreement and the associated Order Acknowledgement constitutes the entire agreement between Seller and Buyer with respect to the subject matter thereof, and supersedes all prior oral or written agreements. This Agreement and the associated Order Acknowledgement may not be amended or modified, except by a further written agreement signed by an authorized representative of Seller. Seller reserves the right to make reasonable changes to an Order Acknowledgement, including changes as to packaging, testing, specifications, designs and delivery schedules. The terms and conditions of any purchase order or other instrument issued by Buyer or its agent in connection with this Agreement and the associated Order Acknowledgement or any goods sold thereunder that is in addition to or inconsistent with the terms and conditions of this Agreement or the associated Order Acknowledgement are null and void and shall not be binding on Seller. Buyer's changes made after formation of this Agreement that affect the schedule or requirements for services or otherwise affect the scope of this Agreement shall be submitted in writing by Buyer and shall become binding only if approved in writing by Seller's cognizant representative. All charges and delays resulting from such changes shall be solely determined by Seller and shall be binding upon Buyer.

**TERMINATION, SUSPENSION, AND CANCELED ORDERS:** Provided that Seller receives adequate written notice from Buyer, Buyer may terminate or suspend performance at Buyer's convenience subject to all reasonable charges, which charges shall be solely determined by Seller. Buyer cannot cancel or alter Orders without the Seller's written consent. If Seller grants such consent, Buyer will reimburse Seller for all of Seller's losses and expense caused by such cancellation or alteration, including without limitation all of Seller's additional costs caused by changes in design or specifications, or by product revisions, and all incidental and consequential damages incurred by Seller as a result of such cancellation or alteration. No goods may be returned to Seller except with Seller's written consent. Title in a returned good will pass when Seller takes possession of the returned goods.

**CREDIT:** The amount of credit offered by Seller to Buyer is contingent upon Seller's opinion of Buyer's capacity, ability, and willingness to promptly pay for goods and services received under the terms of this Agreement. Provided that, in Seller's opinion, there is a material adverse change in Buyer's financial condition and/or Buyer has not, within the agreed time, fully paid for goods and services previously supplied under this and/or another Agreement(s) with Seller, Seller reserves the right to revoke Buyer's credit and/or suspend performance on this and/or other orders for goods and services.

**PAYMENTS:** Standard terms for customers who qualify for credit net 30. A monthly service charge of 1.5% may be charged on amounts owed by Buyer to Seller that have not been paid within by the due date, subject to the maximum amount permitted by law.

**TAXES.** Buyer assumes exclusive liability for any and all taxes, tariffs, fees, duties, withholdings or like charges, whether domestic or foreign, now imposed or hereafter becoming effective ("Taxes") related to the goods and its purchases from Seller, including without limitation, federal, provincial, state and local taxes, value-added taxes, goods and services taxes, stamp, documentary, excise or property taxes, duties and other governmental charges.

**TITLE AND LIEN RIGHTS:** The equipment will remain personal property, regardless of how it is installed or affixed to any realty or structure. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law. Buyer agrees to cooperate fully with Seller in the filing of any financing statements, including Uniform Commercial Code (UCC) filings or other documents necessary to perfect such interests and liens. If Buyer defaults in its obligations under the Order



Acknowledgement before the price (including any notes given therefore) of the equipment has been fully paid in cash, Seller may take any and all actions permitted by law to protect its interests including, where permissible, repossession of such equipment.

**SHIPMENTS:** All sales are Ex-Works Factory (as such term is defined by the International Chamber of Commerce as of the date hereof). Shipping contracts made by Seller shall be to Buyer's account. All claims for loss or damage after risk of loss has passed to Buyer shall be filed by Buyer with the carrier. Buyer shall be liable to Seller for the full price of the goods, irrespective of loss or damage in transit. Seller shall not be required to provide freight cost receipts to Buyer at the time of invoice. Buyer shall bear all risk and expense for delivery of goods, including without limitation, shipping, loading, unloading, storage, freight, and insurance. Goods may be shipped to Buyer in whole or in part. Title to goods shall pass to Buyer when delivered to the carrier or the Buyer, whichever occurs first, even if the goods are shipped freight prepaid. Among other things, a signed delivery receipt or bill of lading will constitute proof of delivery. The choice of carrier is made solely at the discretion of Seller, and Seller makes no representation as to the acceptability of a particular carrier. Except when Seller expressly agrees in writing, Seller does not guarantee shipment or delivery by a certain date or time, although Seller will strive to deliver goods by the date that it may communicate to Buyer. Seller shall not be liable to Buyer, or any other person, for any loss or damage of any kind which results from delay in shipment, delivery, or failure to give notice of delay, whether or not such delay was caused by Seller or otherwise. Seller reserves the right to backorder any goods and to ship from backorder in such order as Seller determines.

**LIMITED WARRANTY:** Seller warrants, to its original Buyer, that goods manufactured by Seller are free from defects in material and workmanship for 12 months from date of shipment (except for specified products with warranties that supercede this limited warranty. Please consult factory for these products). The Buyer hereby acknowledges and agrees, though free from defects in material and workmanship at the time of shipment, that the useful life of goods manufactured by Seller will vary depending upon the Buyer's frequency of use, application, and other factors, with regard to such goods. In that respect, notwithstanding any other provision to the contrary in the Agreement, these Terms and Conditions, or the Order Acknowledgement, the Seller specifically does not warrant the useful life of any product. If a failure to conform to specifications or a defect in materials or workmanship is discovered within this period, Seller must promptly be notified in writing within thirty (30) days, which notification, in any event must be received no later than 12 months from the date of shipment. Within a reasonable time after such notification, Seller will correct any failure to conform to specifications or any defect in materials or workmanship, or in lieu of such repair, and at its sole option, shall replace the equipment. **THE ABOVE ARE THE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** Seller does not warrant: (a) defects caused by failure to provide suitable installation environment for the product, (b) damage caused by use of the product for purposes other than those for which it was purchased, (c) damage caused by disasters such as fire, flood, wind, and lightning, (d) damage caused by unauthorized attachments, or modification, (e) any other abuse or misuse by the Buyer, including improper installation; or (f) goods which have been damaged or altered by Buyer or its customers. Each good sold by Seller to Buyer shall be deemed to be without defect and in conformity with its specifications and the terms of this Agreement and the associated Order Acknowledgement even though reasonable variances may exist. As a result, Seller cannot and does not guarantee that goods sold hereunder, whether in whole or in part, will exactly match in specification or otherwise, and Buyer acknowledges that reasonable variance is permissible. Additionally, Seller shall have no liability if a good does not conform to any applicable state, county or local ordinance, as the conformity of a good to each state, county and local ordinance is the sole responsibility of the Buyer. Seller reserves the right to change its goods and the components of its goods without prior notice to Buyer, although in circumstances where an order from Buyer has been accepted by Seller, Seller will use commercially reasonable efforts to ensure that such change will not affect performance of the good in a materially adverse manner.

**EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER MAKES NO OTHER WARRANTIES FOR A PRODUCT OR UNDER THIS AGREEMENT OR ANY ORDER ACKNOWLEDGEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, AND INCLUDING THE WARRANTY OF MERCHANTABILITY. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE STATE LAW, BODILY AND PERSONAL INJURY.**

**INDEMNITY; LIABILITY LIMITATION:** Buyer hereby agrees to indemnify, reimburse in full, defend and hold harmless Seller, its subsidiaries, affiliates, officers, directors, personnel and agents from and against any and all liability, claims, suits, actions, losses, costs or expenses including (without limitation) reasonable attorneys' fees relating to or arising out of any claim or demand (a) for any Taxes or related penalties and interest, (b) due to Buyer's breach of the Order Acknowledgement; (c) that Buyer's customers or a third party may make against Seller based upon or arising from damage due to the acts and/or omissions of Buyer or due to the installation of the goods; (d) for infringement or misappropriation of a third party's intellectual property rights based upon Seller's incorporation of any designs, formulas or specifications in any goods where such designs, formulas or specifications have been specifically ordered or requested by Buyer. To the maximum extent allowable under applicable law and excluding those liabilities that by law Seller cannot limit or disclaim, (i) Seller's aggregate liability arising from or relating to this Order Acknowledgement or goods, regardless

of the cause of action asserted, is limited to the amount paid by Buyer to Seller for the applicable goods and (ii) Seller shall not be liable for any special, incidental, consequential, indirect, or punitive damages, including without limitation, lost revenues, loss of use of the goods, loss resulting from improper storage, processing, padding/cushion, delay in delivery or shipment or errors in shipment or labeling, loss of data, or the cost of any substitute goods or related equipment, even if Seller has been advised of the possibility of such damages.

**EXPORT RESTRICTIONS:** Buyer shall not export or re-export goods in violation of any applicable laws or regulations of the United States or the country in which Buyer obtained them.

**CONFIDENTIAL INFORMATION.** During the term of this Agreement and the associated Order Acknowledgement and for the longer of (a) three (3) years following its termination and (b) for such Confidential Information of Seller that is a Trade Secret of Seller as defined by applicable law, for the life of such Seller Trade Secret, Buyer agrees to receive and hold Confidential Information of Seller in trust and in strictest confidence and shall not use, reproduce, distribute, disclose or otherwise disseminate any Confidential Information except as necessary to perform its obligations hereunder.

Disclosures of the Confidential Information may be made only to Buyer's employees and agents who have a specific need to know and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means confidential information relating to the business, products and services of Seller which is or has been disclosed to Buyer, and which has value to Seller and is not generally known to Seller's competitors, including (without limitation), information regarding the specifications provided to Buyer by Seller and Seller's product plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, R&D activities and know-how.

**CONTROLLING LAW:** This Agreement and the associated Order Acknowledgement entered into hereunder shall be governed and construed in accordance with the laws of the State of Georgia and of the United States of America without reference to any conflicts of law principles; the parties submit themselves to the jurisdiction of the federal and state courts located in Jackson County, Georgia, which shall have exclusive jurisdiction of any disputes arising hereunder, and the parties waive any objection to venue therein. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions shall not be applicable. In the event legal action is undertaken by Seller to collect any amounts due to Seller by Buyer hereunder and if Seller prevails in such action, then Buyer shall reimburse Seller for its reasonable attorney fees and costs incurred in conjunction with such action, which amount shall not exceed the maximum amount allowed by law of the forum in which such action is brought.

**ASSIGNMENT:** Neither this Agreement nor any associated Order Acknowledgement may be assigned by the Buyer, or its contents publicized by the Buyer, without the written consent of Seller. Seller shall have the right to assign, transfer or sublicense all or any part of this Agreement or any associated Order Acknowledgement to another at any time and without the consent of Buyer.

**MISCELLANEOUS:** The various provisions of this Agreement and any associated Order Acknowledgement are severable, and any determination of invalidity or unenforceability of any one provision hereof shall no bearing on the continuing force and effect of the remaining provisions hereof. This Agreement and any associated Order Acknowledgement and the terms and conditions contained herein constitute the entire understanding of the parties with respect to the purchase and sale of the goods, and any prior agreements, with respect thereto, whether written or oral, are superseded hereby. This Agreement and any associated Order Acknowledgement shall be binding on the parties and their respective successors and any permitted assigns.

**ELECTRONIC DATA INTERCHANGE.** The parties may execute a Order Acknowledgement by transmitting and receiving the data contained in the Order Acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such Order Acknowledgement, the parties further agree that the data transmitted herein will be considered "in writing" and to have been "signed." The parties agree not to contest the validity or enforceability of a Order Acknowledgement because of the electronic origination, transmission, storage or handling of such Order Acknowledgement. Any computer printout of the data contained in the Order Acknowledgement will be considered an "original" when maintained in the ordinary course of business and will be admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. The parties agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in a Order Acknowledgement is authorized and to protect its business records and data from improper sources.