





SERIES RGXII

"ANTI-SURGE" SEWAGE AIR RELEASE AND VACUUM BREAK VALVES





AIR RELEASE & VACUUM BREAK VALVES SERIES RGXII "ANTI - SURGE"

The Unique defence against pipe bursts and pipeline system damage!

The Vent-O-Mat Series RGXII "Anti-Surge" sewage air release and vacuum break valve, is an evolution of market feedback and the incorporation of the already proven Vent-O-Mat technology which itself resulted from years of extensive research. The valve unlike many others is not just an adaption of an air valve to handle sewage valve but the result of over 30 years of dealing with sewage and seeing what works and adapting it to the needs of the end user

The basis of the Vent-O-Mat design is in the understanding of the physical laws that govern air valve and pipeline operation. Reaction to pipeline dynamics is therefore instantaneous and protection provided is relevant to the pipeline's needs.

Vent-O-Mat Series RGXII truly represents the pinnacle of valve design evolution. This valve design provides the most comprehensive, effective and efficient pipeline protection relative to initial cost of any other available pipeline component. This can easily be gauged from the below:

Automatic Surge Protection

The unique Series RGXII valve incorporates as standard, three design features to automatically protect a pipeline, under all pipeline operating conditions, from the destructive surge and water hammer phenomena. These features are independent of any mechanical devices ensuring reaction in a very low millisecond time span.

Effective Air Release

The RGXII design ensures effective de-aeration under all pipeline flow and operating conditions, via either one of three discharge orifices.

Vacuum Protection

The RGXII series large orifice diameters equal the nominal size of the valve. This ensures the least possible resistance to the intake of air and consequently the least possible negative pressure within a draining pipeline. The use of solid, cylindrical floats ensures instantaneous reaction, discourages the "Venturi" phenomenon and is a further guarantee of effective vacuum protection.

Guaranteed Performance

The RGXII has been designed and developed to provide the optimum usable and safe performance relative to all functions. Selection data has been substantiated through third party testing and can therefore be confidently referenced.

The surge protection function of the RGXII design has been incorporated in the well-known **SURGE 2000** surge analysis software program and can be analyzed with great accuracy in other commercially available surge analysis programs such as FLOWMASTER and TRANSAM.

Unparalleled Service

Vent-O-Mat is committed to customer service and to the selling of solutions. Our highly dedicated team is available at all times to assist with air valve sizing and positioning. Assistance is also provided in finding the most cost effective and/or efficient surge protection strategy relevant to the pipeline's needs.

International Representation

Vent-O-Mat is represented in the following countries and regions:

* USA	* Thailand	* South Africa	* Namibia	* Kuwait
* Canada	* Germany	* Zimbabwe	* Hong Kong	* Brazil
* Caribbean	* Kenya	* Tanzania	* Taiwan	* France
* United Arab Emirates	* Egypt	* Malawi	* New Zealand	* Singapore
* South America	* UK	* Zambia	* Vietnam	* Australia





CATALOGUE INDEX

Introduction	1
Recommended Installation Arrangements	2
Operation	3
Available Discharge Connections	4
Component Description & Material Specification Epoxy Coated Cast Body - Flanged Inlet DN50 (2") to DN200 (8")	5
General Specifications Epoxy Coated Cast Body - Flanged Inlet DN50 (2") to DN200 (8")	6
Component Description & Material Specification Full Stainless Steel Body - Threaded Inlet DN50 (2") and Flanged Inlet DN50 (2") to DN200 (8")	7
General Specifications Full Stainless Steel Body - Threaded Inlet DN50 (2") and Flanged Inlet DN50 (2") to DN200 (8")	8
Small Orifice Discharge Performance	9
Selection and Positioning	10 & 11
Surge and Water Hammer Protection	12
Purchase Specification	13
Ordering Guide	14

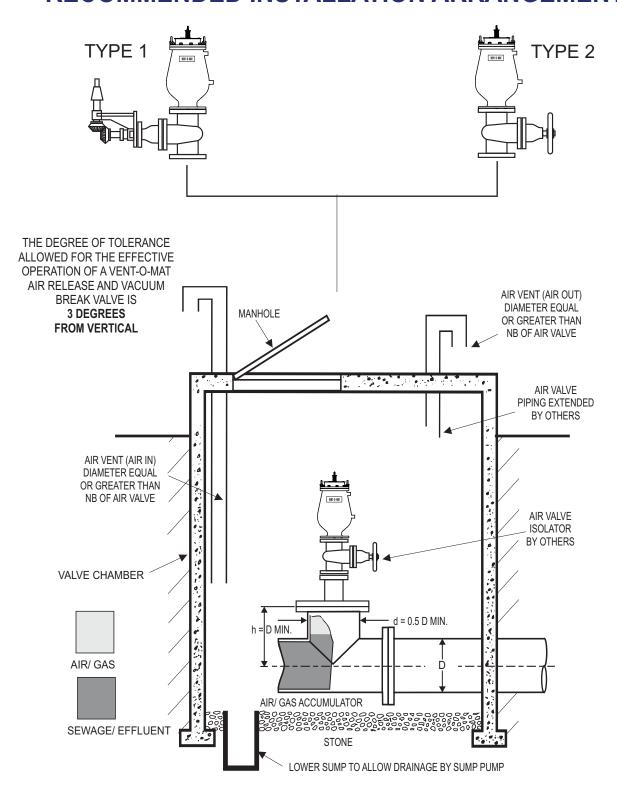


Why Series RGXII?

- DESIGN the RGX II has been designed owing to customer demand. When taking into account customer requests that influenced the design, key benefits that Vent-O-Mat was originally famous for was not compromised but further ones were incorporated into the new design.
- "ANTI SHOCK" "ANTI SURGE" The RGX II is a air release valve that is supplied as standard with a mechanism to prevent pipeline damage from the high induced pressure transients associated with high velocity air discharge. Surge resulting from liquid column separation and liquid oscillation is dramatically reduced as an automatic function of this mechanism. this same mechanism allows for controlled filling of the pipeline, maintaining controlled discharge at all times.
- COMPACTNESS The RGXII is more compact and shorter without compromising the pressure rating of the valve.
- FULL PORT OPENING ON NEGATIVE PRESSURE -During pipeline draining and instance of surge, the valve will allow the intake of air to the full nominal bore of the of the valve. The RGX II series large orifice diameters equal the nominal size of the valve, i.e., a 8" valve has a 8" orifice. This ensures the least possible resistance to the intake of air and consequently the least possible negative pressure within a draining pipeline.
- SEALING The RGXII has been designed for low head sealing as well where line pressures are generally lower than normal.
- MATERIALS The RGXII is now available with a fusion bonded Ductile Iron Body as well as a 304 or 316 Stainless Steel Body.
- PERFORMANCE The RGXII has been designed and developed to provide the optimum usable and safe performance relative to all functions.
- QUALITY The RGXII economically offers the highest quality construction and materials available in an air release and vacuum break valve. Stringent manufacturing and test procedures are maintained to ensure the best possible service and reliability is given by every valve produced.
- SERVICEABILITY The RGXII design facilitates extreme ease of service and maintenance. Components are in corrosion free materials to allow problem free disassembly and reassembly even after many years of operation. All maintenance spares are replaceable without special tools or skills.
- BACK UP Vent -O- Mat provides highly committed customer orientated sales, service, spares and technical back up - TRY US!!!



Series RGXIIb RECOMMENDED INSTALLATION ARRANGEMENTS

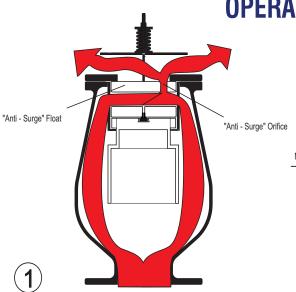


TYPICAL VALVE CHAMBER

VENT-O-MAT®

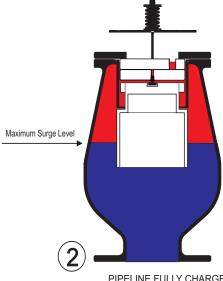


Series RGXII OPERATION



PIPELINE FILLING (SUB CRITICAL AND EXCESSIVE SEWAGE/ EFFLUENT APPROACH VELOCITY)

Air/gas flows through the annular area around the control float assembly and to atmosphere through the large orifice.



PIPELINE FULLY CHARGED

Sewage/effluent has entered the the valve chamber and buoyed the floats to close both the large and the small orifice. The design's compression/ volume relationship prevents the media from ever exceeding the maximum surge level indicated above . The resultant sewage/ effluent free area protects against the failing of the orifice seals by solids or high viscous substances



PRESSURIZED AIR/GAS RELEASE PIPELINE OPERATING

The volume of disentrained air/gas increases in the valve, displacing the sewage/effluent to below the normal operating level. This results in the control float dropping away from the small orifice. The pressurized air/gas is then discharged to atmosphere. Once all additional air is discharged the control float will close the small orifice. Restore the sewage effluent to the normal operating level.



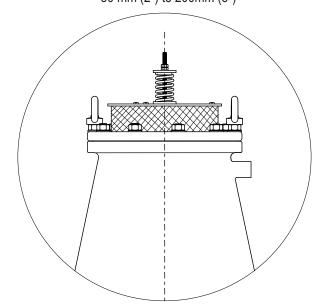
VACUUM RELIEF (AIR INTAKE) PIPELINE DRAINING

Upon pump stop, Sewage/effluent drains from the sewage air valve and The negative differential created by the draining liquid causes atmospheric air to push the "Anti-Surge" Float down, opening the Large Orifice and allows air to displace the draining liquid to prevent potentially damaging internal negative pressure.

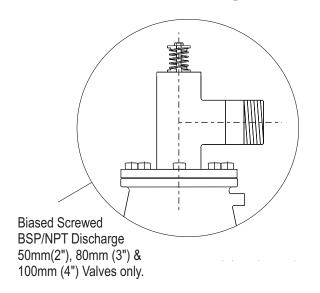


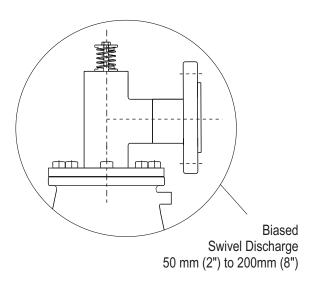
Series RGXIIb AVAILABLE DISCHARGE CONNECTIONS DN50 (2") TO DN200 (8")

Standard Screen Discharge 50 mm (2") to 200mm (8")



Alternative Arrangements can be provided on request





*NOTE
Discharge Connections Are Equal To Valve Pressure Rating
Information subject to change without prior notice

page: 4 Revision Date: Sept 2015





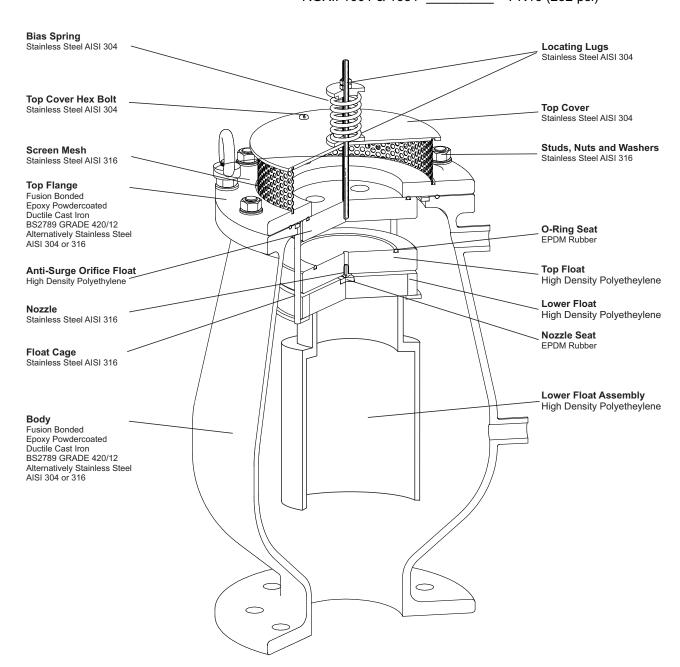
Series RGXII

COMPONENT DESCRIPTION & MATERIAL SPECIFICATION FLANGED - DN50(2") - DN200(8")

Type: End Connection:

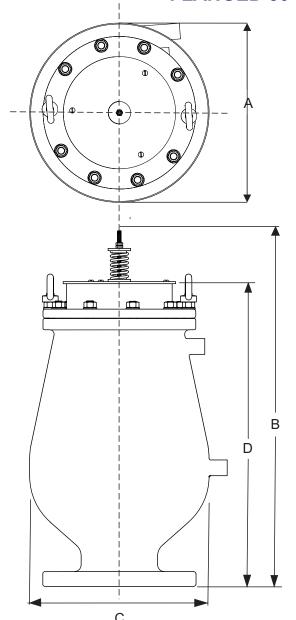
Series RGX II - Double Orifice (Small & Large Orifice) with Anti Shock Orifice Mechanism.

Flanged





Series RGX II GENERAL SPECIFICATIONS FLANGED 50 (2") TO 200 (8")



Type:

Double Orifice (Small & Large Orifice) with Bias mechanism for large volume air intake and controlled air discharge.

End Connection:

Flanged - BS EN 1092 Table 10 / 16 Flanged - ASME B16.5 Class 150

Nominal Sizes:

DN50 (2"), DN80 (3"), DN100 (4"), DN150 (6") & DN200 (8")

Operating Temperature Range:

4° C (40°F) to 80°C (176°F)

 Model No's:
 Operating Pressure

 RGXII 1001 / 1031
 PN10 (145 psi)

 RGXII 1601 / 1631
 PN16 (232 psi)

Function:

- i) High volume air intake pipeline draining
- ii) Pressurized air/gas discharge pipeline filled.
- iii) Controlled air discharge pipeline filling.
- iv) Surge dampening high velocity air/gas discharge, liquid column separation & liquid oscillation.

Valve Selection:- Pages 10 - 11

Materials of Construction:- Page 5

Installation:- Page 2

Standard Factory Tests:

- i) Hydrostatic test -1.5 x max. rated working pressure
- ii) Low head leak test 0.2 bar (2.9 psi)
- iii) Small orifice function test at max. rated working pressure (minimum 1 valve in 10).

OVERALL DIMENSIONS & WEIGHTS

DI	V	Model No.	ļ ,	Ą	E	3		2	[)	Weight	S/Steel	Weig	ht Cast
mm	in		mm	in	mm	in	mm	in	mm	in	kg	lbs	kg	lbs
50	2	050 RGXIIb 1011/21 & 1611/21	174	7	413	16	155	6	363	14	13	29	16	35
80	3	080 RGXIIb 1001/31 & 1601/31	230	9	640	25	273	11	546	22	30	66	40	88
100	4	100 RGXIIb 1001/31 & 1601/31	230	9	645	25	273	11	546	22	30	66	40	88
150	6	150 RGXIIb 1001/31 & 1601/31	340	13	772	30	400	14	680	28	60	132	70	154
200	8	200 RGXIIb 1001/31 & 1601/31	355	14	940	37	526	21	846	33	80	176	115	253





Series RGX II

COMPONENT DESCRIPTION & MATERIAL SPECIFICATION FULL STAINLESS STEEL BODY THE ADER IN STANCED IN STA

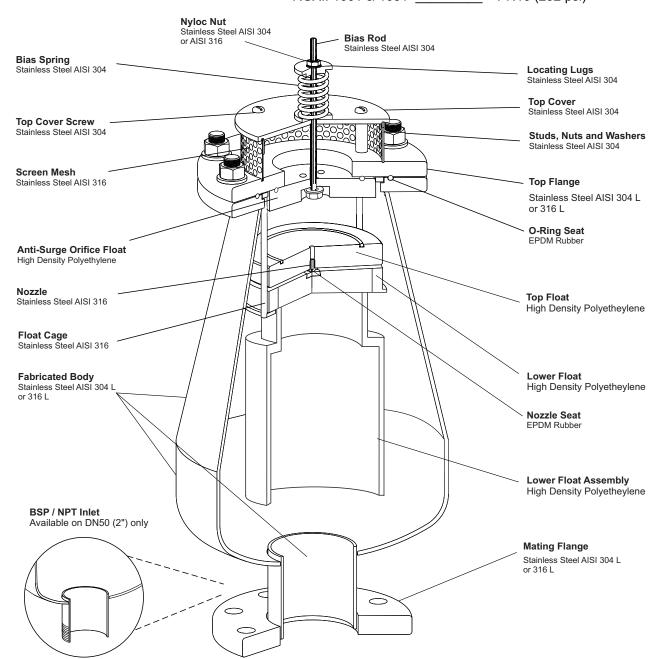
THREADED INLET DN50 (2") & FLANGED INLET DN50 (2") - DN200 (8")

Type:

Series RGX II - Double Orifice (Small & Large Orifice) with Anti Shock Orifice Mechanism.

End Connection:

Flanged

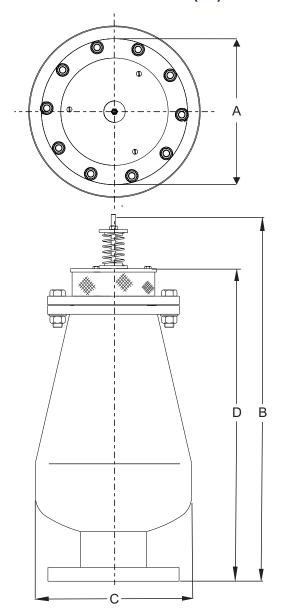




Series RGXII

GENERAL SPECIFICATIONSFULL STAINLESS STEEL BODY

THREADED INLET DN50 (2") & FLANGED INLET DN50 (2") - DN200 (8")



Type

Double Orifice (Small & Large Orifice) with Bias mechanism for large volume air intake and controlled air discharge.

End Connection:

Screwed BSP / NPT DN50 (2") only Flanged - BS EN 1092 Table 10 / 16 Flanged - ASME B16.5 Class 150

Nominal Sizes:

DN50 (2"), DN80 (3"), DN100 (4"), DN150 (6") & DN200 (8")

Operating Temperature Range:

4°C (40°F) to 80°C (176°F)

 Model No's:
 Operating Pressure

 RGXII 1001 / 1031
 PN10 (145 psi)

 RGXII 1601 / 1631
 PN16 (232 psi)

Function:

- i) High volume air intake pipeline draining
- ii) Pressurized air/gas discharge pipeline filled.
- iii) Controlled air discharge pipeline filling.
- iv) Surge dampening high velocity air/gas discharge, liquid column separation & liquid oscillation.

Valve Selection:- Page 10 - 11

Materials of Construction:- Page 7

Installation:- Page 2

Standard Factory Tests:

- i) Hydrostatic test -1.5 x max. rated working pressure
- ii) Low head leak test 0.2 bar (2.9 psi)
- iii) Small orifice function test at max. rated working pressure (minimum 1 valve in 10).

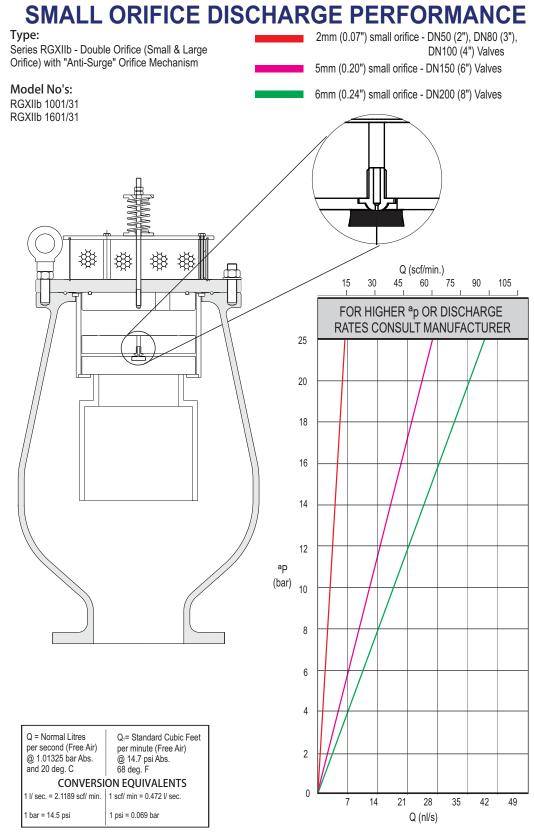
OVERALL DIMENSIONS & WEIGHTS

DN	1	Model No.	A	4	Е	3	(<u> </u>		D	Weigh	t S/Steel
mm	in		mm	in	mm	in	mm	in	mm	in	kg	lbs
50	2	050 RGXIIb 1011/21 & 1611/21	174	7	410	16	141	6	360	14	13	29
80	3	080 RGXIIb 1001/31 & 1601/31	230	9	650	25	273	11	550	22	30	66
100	4	100 RGXIIb 1001/31 & 1601/31	230	9	650	25	273	11	550	22	30	66
150	6	150 RGXIIb 1001/31 & 1601/31	340	13	798	30	406	16	704	28	60	132
200	8	200 RGXIIb 1001/31 & 1601/31	355	14	950	37	508	20	856	34	80	176





Series RGXIIb





Series RGXII SELECTION & POSITIONING

time to allow flexibility to the designer to move within certain parameters which eventually allows the most suited and economically change in altitude and hence change in atmospheric pressure and is based on the assumption that more than one valve per section MPORTANT NOTE: The graph is based on vacuum breaking and limiting vacuum to 0.34 bar (5 psi) below atmospheric. It is not good practice to go below 0.69 bar (10 psi) absolute (0.303bar (4.4 psi) differential in pipeline at sea level). The graph allows for

ASSUMMING AN INDIVIDUAL SECTION) EXAMPLE OF VALVE SIZING GRAVITY OR PUMPED PIPELINES)

ACTUAL SELECTION

is used for vacuum protection and venting

viable valve to be selected.

All the relevant information has been condensed into one graph to enable valve selection to be simple and easy and at the same

VALVE

SELECTION FROM GRAPH

A ø 400mm (16") pipeline draining at 3771/sec which equates to 3m/sec (10ft/s) what valve size should be selected?

valve would be operating on it's limit and it may be prudent to change to a DN100 -rom the 3m/sec (10ft/s) point, move vertically until the ø 400mm (16") pipe size centre of the operating band of a DN80 (3") Vent -O- Mat RGX valve. But. if for example, the drainage rate is 503l/sec which equates to 4m/sec (13.2ft/s), the norizontal line is intersected. This places the intersection point squarely in the 4") Vent -O- Mat RGX

Selection is based on the premise that pipelines are generally filled at a slower rate than they are drained, scoured or at which separation occurs (a maximum fill/ drain

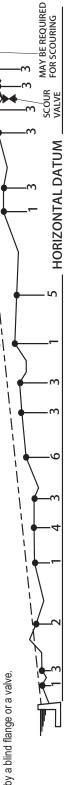
VALVE POSITIONING

- 1. ON APEX POINTS (relative to hydraulic gradient).
- 5 METERS (16 FEET) BELOW APEX POINTS FORMED BY INTERSECTION OF PIPELINE AND HYDRAULIC GRADIENT i.e. where pipeline siphoning over

Gradient a sewage air release valve positioned on the apex would break the siphon. If positioning on apex is required a modified VENT-O-MAT Series RGX can be

- 3. NEGATIVE BREAKS (increase in downward slope or decrease in upward slope)
- 4. LONG HORIZONTAL SECTIONS every 600 meters (1/3 of a mile) maximum.
- LONG DESCENDING SECTIONS every 600 meters (1/3 of a mile) maximum. 5. LONG ASCENDING SECTIONS - every 600 meters (1/3 of a mile) maximum.
- PUMP DISCHARGE (not shown in diagram) just subsequent to non return valve.

 - BLANK ENDS (not shown in diagram) where a pipeline is terminated



HYDRAULIC GRADIENT

valve size, this allows the designer to see at a glance if the valve is too close to approaches - 0.34 bar (5 psi) and the lower portion - 0.1 bar (1.45 psi) for each size. Consideration must be given to the fact that the upper portion of the band

It's operating limits and to select the next valve size.

This point should fall within the operating band of a particular valve

horizontally from the pipe size finding the intersecting point 2. Move vertically on the graph from the m/s point and move or column separation for a particular pipeline section.

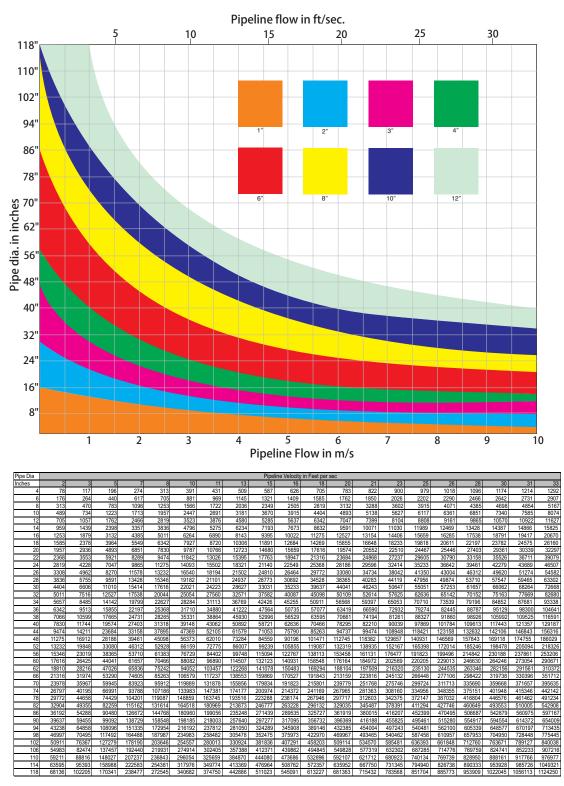
Determine the maximum drainage rate in m/s either for scouring, pipe rupture

ratio of 1:1).





Series RGX SELECTION & POSITIONING



Conversion Table ft/sec of Pipeline Velocity to gal/min



Series RGXII SURGE & WATERHAMMER PROTECTION

Introduction

The Vent-O-Mat Series RGXII "Anti-Surge" sewage air release and vacuum break valve, is an evolution of market feedback and the incorporation of the already proven Vent-O-Mat technology which itself resulted from years of extensive research. The valve unlike many others is not just an adaption of an air valve to handle sewage valve but the result of over 30 years of dealing with sewage and seeing what works and adapting it to the needs of the end user.

Surge Protection - Initial Filling

The RGXII is always biased in the "Anti-Surge" mode meaning all air release is controlled through the "Anti-Surge" Orifice which is aerodynamically engineered to throttle air discharge when liquid approach velocity would otherwise become too great and induce an unacceptable pressure rise. The air throttling action increases resistance to the flow of the approaching liquid which consequently decelerates to a velocity which reduces the pressure rise when the valve closes (see operation of valve on pages3). Vent-O-Mat series RGXII is an essential precaution for pipeline priming.

Surge Protection - Pump Trip Conditions

In instances where a pipeline experiences liquid column separation due to pump stoppage, high shock pressures can be generated when the separated liquid column rejoins.

The Vent-O-Mat series RGXII takes in air through the unobstructed large orifice when liquid column separation occurs, but controls the discharge of air/gas through the "Anti-Surge" Orifice as the separated column commences to rejoin. The rejoining impact velocity is thereby considerably reduced to alleviate high surge pressures in the system (see operation of valve on page 3).

Other surge control measures may, dependant on pipeline profile, diameter and operating conditions, be needed to provide the primary surge alleviation function with the Vent-O-Mat sewage air-valves forming an integral and valuable addition in a combined strategy for further reducing surge pressures. The benefit of the "Anti-Surge" Orifice can be readily demonstrated by suitable surge modelling software.

Surge Protection - Pipeline Operating

The operation of valves and similar flow control devices can cause high-pressure transients in an operating pipeline.

The unique, single chamber design of the Vent-O-Mat series RGXII valve enables a pocket of air to be trapped in the valve chamber. Automatic operation of the small orifice control float regulates the volume of air entrapped.

The volume maintained in the valve will provide a cushioning benefit to the pipeline for short duration transient pressure "spikes". This effect can be modelled by the design engineer using suitable surge software.

Computer Modelling

The effectiveness of Vent-O-Mat "Anti-Surge" technology has been substantiated by independent third party testing and by thousands of applications globally. Effective computer modelling, based on practical tests, has been ensured in the well-known and respected commercially available surge analysis software programmes such as AFT impulse, FLOWMASTER, Watham and SURGE 2000.

Technical and Financial Benefits

- 1. Improved all deviation of surge behaviour including reduction of:
 - Surge pressure magnitudes by slowing surge velocities
 - Duration of oscillation following a pump trip, as the sewage air-valve continuously absorbs and dissipates the energies of the surge.
- 2. Potential for reduction in size and/or quantity of conventional surge protection devices such as surge vessels etc.
- Automatic protection during initial filling when most surge protection devices are not operational.
- 4. Holistic protection as each sewage air valve installed has design features to automatically damp surges.
- 5. The valve is virtually maintenance free.





SERIES RGXII PURCHASE SPECIFICATION

VENT -O- MAT MODEL NO. Page 5 - Series RGXII

CONSTRUCTION & DESIGN

The Sewage Air Release & Vacuum Break Valve shall consist of a ductile iron or stainless steel body, Stainless steel direct acting float and solid large orifice and "Anti-Surge" floats in H.D.P.E. - stainless steel nozzle and Stainless steel top cap and EPDM rubber seals and seat.

The valve shall have an integral "Anti-Surge" Orifice mechanism which shall limit transient pressure rise or shock induced by closure to less than 1.5 x valve rated working pressure, however, must open to the full diameter of the valve size during a negative pressure.

The intake orifice area shall be equal to the nominal size of the valve i.e., a 150mm (6") valve shall have a 150mm (6") intake orifice. Large orifice sealing shall be effected by the flat face of the control float seating against a EPDM rubber 'O' ring housed in a dovetail groove circumferentially surrounding the orifice.

Discharge of pressurized air shall be controlled by the seating & unseating of a small orifice nozzle on a EPDM rubber seal affixed into the control float. The nozzle shall have a flat seating land surrounding the orifice so that damage to the rubber seal is prevented.

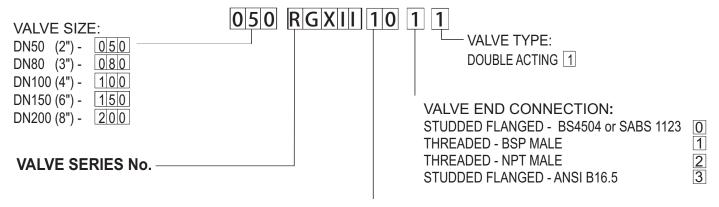
The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to 1.5 times the designed working pressure. Connection to the valve inlet shall be facilitated by flanged ends conforming to PN10/16, ratings of BS EN 1092 or SABS 1123 Standards or ANSI B16.5 Class 150. AS 4087 Fig. B7, AS 2129 Table E. Flanged ends shall be supplied drilled to the Specified Standard.

OPERATION

- 1. Prior to the ingress of liquid into the valve chamber, as when the pipeline is being filled, valves shall vent through the "Anti-Surge" orifice at all times.
- 2. Valves shall not exhibit leaks or weeping of liquid past the large orifice seal at operating pressures of 0,5 bar (7.2 psi) to 1.5 x valve rated working pressure.
- 3. When pipeline is fully charged valves shall respond to the presence of air/gas by discharging it through the small orifice at any pressures within a specified design range, i.e. 0,5 bar (7.2 psi) to 16 bar (232 psi) and shall remain leak tight in the absence of air.
- 4. Valves shall react immediately to pipeline drainage or liquid column separation by the full opening of the large orifice so as to allow unobstructed air intake at the lowest possible negative internal pipeline pressure.



Series RGXII ORDERING GUIDE



VALVE PRESSURE RATING:

PN10 (145 psi) PN16 (232 psi)

Note:

1. DN250 (10") and DN300 (12") valves are available on request.

TEST SPECIFICATION

All air release valves supplied shall be subjected to the following testing procedures in the order laid down:

- (A) A high pressure strength and leak test whereby the valve is filled with water and pressurized to twice the rated working pressure which shall be held for a period of 2 minutes. Any leaking, weeping or sweating shall be reason for rejection.
- (B) A low head leak test whereby the valve is filled with water and pressurized to a maximum of 0.5 bar (7.2 psi) using a visible water column connected to the test rig. The valve shall be rejected if leak tightness is not maintained for 2 minutes.
- (C) Every tenth air release valve of the same size and pressure rating must be subjected to a small orifice function test "DROP TEST" whereby the valve is filled with water, pressurized to above rated working pressure and isolated from the test rig by closure of an isolating valve. A chamber in the test rig immediately prior to the isolating valve must be filled with compressed air at a pressure equal to that being maintained in the air release valve. The isolating valve is then opened so as to allow the air to rise in the air release valve without the pressure dropping lower than 2 3 bar (29 44 psi) above rated working pressure of the air release valve. The "DROP TEST" is then carried out by slowly bleeding off the pressure through a suitable cock until rated working pressure is reached and the float drops away from the orifice to allow discharge. Failure of the air release valve to function in the manner described will be reason for rejection.

On request the manufacturer shall provide batch certificates of test compliance which shall be cross referenced to serial numbers indelibly marked onto the identity label of each valve.

IMPORTANT NOTE: It is impossible to inject air into an incompressible liquid, air injection can only be achieved if the liquid can be displaced which implies that the pressure in the test rig must be reduced to atmospheric, and absolutely nothing is proven by discharge through the small orifice of the air release valve at atmospheric pressure. "DROP TESTING" in this manner is not acceptable.





Series RGXII

Copy and Complete the Form Below For Any Additional Information and e-mail to dfc@dfc.co.za.

Or contact us via our Website www.dfc.co.za

Company Name:			
Postal Address:			
Postal Code:			
Tel:	Fax:	Email:	
Contact Name:		Title:	
Comments:			

Products you are interested in:

VENT-O-MAT® Series RBXc Air Release & Vacuum Break Valves

Compact single chamber design with integral "Anti-Shock" surge dampening mechanism in an economical cast ductile iron construction

VENT-O-MAT® Series RBX Air Release & Vacuum Break Valves

Compact stainless steel single chamber design with integral "Anti-Shock" surge dampening mechanism

VENT-O-MAT®Series RGX Series Air Release & Vacuum Break Valves

Compact stainless steel or ductile iron single chamber design with integral "Anti-Shock" surge dampening mechanism for sewage applications

VENT-O-MAT® Series RPS Air Release & Vacuum Break Valves

Glass reinforced polypropylene CATT air valve for industrial, irrigation and small reticulation sytems



GENERAL CONDITIONS OF TENDER AND SALE

DEFINITIONS

Dynamic Fluid Control (Ply) Ltd

1.2

The party who places an order on the Seller, which is accepted by the Seller in terms of Clause 2. (such acceptance hereinafter being referred to as "Acceptance of Order").

Goods

1.3

The materials, products and or services ordered by the Purchaser and accepted by the

Contract.
These General Conditions of Tender and Sale, technical specifications of the Purchaser's order as have been specifically agreed m writing and the Acceptance of Order, together with only such other terms and conditions as may be specifically agreed in writing between the parties.

The Purchaser's order shall constitute an offer, and a contract shall only come into The Purchaser's order shall constitute an offer, and a contract shall only come into existence when the Seller accepts the Purchaser's order, by issuing an Acceptance of Order or by performing in response to the Order. Unless otherwise specifically agreed in writing in the contract any other terms and conditions including those forming part of the Purchaser's order, which deviate from the General Conditions, shall not form part of the Contract, and shall be of no force. or effect In the event that the Purchaser and the Seller engage in negotiations over amendments or additions to or deletions from the General Conditions of Tender and Sale, these General Conditions shall govern the sale of the goods until such negotiations are finalised and these General Conditions amended (if at all) by agreement in writing.

2.2

The Seller's obligations in terms of the Contract will be to produce the Goods in accordance with such designs, instructions, itemised details, plans, drawings, programmes and specifications (the specifications) as form part of the Contract, and in particular the Seller will not be responsible for the adequacy of or for any costs occasioned by the inadequacy of any such specifications or for any foundations or supporting structures of other work as may have been provided, prepared or specified by or on behalf of the Purchaser.

LIABILITY

4.2

4.3

Liability for Defects

Liability for Detects
The Seller undertakes that the Goods will conform to such specifications in respect of each other as have been specifically accepted by the Seller in writing and in the event o the Goods proving not to be in accordance with such specifications, the Seller shall, if requested to do so in writing within a reasonable time of discovery of such failure to conform to such specifications (hereinafter referred to as defects), but not in any event after 6 months have elapsed from the date of delivery of such defective Goods to the Purchaser, at its option, repair or replace the defective portions/components of the Goods to sundaying the regained or replacement notifier components of the Goods to Goods, by supplying the repaired or replacement portion components of the Goods to the. initial place of delivery, or at the further option of the Seller, to credit the Purchaser with the invoice value of the defective portion/components of the Goods in question, Notwithstanding anything to the contrary anywhere contained, the Seller shall have no liability in respect of any defects in the Goods, whether latent or patent, not notified to the Seller in writing before the end of the aforesaid 6 month period

the Seller in writing before the end of the aforesaid 6 month period Liability for Delay Subject to the provisions of Clause 8 and 10, the Seller under takes to supply the Goods in accordance with such delivery dates as are specifically agreed in contract, and in the event that the Goods are not supplied in accordance with such dates, or within extensions or revisions of such dates, or if delays caused by the discovery of defects after delivery, or revisions of such dates, or if delays caused by the discovery of defects after delivery, the Seller's liability shall be limited to such penalty for late delivery as may have been specifically accepted by the Seller in writing in respect of each order accepted by the Seller. Such penalty shall only be payable in the event that, and to the extent that, the Purchaser is himself legally obliged to pay penalties in respect of each delay and in no event shall such penalty exceed 10% of the unescalated Contract Price of such portions of the Goods as cannot, because of the delay, be put to the use intended, and such penalty shall constitute the Seller's sole liability and the Purchaser's sale remedy for such delay. Notwithstanding anything to the contrary anywhere contained, the liability of the Seller howsoever arising out of the Contract or in Delict or by operation of statute shall not extend beyond the obligations specifically assumed in terms of this Clause 4, and the Seller

Seller. 4.3.1 gives no other warranties, expressed or implied in respect of (without limi

gives no other warranties, expressed or implied in respect of (without limi-tation) workmanship, materials, fitness for purpose, merchantability or products liability not set out herein; in respect of "brought out" or proprietary items not if its own manufacture, gives no greater warranty and accepts no greater liability than that given or accepted by and enforceable against the supplier/manufacturer thereof. 4.32

gives no warranties in respect of Goods used other than for the intended purpose, or for defects arising through fair wear and tear or neglect, shall in no event be liable for the Purchaser's loss of profits, loss of use, loss of production, loss of custom or goodwill, or for any special, indirect or 4.3.3 consequential damages howsoever arising

DELIVERY

Unless otherwise stipulated in the Contract, deliver y shall be "ex the Seller's works" and the Contract Price is based on such "ex works" delivery and is exclu sive of any sales tax payable in terms of any applicable statute, packaging, freight and insurance during

The risk in and to the Good's will pass to the Purchaser on Delivery and claims for non delivery or for shortages or damage upon receipt of the Goods must be made m writing by the Purchaser within the earlier of 7 (seven) days of the relevant consignment note or receipt of the Goods as the case may be, failing which the Seller shall have no liability in

respect of such claims.

Should the Purchaser fail or refuse to take delivery of the Goods when delivery is tendered by the Seller, the Purchaser shall be liable for such costs as may be incurred by the Seller as consequence thereof.

Unless otherwise specifically agreed in writing in each particular instance:
6.1 the contract price to be paid by the Purchaser for the Goods shall be as set out in the tender and is based on the costs of materials, transport, labour, insurance rates, exchange rates and import duties rulling at the date of the tender and any variation in such costs or rates occurring between the date of the tender and the date of payment, shall be for the account of the Purchaser, and shall be determined in accordance with the formula included in the Contract, and if no formula is so included, in accordance with the

included in the Contract, and it no formula is so included, in accordance with the prevailing relevant formulae, principles and indices published by SEIFSA. If the Goods or any parts thereof are to be imported, the price will be based on the rates of exchange, freight, insurance premiums, lighterage, landing charges, port dues, custom duty and railage at the date of tender, or as specifically agreed. Should these rates vary between the date of the tender and the date upon which charges are incurred, the price shall be varied by the amount of the increase or decrease in such charges.

the Contract Price shall be paid in cash, free of exchange, deduction or set off within 30 6.3 (thirty) days of the date of Seller's statement, provided that in any event, notwithstandin delivery of the Goods to the Purchaser or to any third party, it is specifically agreed that it is the intention of the parties that the Goods shall not accede to any other property, whether moveable or immovable, and that it is as far as any other goods or equipment are concerned the Goods shall, for the purposes of accession be deemed to be the Principle items, and that ownership of the goods and any it ems accessory thereto shall al all times remain vested in the Seller, and shall not pass to the Purchaser until the full Contract Price has been paid. In the event of non-payment, the Purchaser hereby irrevocably authorises the Seller or its duly authorised agents to repossess the Goods wheresoever they may be found, and further, at its option, in detach or unmix by itself, its agents or servants, the Goods from anything to which they are attached or in which they are installed or annexed without being responsible for any damage that may be caused thereby and may, for such purpose, by itself, its servants or agents, enter upon any land or building, vehicle or vessel or other place upon which the Goods are reasonably thought to be situated.

Payments del ayed after the due date for payment shall be subject to interest charges, compounded monthly with effect from the date of delivery, at prime bank overdraft rate. Where payment by the Purchaser is effected by cheque, and where the post is used the risk of loss arising from the use of a cheque or the use of the post, shall rest with the Purchaser. whether moveable or immovable, and that it is as far as any other goods or equipment

Purchaser. RENUNCIATION OF BENEFITS

The Purchaser hereby renounces the benefits oft any other rights; not expressly referred to in these General Conditions are not expr essly agreed in writing and to which it may be entitled, or which it may acquire in terms of the Agricultural Credit Act, 28 of 1966 as amended, the Moratorium Act. 25 or any other similar rights under any other statute.

The Seller sh all supply the Goods strictly in accordance with the Contract. Should the Purchaser require variations to the Goods, or to the quantities thereof, or should the Seller be hindered, delayed prevented from supplying in terms of the Contract or be exposed to extra cost owing to extensions or to emissions from the order, deviations from the specifications, late, defective or non-receipt of information or rep issue materials or by any other act, default or emission by or on behalf of the Purchaser, the Seller shall be entitled to an appropriate variation to the rates or to the Contract Price or to the pro by the Purchaser shall, without the written consent of the Seller, together with such other variations as may have been requested, involve a variation of more than 10% (ten percentum) to the Contract Price or to the quantities set out In the Contract.

RELURNS
Returns, it accepted by the Seller at its sole discretion and upon such terms as it may prescribe, shall be credited Subject to a deduction of a minimum of 10% (ten percentum) as a handling charge, subject to the goods being within their specified shelf life and in a marketable condition and provided further that the Purchaser shall be liable for all costs of delivery to the Seller's designated

FORCE MAJEURE 10.

NABURE

Neither party shall be liable to the other for inability to perform or delayed performances in terms of the Contract, should such inability delay arise from any cause beyond the reasonable control of such party, the existence or happening of which cause has been drawn to the attention of the other party within a reasonable time of the occurrence of such cause (hereinafter referred to as "a Force Majeure event").

such cause (nereinatier reterrat to as a Force walgetier event shall, without limitation to the generality of (the aforegoing, be defamed to include, strikes, lock outs, labour disput accidents, plant and machinery breakdowns, fire, explosions, theft, war (whether declared or not) invasion, acts of foreign enemies, hostilities, riot, civil insurrection, 10.2 declared or not) invasion, acts of foreign enemies, hostilities, riot, civil insurrection, flood, earthquake, lightning, act of local or national government, martial law, failure or delay or, the part of the Seller's supplier(s) of service, of "bought out" or raw materials, to meet delivery dates, or any failure or delay on the part of the Purchaser or the Purchaser's agents or other Contractors to provide the Seller with free issue materials, specifications, or defects or changes in such Specifications, or any other cause beyond the reasonable control of the party effected.

PATENTS COPYRIGHT AND CONFIDENTIALITY

11.1 The Purchaser shall indemnify and hold harmless the Seller against all claims and expenses of whatsoever natur c and description arising from alleged or infringement of any Letters Patent Trade Mark Designs or Convinto recogning by the Seller's

any Letters Patent, Trade Mark, Designs or Copyright occasioned by the Seller's performance of this Contract.

The Seller warrants however that any designs specified by it shall not Infringe any of

11.2

The Seifer warrants nowever that any designs specience by it shall not intringe any of such Letters Patent, Trade Marks, Designs or Copyright.

The Purchaser shall keep confidential and shall not use for any purpose other than the Contract itself, all drawings and designs supplied by the Seller in terms of the Contract, and the Purchaser shall Indemnify the Seller against any loss suffered by the Seller as a result of the breach of this clause. Such drawings and designs supplied by the Seller remains the exclusive property of the Seller and shall be promptly delivered and returned to the Company upon completion of the Contract. 11.3

Should either party be in breach of any material obligations imposed in terms of the Contract and fail Should either party be in breach or take positive steps towards remedying such breach within 14 (fourteen) days of written notice of such breach from the other party, then the non defaulting party shall be entitled to cancel the Contract, without prejudice to such other rights that such non defaulting party may have in terms of this agreement or at law.

GOVERNING LAW AND DISPUTES

13.

The Contract shall be construed and interpreted in accordance with, the laws of the

Republic of South Africa.

Any disputes arising between the parties in respect of the Contract shall, at the option of the Seller, be just iciable in the Magistrates Court of South Africa having jurisdiction over the Purchaser, notwithstanding the fact that the dispute might otherwise have fallen outside the jurisdiction of such Magistrates Court and the Purchaser to such jurisdiction.

FUTURE CONTRACTS

These General Conditions of Tender and Sale (as they may be amended front time to time by the Seller shall also apply to any future, oral or written contract for the supply of goods and/or services by the Seller to the Purchaser, save to the extent that such conditions are in any future contracts specifically varied or excluded or are inconsistent with what is expressly agreed in any such future

15.

These General Conditions of Tender and Sale are available in the other official language, upon

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