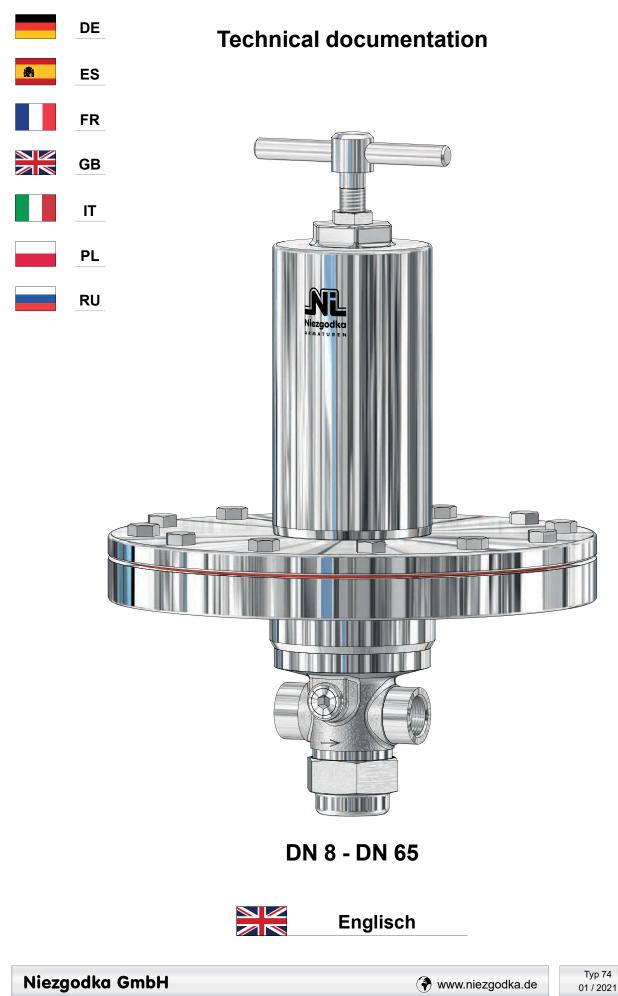
for steam, gases and liquids

Тур 74





Niezgodka GmbH

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for steam, gases and liquids

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General Take-back conditions



Attention!



Niezgodka GmbH reserves the right to decide on taking back its products on a process-related and situation-dependent basis.

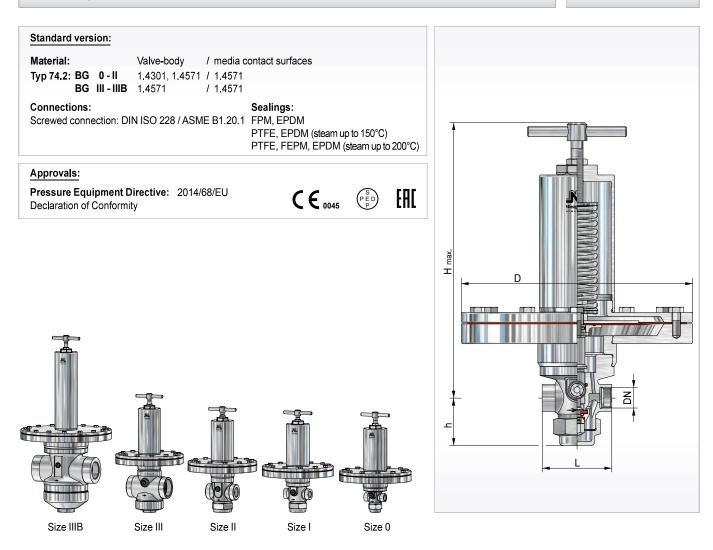
Basically, only such products will be taken back, as remain unused and are not older than six months (date of delivery). The costs of the assembly services rendered as well as expenses incurred in connection with the take-back will be deducted.

Custom-made products will basically, not be taken back.

In cases of custom-made products, order cancellations after the start of production shall not be free-of-charge. Production expenses that have already been incurred shall be invoiced on the basis of the status of production.

Spare parts and wearing parts shall be excluded from these conditions and will generally not be taken back irrespective of the condition they are in.

for steam, gases and liquids



Size			Inlet	Outlet			Dimensions							Kvs	
							Height 'H' max.			Diaphragm Ø = D				value	
	DN	G, NPT	Inlet pressure range P1	DN	G, NPT	Reduced pressure range P2	Toggle spindle	Cap	L	h		De	sign		
			[bar(g)] max.			min. [bar(g)] max.	[mm]	[mm]	[mm]	[mm]	[mm]	[mm]	[mm]	[mm]	[m³/h
	8	1/4		8	1/4										1,2
0	10	3/8		10	3/8	0,005 / 0,45	320	285	70	48					2,0
	15	1/2	25	15	1/2										2,2
	15	1/2	25	15	1/2				90						3,0
T	20	3⁄4		20	3⁄4	0,005 / 0,40	310	290	90	58					3,2
	25*	1*		25*	1*				135						3,5
	25	1		25	1				105						6,3
II	32	1 1⁄4		32	1 1⁄4	0,005 / 0,40	320	305	105	68	405	310	235	190	6,5
	40*	1 1⁄2*		40*	1 1⁄2*				155						6,7
	40	1 1/2	16	40	1 1/2				145						12,5
Ш	50	2		50	2	0,005 / 0,40	350	335	145	85					13,0
	65*	2 1⁄2*		65*	2 1⁄2*				210						13,5
IIIB	50	2		50	2	0,005 / 0,30	535	465	220	145				-	27,5
	65	2 1/2		65	2 1/2	-,			_						28,0

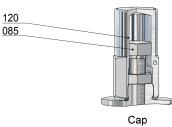
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Spring ranges for reduced pressure P2

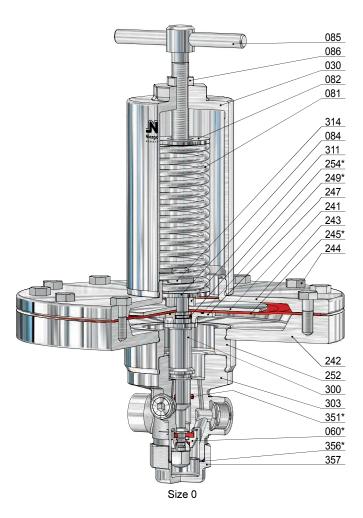
Diaphragm	[mm]	Ø 405	Ø 310	Ø 235	Ø 190				
Size	Spring no.	[bar(g)]							
	301	0,005 - 0,008							
0	302	0,009 - 0,015	0,026 - 0,030	0,051 - 0,070	0,11 - 0,15				
0	303	0,016 - 0,025	0,031 - 0,050	0,071 - 0,100	0,16 - 0,25				
	304				0,26 - 0,45				
	301	0,005 - 0,008							
1	302	0,009 - 0,015	0,026 - 0,030	0,051 - 0,070	0,11 - 0,14				
1	303	0,016 - 0,025	0,031 - 0,050	0,071 - 0,100	0,15 - 0,25				
	304				0,26 - 0,40				
	301	0,005 - 0,008							
11	302	0,009 - 0,014	0,026 - 0,030	0,051 - 0,065	0,11 - 0,14				
	303	0,015 - 0,025	0,031 - 0,050	0,066 - 0,100	0,15 - 0,20				
	304				0,21 - 0,40				
	301	0,005 - 0,007							
	302	0,008 - 0,010	0,026 - 0,028	0,051 - 0,060	0,11 - 0,13				
	303	0,011 - 0,020	0,029 - 0,045	0,061 - 0,100	0,14 - 0,20				
	304	0,021 - 0,025	0,046 - 0,050		0,21 - 0,40				
	2 x 301	0,005 - 0,008							
	2 x 302	0,009 - 0,012	0,026 - 0,028	0,051 - 0,060					
IIIB	2 x 303	0,013 - 0,020	0,029 - 0,045	0,061 - 0,100					
	2 x 304	0,021 - 0,025	0,046 - 0,050	0,110 - 0,180					
	2 x 305			0,190 - 0,300					

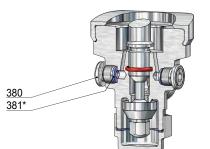
for steam, gases and liquids

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(Option: AC)





Manometer connection G 1/4

Item	Piece	Description	Item	Piece	Description
303	1	valve body	243	1	upper clamp plate
030	1	spring bonnet	244	12	screw (variable)
060 *	1	disc, complete	245 *	1	diaphragm
560	1	disc	247	1	lower clamp plate
061	1	pressure piece	249 *	1	o-ring
062	1	soft sealing	252	1	adapter
065	1	disc bolt	254 *	1	o-ring
071	1	o-ring	300	1	piston
072	1	locking ring	311	1	distance bush
073	1	o-ring (only for thermoplastics soft sealing)	314	1	lock nut
081	1	spring	351 *	1	o-ring
082	1	springplate, upper	356 *	1	sealing ring
084	1	springplate, lower	357	1	bottom plug
085	1	adjusting screw	380	2	screw plug
086	1	lock nut	381 *	2	sealing ring
120	1	сар			
241	1	upper housing			
242	1	lower housing			* expendable parts

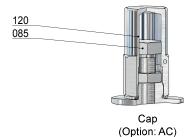
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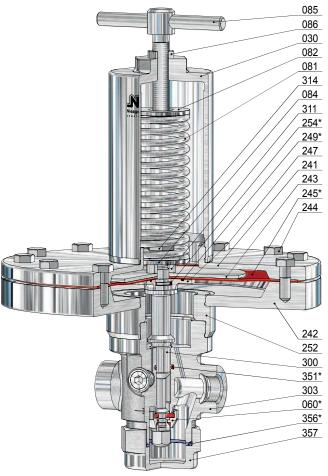
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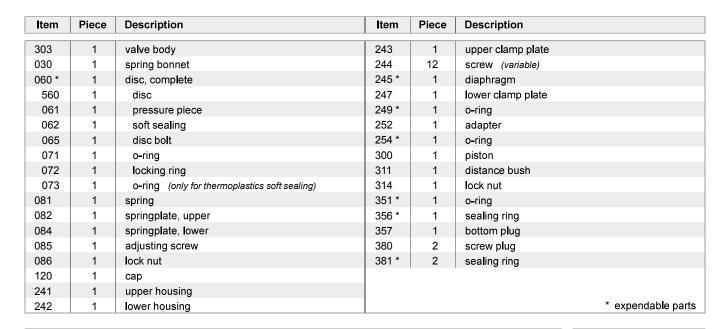
Тур 74



Manometer connection G 1/4



Size



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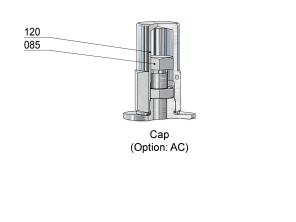
380

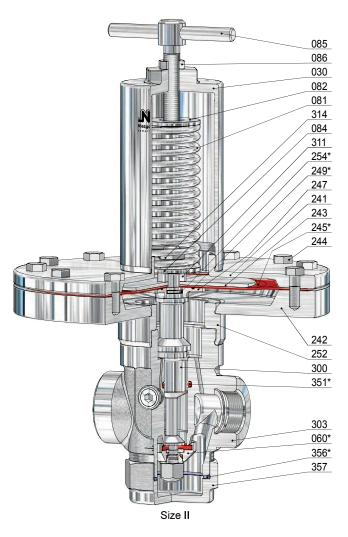
381*

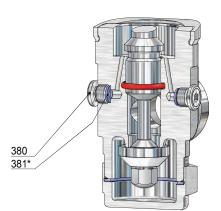
M 74-BGI 01 / 2017

for steam, gases and liquids

Тур 74







Manometer connection G 1/4

Item	Piece	Description	Item	Piece	Description
303	1	valve body	243	1	upper clamp plate
030	1	spring bonnet	244	12	screw (variable)
060 *	1	disc, complete	245 *	1	diaphragm
560	1	disc	247	1	lower clamp plate
061	1	pressure piece	249 *	1	o-ring
062	1	soft sealing	252	1	adapter
065	1	disc bolt	254 *	1	o-ring
071	1	o-ring	300	1	piston
072	1	locking ring	311	1	distance bush
073	1	o-ring (only for thermoplastics soft sealing)	314	1	lock nut
081	1	spring	351 *	1	o-ring
082	1	springplate, upper	356 *	1	sealing ring
084	1	springplate, lower	357	1	bottom plug
085	1	adjusting screw	380	2	screw plug
086	1	lock nut	381 *	2	sealing ring
120	1	сар			
241	1	upper housing			
242	1	lower housing			* expendab l e parts

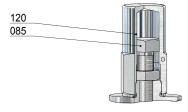
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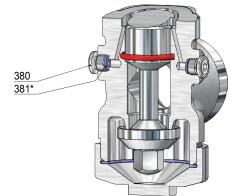
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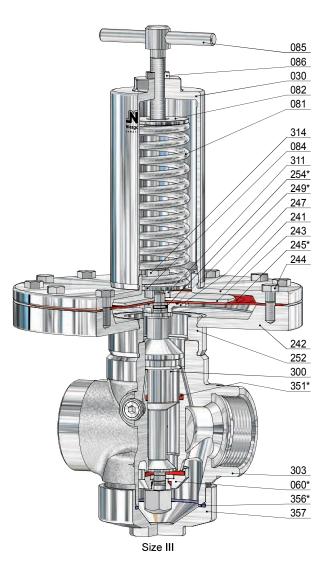
Тур 74



Cap (Option: AC)



Manometer connection G 1/4



Item	Piece	Description	Item	Piece	Description
303	1	valve body	243	1	upper clamp plate
030	1	spring bonnet	244	12	screw (variable)
060 *	1	disc, complete	245 *	1	diaphragm
560	1	disc	247	1	lower clamp plate
061	1	pressure piece	249 *	1	o-ring
062	1	soft sealing	252	1	adapter
065	1	disc bolt	254 *	1	o-ring
071	1	o-ring	300	1	piston
072	1	locking ring	311	1	distance bush
073	1	o-ring (only for thermoplastics soft sealing)	314	1	lock nut
081	1	spring	351 *	1	o-ring
082	1	springplate, upper	356 *	1	sealing ring
084	1	springplate, lower	357	1	bottom plug
085	1	adjusting screw	380	2	screw plug
086	1	lock nut	381 *	2	sealing ring
120	1	сар			
241	1	upper housing			
242	1	lower housing			* expendable parts

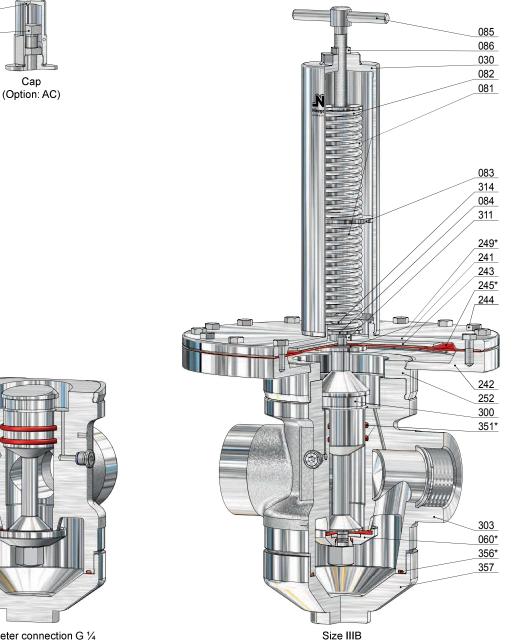
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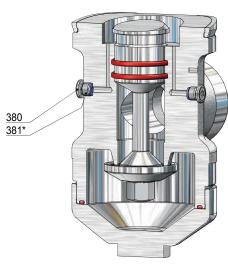
M 74-BGIII 01 / 2017

for steam, gases and liquids

120 085

Тур 74





Manometer connection G 1/4

Item	Piece	Description	Item	Piece	Description	ltem	Piece	Description
303	1	valve body	081	2	spring	252	1	adapter
030	1	spring bonnet	082	1	springplate, upper	300	1	piston
060 *	1	disc, complete	083	1	springplate, middle	311	1	distance bush
560	1	disc	084	1	springplate, lower	314	1	lock nut
061	1	pressure piece	085	1	adjusting screw	351 *	2	o-ring
062	1	soft sealing	086	1	lock nut	356 *	1	o-ring
065	1	disc bo l t	120	1	сар	357	1	bottom plug
071	1	o-ring	241	1	upper housing	380	2	screw plug
072	1	locking ring	242	1	lower housing	381 *	2	sealing ring
073	1	o-ring	243	1	upper clamp plate			
		(only for thermoplastics	244	16	screw (variable)			
		soft sealing)	245 *	1	diaphragm			
			249 *	1	o-ring			* expendable parts

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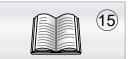


M 74-BGIIIB

12 / 2018

Installation and operating instructions

Pressure-Reducing-Valve



1. Installation

The preferred location of pressure reducing valves in pipework systems is where operating conditions are stable, that is not immediately upstream or downstream from bends, branches, pressure devices, stop valve fittings or similar restricting elements, and not adjacent to consumer points. They should be fitted to horizontal sections of the pipe. Where not specified to the contrary, the unit can be fitted with the spring cap up or down. With <u>steam</u> the spring cap must <u>point downwards</u>.

Figures 1 - 4 show the most common position for installing a pressure reducing valve into a pipe. On operationally sensitive installations, i.e. where a fault in the pressure reducing valve could result in an unacceptable breakdown of downstream consumer units, a by-pass with a shut-off device (fig. 5 - 6) must be provided.

In the event of a fault, emergency operation can then be maintained via the by-pass. The by-pass must be kept closed during normal operation. Before installing a pressure reducing valve, the pipework must be carefully cleaned and flushed out. If fouling during operation is unavoidable, a strainer (4) must be fitted. After removing it from its packaging and taking off the plastic caps, the pressure reducing valve is to be fitted to the pipe, taking care to observe the direction of flow (arrow).

Pressure reducing valves are regulating devices, not shut-off elements providing leak-proof seating. According to VDI/VDE Guidelines 2174, a leakage rate of 0.05% of the Kvs-value is permitted. We therefore recommend that a shut-off valve (1) be fitted upstream of the pressure reducing valve.

2. Safety Devices

The Accident Prevention Regulations VBG 17, which stipulates the provision of a safety device, e.g. a safety valve (7), to prevent the maximum permissible pressure from being exceeded in the downstream section of the pipe, must be complied with. The safety valve must be adequately rated.

If a shut-off valve (3) is interposed between the pressure reducing valve (5) and the safety valve (7), for example when a by-pass is fitted as in (fig. 5 - 6), it may become necessary to fit a further safety valve (6) to protect the pressure reducing valve. This is the case when the input pressure is greater than the maximum permitted pressure in the output section of the pressure reducing valve. The minimum response pressure of this safety valve should be at least 10% greater than the minimum response pressure of the system safety valve (7). It must not, however, be greater than the nominal pressure on the output side of the pressure reducing valve.

In addition, it is incumbent upon the system operator to ensure that any medium escaping from the spring cap, as a result of the control piston seal or the diaphragm becoming defective, cause no damage. If necessary, a drainage tube must be fitted to the spring cap to conduct any leakage away.

3. Operation

Before leaving the factory, the pressure reducing valve has been checked for leaks. With steam, it will be necessary to tighten the screws and the bottom plug (357) the pressure reducing valve has throughly heated up.

Before putting the valve into operation, the spring (081) should be released (by turning the adjusting screw (085) anticlockwise).

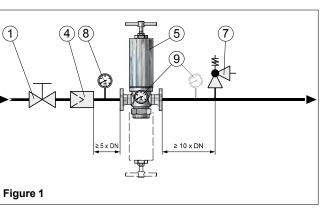
The upstream shut-off element (1) must be opened slowly until the input pressure [pressure gauge (8)] reaches its limit. The output pressure should then be set to required pressure (preset level) whereby there must be some medium consumption on the outlet side. To achieve this, the adjusting screw (085) is turned clockwise, observing the output side pressure gauge (9), until the reduced pressure is reached. Once the adjustment is complete, the adjusting screw (085) should be secured with the locknut (086).

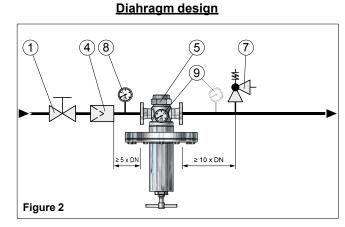
A sharply fluctuating flow or shock pressure loading are to be avoided.

Installation and operating instructions

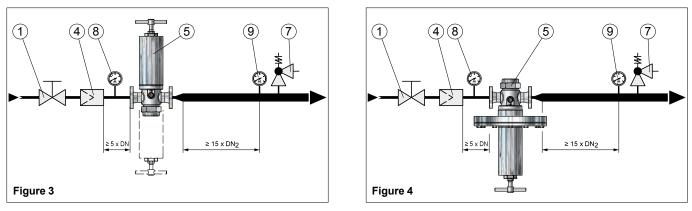
Pressure-Reducing-Valve

Piston design

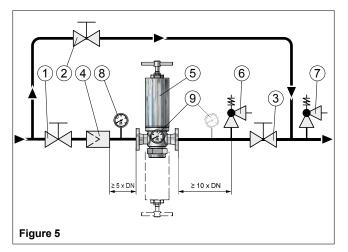


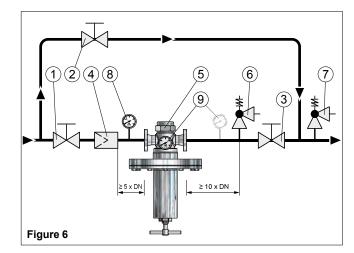


Pressure reducing valve without bypass pipeline



Pressure reducing valve without bypass pipeline with pipe downstream enlargement at the outlet





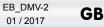
Pressure reducing valve with bypass pipeline

Unless specified differently the spring cap can face either upwards or downwards. When the pressure reducer is used for steam, it has to be fitted with the spring cap facing downwards.

ltem	Description	ltem	Description	ltem	Description
1	Shut-off valve	4	Strainer	7	Safety valve
2	Shut-off valve	5	Pressure reducing valve	8	Pressure gauge
3	Shut-off valve	6	Safety valve	9	Pressure gauge

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(15)

Storage, transport and commissioning



General: NI-Valves are high quality products which must be treated with care. The sealing faces on the seating (001 / 003) and disc (060) are hardened, annealed, ground and lapped. Improper handling can cause them to be damaged, resulting in leakage and inoperability. They must therefore be protected against shocks (throwing, impacting, hitting etc.). On valves equipped with a venting lever etc., the lever must not be misused as a carrying handle. All valves are to be properly secured to prevent them falling over or falling down in the course of transportation, fitting and maintenance.

Observe the following storage instructions:

- Environment: Places of storage must be clean and dry.
- **Temperatures:** NI-Valves should be stored at temperatures between 5°C to 35°C, the best being 10°C to 20°C. The instructions for disc sealing must be complied with in the case of soft sealing valves.
- Transportation: Only use suitable packing materials for transportation. Inlet and outlet apertures are to be protected for transportation purposes by caps or plugs which are only to be removed shortly prior to assembly.

Commissioning:

Delayed initial opening caused by so-called sticking (adhesion) effect of the seating (001 / 003) and disc (060) is quite normal after transportation and longer storage of valves with a preset response pressure. This applies both to metal/elastomers sealing faces and highly polished metal/metal faces.

When the valve has been fitted the sealing faces are separated by pressurisation higher than the actual response pressure and by operating the venting lever.

The valve, together with the preset pressure response, is now fully functional, taking the permissible pressure increase/closing pressure into consideration.

Attention!



- · The regional safety regulations are to be observed.
- The material, pressure, temperature and flow direction specifications must be checked prior to commissioning.
- The valve data are to be checked for position (arrangement) in the system.
- · Residues in pipelines and valves (welding beads, grinding dust, dirt etc.) lead to leakage or damage.
- Touching the valve can give rise to the risk of injury when it is operated at high medium temperatures of (> 50°C) or low temperatures of (> 0°C).
- Remove the blocking screw (149), which may have been used, from the cap (120).
- · Remove protective caps and lever fixtures prior to commissioning.
- Sticking, freezing or blockage of the valve is to be avoided without fail.
- When a blow-out pipe is not used, the medium can suddenly escape from the valve outlet aperture. Hazard!
- · Large amounts of flow noise can be heard when blowing out.

Care is to be taken to ensure prior to putting a new system into operation or restarting a system that has been subject to repair or conversion that:

- · All work is completed in an orderly manner!
- The valve is in the correct function position.
- · Safety devices are in place.

Instructions for maintenance



for pressure-reducing-valve

Maintenance:

NI pressure reduction valves shall be provided in design and manufacture in such a way that optimal quality and service-friendliness is attained. Minimum care and maintenance is the result when using our fittings.

We recommend to have the pressure reduction valves / spare parts replaced only in an authorized technical workshop. In the absence of adequate means of repair, it is advisable to send the complete valve on the **Niezgodka GmbH** by post. All spare parts supplied by us are suitable for installation in our valves without exception. Since the valves supplied are however adapted to the respective case of application, it is necessary to also state our **valve number** and the delivery slip / invoice number or order number of processing while placing order for spare parts.

Test intervals:

Depending on the properties of the medium and the operational circumstances in the facility, maintenance shall be performed or function of valve verified once each year or also at shorter intervals.

Leakages:

Faults are often caused by soiling, which result in damages or softening of seals: Leakages on the piston plate sealing (o-ring 350) are indicated by medium escaping through the spring hood opening. To repair, the respective o-ring (350) shall be renewed. A strong increase in back pressure at low removal rate is an indication of a defective soft sealing (062).

Caution!



In case of <u>oxygen</u>, keep all parts free of oil and grease. For operation in oxygen-charged atmosphere (-25°C/+250°C), only approved lubricants, e.g. **, gleitmo 594** " shall be used for the lubrication of the o-rings, media-contacting guide areas and thread connections.

Caution!



Care must be taken to ensure that the system is depressurised prior to assembly, dismantling or opening of the pressure reducing valve. The remaining dimensions and seal properties, preloading forces, tightening torques etc. are to be determined by the user themselves in accordance with the operating instructions. In doing so special attention must be paid to the following:

Medium residues in the pressure reducing valve or in the spring cap represent a serious chemical burning, burns and poisoning hazard. It must, therefore, be established prior to removing a valve from the plant which medium could be present in the pressure reducing valve. Appropriate safety measures must be taken.



Troubleshooting operating problems

for Pressure-Reducing-Valve



Fault	Possible cause	Remedy
increasing low pressure at less removal or zero removal	defective soft sealing (062) and/or defective piston o-ring (351)	Replace soft sealing (062) and/or replace piston o-ring (351), better still replace all sealing materials!
escaping medium at spring bonnet (030)	defective piston plate O-ring (350) or defective diaphragms (245)	Replace o-ring (350) or diaphragms (245), better, replace all sealing materials!
escaping medium at bottom plug (357)	setting of packing ring (356) or slackening of bottom plug (357)	Tighten the bottom plug (357) using the screw-wrench, eventually, replace packing ring (356)
no medium passage through the pressure reduction valve	pressure reduction valve installed against the direction of flow	Install pressure reduction valve in the direction of flow indicated (arrow)
pressure gauge on pressure reduction valve indicates no pressure even though there is pressure	pressure gauge boring blocked by residues of PTFE sealing or pressure gauge faulty	Remove sealing residues from the pressure gauge boring of the pressure reducer housing, install new pressure gauge sealing and replace pressure gauge if out of order
low pressure P2 plunges strongly upon removal and cannot be increased even through the adjustment of the set-point value (turning of setting screw clockwise)	dimensioning of pressure reduction valve too small	Insert pressure reduction valve with higher Kvs value
pressure reduction valve works in a jerky manner, regular deviations are higher than usual, pressure reducer does not shut at zero removal	sluggish movement of pressure reduction valve through medium soiling and subsequently damaged surfaces in guide areas, dynamically stressed o-rings (350, 351) without sufficient lubricant	Perform maintenance work for pressure reduction valves in accordance with the Servicing and Repair Manual (Technical Documentation); clean parts, smoothen damaged surfaces, replace defective parts and renew sealing materials, oil the guide areas of moved parts and sealing range of the dynamically stressed o-rings (350, 351) with the special lubricant Gleitmo 591

Declaration of Conformity

according to Annex IV of Directive (PED) 2014/68/EU

The signing manufacturer confirms by this declaration that design, manufacturing and inspection of these pressure equipments are in compliance with the directive 2014/68/EU as well as with the national specifications DIN EN 12266, DIN EN 12516, AD 2000-leaflet A4 and were subjected to the followin conformity assessment procedure:

Modul D1 - Category II

acc. to article 4 and annex II

production quality assurance

Certificate No. 0045/202/1201/Z/00358/20/D/001(00)

The monitoring is performed by

TÜV NORD Systems GmbH & Co. KG Große Bahnstraße 31 DE-22525 Hamburg

Certification Body EC-Reg.No. 0045



Туре	Nominal Size Inlet	Pressure accessory
3	DN 32 - DN 100	Relief-Valve
7	DN 150 - DN 350	Relief-Valve
13	DN 32 - DN 150	Relief-Valve
19	DN 32 - DN 50	Relief-Valve
33	DN 32 - DN 50	Relief-Valve
35	DN 32 - DN 80	Relief-Valve
70	DN 32 - DN 65	Pressure-Reducing-Valve
71	DN 32 - DN 100	Pressure-Reducing-Valve
72, 73	DN 32 - DN 50	Differential-Pressure-Control-Valve
74	DN 32 - DN 65	Pressure-Reducing-Valve
75	DN 32 - DN 100	Pressure-Reducing-Valve
70 SKS	DN 32 - DN 80	Pressure-Reducing-Valve
70 SKG	DN 65 - DN 100	Pressure-Reducing-Valve
70 SMS	DN 32 - DN 65	Pressure-Reducing-Valve
70 SMG	DN 65 - DN 100	Pressure-Reducing-Valve
77	DN 32 - DN 65	Vaccum-Pressure Control-Valve
78	DN 32 - DN 65	Vaccum-Pressure Control-Valve
80	DN 32 - DN 65	Initial-Pressure-Controller
81	DN 32 - DN 100	Initial-Pressure-Controller
84	DN 32 - DN 65	Initial-Pressure-Controller
85	DN 32 - DN 100	Initial-Pressure-Controller
80 SKS	DN 32 - DN 80	Initial-Pressure-Controller
80 SKG	DN 65 - DN 100	Initial-Pressure-Controller
80 SMS	DN 32 - DN 65	Initial-Pressure-Controller
80 SMG	DN 65 - DN 100	Initial-Pressure-Controller
SE-ÜR-91	DN 40 - DN 65	Overflow-Control-Valve

V. Niemodlue - Seemann

Hamburg, 30.06.2020

Niezgodka GmbH Bargkoppelweg 73 DE-22145 Hamburg

D. Mezzocha

authorized subscriber

Management: Dorrit Niezgodka, Verena Niezgodka-Seemann Registered at the District Court Hamburg, HRB No. 29139

Manufacturer



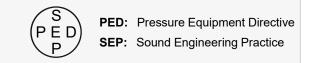
Declaration of Conformity

according to Annex IV of Directive (PED) 2014/68/EU



The signing manufacturer confirms by this declaration that design, manufacturing and inspection of these pressure equipments are in compliance with the directive 2014/68/EU as well as with the national specifications DIN EN 12266, DIN EN 12516, AD 2000-leaflet A4 match:

- The below pressure equipments are falling under Article 4, Paragraph 3, and it is <u>not</u> allowed to provide them with CE-marking.
- To document the conformity with the directive 2014/68/EU directly at the pressure equipment, it will provide with the following sign.



Туре	Nominal Size Inlet	Pressure accessory
70	DN 6 - DN 25	Pressure-Reducing-Valve
71	DN 10 - DN 25	Pressure-Reducing-Valve
72, 73	DN 15 - DN 25	Differential-Pressure-Control-Valve
74, 75	DN 15 - DN 25	Pressure-Reducing-Valve
76	DN 8 - DN 15	Pressure-Reducing-Valve
70 SKM	DN 8 -	Pressure-Reducing-Valve
70 SKK	DN 8 - DN 15	Pressure-Reducing-Valve
70 SKS	DN 15 - DN 25	Pressure-Reducing-Valve
70 SMK	DN 8 - DN 15	Pressure-Reducing-Valve
70 SMS	DN 15 - DN 25	Pressure-Reducing-Valve
77	DN 8 - DN 25	Vaccum-Pressure Control-Valve
78	DN 10 - DN 25	Vaccum-Pressure Control-Valve
80	DN 8 - DN 25	Initial-Pressure-Controller
81	DN 10 - DN 25	Initial-Pressure-Controller
84	DN 8 - DN 25	Initial-Pressure-Controller
85	DN 10 - DN 25	Initial-Pressure-Controller
80 SKK	DN 8 - DN 15	Initial-Pressure-Controller
80 SKS	DN 15 - DN 25	Initial-Pressure-Controller
80 SMK	DN 8 - DN 15	Initial-Pressure-Controller
80 SMS	DN 15 - DN 25	Initial-Pressure-Controller

Niemodlan - Seemann

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S. M'ezgoceka

authorized subscriber

GB

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Manufacturer

Hamburg, 01.06.2017



KON-4 06/2017



1. General

The following terms and conditions are part of any agreement for supply.

Any deviations from these conditions will be effective only if we have granted our prior written consent.

Conflicting or interfering purchase terms and conditions of the Purchaser shall be invalid even if we do not explicitly contradict to the conflicts or interference.

The unconditional acceptance of the goods does not invalidate the exclusive validity of these terms and conditions.

Should any individual provision be void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected.

2. Quotations / Orders

Our quotations are subject to confirmation regarding price, quantity, delivery deadline and availability for delivery.

Orders as well as verbal agreements shall become binding for us only by our written confirmation.

Catalogue pictures and illustrations in quotations are not binding in as far as a modification of design, measurements and weights is subject to change without notice.

3. Price and Payment

The prices shall be effective ex factory Hamburg, without packaging material, unless agreed on otherwise.

Payments must be made by money transfer. The terms of payments listed in the order acknowledgement or invoice resp. shall be in effect.

In case of delayed payments, we are entitled to charge interest of delay.

4. Delivery Period

The delivery period results from the agreements reached by the parties of the contract.

Meeting the deadline by the supplier requires that all commercial and technical matters have been settled first and the buying customer has met all his obligations. Failing that, the delivery time will be prolonged appropriately.

Meeting the deadline of the delivery period is warranted under the reservation of our being supplied correctly and in time.

Claims cannot be made against us in case we fail to meet a delivery deadline.

5. Passage of Risk

The risks will pass on to the Purchaser at the latest with the dispatch or collection of the goods to be delivered, even a case of partial deliveries.

We will conclude a transportation insurance policy only if the Purchaser has given explicit written order to do so.

Partial deliveries are permissible.

6. Retention of Title to Ownership

The right of ownership in the item supplied will remain with the Supplier pending receipt of all payments resulting from the delivery contract.

The Purchaser assigns already now the claims resulting from this transaction to the Seller if the item supplied is resold prior to our receipt of payment (extended retention of title to ownership).

Behavior contrary to the contract, especially in case of default of payment, entitles us to take back the items supplied, after having sent a reminder, and the Purchaser is obliged to surrender the items.

The assertion of the retention of title to ownership as well as the attachment of the items supplied by us shall not mean the rescission of contract by us.

Filing insolvency application on the part of the Purchaser entitles us to withdraw from the contract and request the immediate return of the items supplied.

7. Warranty

Starting with the date of delivery, the statutory warranty period is applicaple for our products.

Wearing parts are excluded from this provision.

The products are subject to a density test as well as a final test after their assembly and pressure adjustment. All tests are performed pursuant to standard by means of air or water resp., on examined and calibrated test stations / test devices.

Test documents of the individual acceptance tests / material tests will be kept in the archives for a minimum period of ten years.

8. Liability

Notices of obvious defects must be given in writing immediately after their detection, at the latest, however, within eight (8) days after receipt of the item supplied.

Other defects subject to liability must be reported immediately after detection in writing.

If we decline to accept a claim for a warranty, the claim made by the Purchaser is regarded as waived unless contradicted within one month in writing.

Accepted defects will be repaired without charge in our Hamburg works or replaced by new items without charge. The parts subject to complaint have to be returned to us without charge.

We will bear the direct costs of repair or of the replacement parts; in case the complaint is justified, we will bear the costs of the replacement part.

Delivery of new goods is effected on principle subject to thorough examination of the defect and its result with reference to the part complained about. The Purchaser has to reimburse the costs of examination if the claim proves to be unjustified. We are not liable for consequential damage as a result of slight negligence unless a warranted property has not been supplied.

In addition, no warranty is accepted in the following cases: unsuited or improper use, wrong assembly or putting into operation by the Purchaser or a third party, normal wear, incorrect or negligent treatment, improper maintenance or unsuitable operating equipment.

We are not liable for consequences of unprofessional repairs by the Purchaser or a third party. The same applies to modifications of the items supplied without our prior consent.

Assembly instructions are aimed at the know-how of qualified personnel. Only skilled personnel should, consequently, perform the assembly work.

9. Returns

Goods supplied are allowed to be returned only after our prior written consent. Return shipping must be made by prepaid freight.

In case of contract cancellation or returns of the goods for reasons the Purchaser is liable for, the Purchaser will be charged with the necessary costs incurred relating to the return as well as the dismantling performed.

Custom-made items as well as spare parts can, on principle, not be taken back.

10. Statutory Limitation

All claims of the Purchaser, for whatever legal reasons, are limited to 12 months.

11. Documentation

Any documentation included in the supply is not allowed to be altered. Manufacturer marking on products is not allowed to be removed. Further use by a third party is only permitted with our expressed consent.

12. Place of Jurisdiction

Place of performance for delivery and payment and place of jurisdiction for both contract parties is Hamburg.

Management: Dorrit Niezgodka, Verena Niezgodka-Seemann Registered at the District Court Hamburg, HRB Nr. 29139

Headquarters and missions abroad



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Niezgodka GmbH

FA 01 / 2017