

## **COPYRIGHT, DESIGNS AND PATENTS ACT 1988**

**IN THE MATTER OF** an application by  
Sterling Fluid Systems Limited under section 247  
of the Copyright, Designs and Patents Act  
1988 for the settlement of a Licence of Right  
available under paragraph 19(2) of Schedule 1  
to that Act in respect of copyrights owned by  
Andrew Sykes Group Plc.

### **FINAL DECISION**

1. In my Interim Decision of the 2<sup>nd</sup> September 1998 I decided all the outstanding issues in dispute between the parties, including the basic royalty rate which should be paid. I also suggested a mechanism whereby that rate of royalty could be delivered across the range of different products and parts which the licensee would make and sell. However because the applicant had throughout these proceedings resolutely stuck to its own, unusual mechanism for calculating royalties there was doubt whether or not it would actually be able to implement the mechanism I suggested. I therefore gave the applicant a period in which to say whether or not it could in practice operate that mechanism and a further period in which either to submit evidence to show why it could not operate the mechanism or, in the event it could operate the mechanism, to agree so far as they were able the final terms of the licence with the respondent to implement my Interim Decision.

2. I have to say, unfortunately yet again, that this process did not run as smoothly as it might. Though the applicant decided that it could implement the mechanism I suggested, the two parties have failed to agree the terms of a licence to give effect to this; indeed it seems that communications between the two sides have broken down virtually completely. Thus I am confronted with two draft licences which, while they do contain a number of terms which were agreed at earlier stages of the proceedings, are still a considerable way apart on the important details dealing with the payment of royalties across a large range of different items.

Consequently, I am left in the position of having to draft a licence myself. In doing this I have considered the structures of the two drafts carefully and have concluded that the approach adopted by the applicant is the better. Consequently, in the main, this is the version I have used, though subject to a number of drafting changes which I felt were necessary. While I have done my utmost to ensure that the resulting licence is clear and will produce the right results in all circumstances, I must observe that if this ideal is not realised then in my view the parties will have brought it on themselves and will have only themselves to blame.

3. I do not propose to go through every clause of the licence explaining why I have adopted this wording rather than that, but I will say a few words about some of the more important matters. The first concerns the question of how one is to define exactly what is to count as a non "SY" pump end or pump set as distinct from a non-high-head standard one, as I mentioned in paragraph 83 of my Interim Decision. Here the two parties have taken quite different approaches, with the respondent distinguishing the two by the percentage of copyright component parts they contain, as I suggested in my Interim Decision, and the applicant defining "SY" pump ends and sets as those specified in a schedule taken from the Annex to my Interim Decision together with pump ends and sets which are "respectively most similar to" the "SY" ones specified in the schedule. This is a prime example of a situation where it would have been infinitely preferable for the two parties to agree the best way forward; they are after all those most familiar with the pumps in question and precisely what is being manufactured and sold. As it is I am now forced to decide what should go in the licence without having had the benefit of any assistance at all on the point. I am uneasy about the respondent's draft as it stands because it is not clear what the percentages used actually mean or what the percentage is a percentage of. For example is it a percentage of the number of parts in the whole, or the value, or what? Consequently, I have adopted the applicant's approach, though I have used the formulation "broadly similar to" rather than what I found to be the rather obscure words of the applicant's proposal as drafted. I note with approval that the applicant had also suggested wording to take account of any future minor modifications to any of the parts, and I have adopted this too.

4. There was also a question of whether the licence should cover hire. The respondent's

draft licence did but the applicant's did not, I assume because as became apparent at the hearing the applicant does not itself hire out pumps but rather manufactures pumps which it then sells on to, amongst others, companies which do hire them to end users. In these circumstances, where it is clear that the applicant does not wish to hire pumps itself, there is no reason for the licence to deal with hiring and I have therefore left it out.

5. Another issue arising was a clause proposed by the applicant which would have allowed the applicant to pay royalties even where the items in question had not been sold or otherwise disposed of. I considered this kind of clause in my Interim Decision where, in paragraph 88, I decided that it was not needed and would not be included. In my view the latest draft, in which the applicant has reverted to the version supplied with its original application, also serves no discernably useful purpose and I have not therefore included it.

6. There are two areas where I have adopted a line that had been proposed by neither party. The first concerns payment dates. Neither side had taken proper account of the actual periods involved. As from 1 November this licence will have exactly nine months - ie three quarters - to run. It seems to me, therefore, that it would be much more sensible for the first royalty payment to cover the period up to 31 October, since otherwise there may be a few odd days left to be accounted for at the end of the licence. The second concerns the auditor. Both drafts referred quite inconsistently to "independent accountant", "authorised representative", "professional person" and "Licensor's auditor". As far as I can see these should all be the same person, and I have made this clear in the licence.

7. The one remaining issue was the interest rate to be charged on overdue royalties, the applicant having offered 1.5%, and the respondent 2.5%, above Lloyd's Bank Plc's base rate. I have provided for a rate of 2.5% above base rate because it seems to me that of the two suggestions this is nearer to the rate the applicant would be charged by a commercial bank on an agreed overdraft.

8. Finally, I should dispose of the issue of costs. I said in my Interim Decision that I was prepared to consider submissions on costs for the proceedings subsequent to my oral

Preliminary Decision of the 5<sup>th</sup> December 1996. In the event I have not received any submissions and accordingly I shall make no order as to costs.

9. Thus, in conclusion, I hereby order the respondent to grant to the applicant a licence in the terms appended to, and forming part of, this decision.

10. Under section 249 of The Act any appeal from this decision lies to the Appeal Tribunal constituted under section 28 of the Registered Designs Act 1949 and must be filed within six weeks of the date of this decision, set out below.

Dated this 27<sup>th</sup> day of October 1998

P HAYWARD

Superintending Examiner, acting for the Comptroller.

**THE PATENT OFFICE**

**THIS LICENCE OF RIGHT** is made between

- (1) **ANDREW SYKES GROUP PLC** (“the Licensor”) of Premier House, Darlington Street, Wolverhampton WV1 4JJ; and
- (2) **STERLING FLUID SYSTEMS LIMITED** (“the Licensee”) of Theale Cross, Calcot, Reading, Berkshire RG31 7SP

**WHEREAS:**

(A) The Licensee seeks a licence pursuant to paragraph 19(2) of Schedule 1 of the Copyright Designs and Patents Act 1998 ("The Act") and section 237 thereof (“the Application”) and has applied to the Comptroller-General of Patents, Designs and Trade Marks under section 247 of The Act to settle the terms of the licence; and

(B) Following an Agreement between the Licensor and the Licensee, dated 2 April 1997, under which the Licensor agreed to indemnify the Licensee in the event that it is found that the Licensor is not the owner of the rights, the subject of the Application, the Licensor became the Respondent to the Application;

the Comptroller orders that a Licence is granted pursuant to the Application on the following terms:

1. **Definitions**

In this Licence the following terms shall have the meanings set out in this clause:

- 1.1 “Parts” shall mean component parts of Pumps, Pump Ends and Pump Sets and assemblies thereof and therefor, being parts as described in the schedule of Sykes Design Parts in Schedule 1 hereto or any such parts which may be modified and given a new part number, any such modification being to the

extent only that the parts do not become the subject of completely new designs.

- 1.2 “Pump” shall mean a centrifugal, end suction pump, comprising, in the main, an impeller, a volute casing, a shaft, bearings, a bearing housing and a shaft sealing device.
- 1.3 “Pump End” shall mean a Pump to which is attached a priming tank assembly, a non-return valve assembly and a vacuum pump assembly, containing a Part or Parts, but without a diesel engine or other motive power unit or a chassis.
- 1.4 “Pump Set” shall mean a Pump End installed on a mobile chassis and connected to a diesel engine or other motive power unit, with or without an acoustic canopy.
- 1.5 “SY Pump End”, “SY Pump Set”, “High Head SY Pump End” and “High Head SY Pump Set” shall mean:
  - (a) those Pump Ends and Pump Sets identified respectively as “SY Pump End”, “SY Pump Set”, “High Head SY Pump End” and “High Head SY Pump Set” in Schedule 2 hereto; and
  - (b) Pump Ends and Pump Sets to be manufactured in the future which are broadly similar to any of the Pump Ends and Pump Sets identified as “SY Pump End”, “SY Pump Set”, “High Head SY Pump End” and “High Head SY Pump Set” in Schedule 2 hereto, notwithstanding that they may be dealt with under a model number not contained in Schedule 2 hereto.
- 1.6 “Licenced Goods” shall mean all SY Pump Ends, SY Pump Sets, High Head SY Pump Ends, High Head SY Pump Sets (including component parts or assemblies thereof and therefor) and any other products containing a Part or

Parts, the manufacture of which without the licence of the Licensor would infringe any Relevant Copyright;

1.7 “Relevant Copyright” shall mean all such copyright as is vested in the Licensor which would be infringed by the manufacture without the licence of the Licensor of any and all Licenced Goods.

1.8 “Net Sales Value” shall mean the price invoiced by the Licensee to its purchaser, lessee, distributor or agent as the case may be after the deduction of trade discounts and (where applicable and shown on the invoice) Purchase, Sales or Value Added Taxes and the costs of delivery.

1.9 “Quarter” shall mean three calendar months.

## 2. **Licence**

2.1 The Licensor hereby grants to the Licensee a non-exclusive licence to do all acts which would otherwise constitute an infringement of any Relevant Copyright in connection with the manufacture, or the sale, disposal or other dealing, by the Licensee of Licenced Goods provided always that the Licensee shall not grant any sub-licence hereunder save in respect of Licenced Goods manufactured for supply to the Licensee.

2.2 All such Licenced Goods as are manufactured under any said licence shall be recorded in the records which the Licensee must keep in accordance with clause 4.7 and within 3 days of being requested by the Licensor to do so, the Licensee will provide in confidence to the Licensor’s auditor (who for the purpose of this licence shall be an independent accountant to be agreed between the parties; or, in the absence of such agreement, to be appointed by the President of the Institute of Chartered Accountants in England and Wales) a document setting out the name and address of any sub contractor and the

model numbers and descriptions of the Licenced Goods which the said sub contractor is contracted to make and will promptly notify the said auditor of any subsequent changes to the sub-contracting arrangements.

2.3 Nothing in this licence shall be construed as a licence to the Licensee under any other rights of the Licensor.

### 3. **Duration**

3.1 The Licence granted by clause 2 hereof shall have effect as from 14 February 1996 and shall continue in force until (and including) 31 July 1999 unless terminated by the Licensee on at least one month's notice in writing to expire at the end of such notice period.

3.2 The Licensor or the Licensee may determine this Licence upon the occurrence of any of the following events:

(a) the failure by the other party to remedy any breach of this Agreement within one month after receiving a notice referring to this clause and specifying a breach hereof which has been committed by the said party;  
or

(b) the liquidation or winding up (other than for the purposes of reconstructing or amalgamation ) of the other party or the appointment of a liquidator or receiver to the assets of the said party.

### 4. **Royalties**

4.1 Royalties shall be due in respect of the sale or other disposal by the Licensee of the Licenced Goods (whether or not included or incorporated into any other goods) with effect from 7 April 1997.



- 4.2 Royalties shall not be due in respect of any goods referred to in clause 4.1 which shall have been wholly manufactured or sold before 7 April 1997 or which shall be wholly manufactured after 31 July 1999.
- 4.3 Subject to Clause 4.4 below, royalties shall be calculated at the following rates, being the percentages shown of the Net Sales Value in respect of every Licensed Good manufactured by the Licensee with effect from 7 April 1997 under the licence granted hereby:-

<u>Licensed Goods</u>	<u>Royalty Rate</u>
SY Pump Ends	7%
Sub-assemblies of SY Pump Ends	7%
Parts sold as spare parts	7%
SY Pump Sets, without canopy	3½%
SY Pump Sets, with canopy	2½%
All other Licensed Goods	1½%

- 4.4 The royalty payable for High Head SY Pump Ends and Pump Sets, and any other pump set which includes a High Head SY Pump End, shall be one half the royalty which would otherwise be payable under Clause 4.3 above.
- 4.5 In the case of Licenced Goods in respect of which a royalty has been paid (“the earlier royalty”) which are returned to the Licensee for replacement (whether under guarantee or otherwise), the Licensee may set the earlier royalty off

against any royalties thereafter which may fall due, provided always that if the Licensee shall sell, hire, or dispose of such returned goods, a fresh royalty shall then fall due in respect thereof.

- 4.6 The royalty in respect of all Licensed Goods which were sold or otherwise disposed of from the 7 April 1997 to the 31 October 1998 shall be paid and will become due on the 31 October 1998. Subsequently, royalties shall be paid and will become due quarterly, each payment being for all Licenced Goods which were sold or otherwise disposed of in such quarter. Each royalty payment shall be accompanied by a statement showing:
- (a) The total royalty due and payable for the period in question
  - (b) The total number of Licenced Goods sold or otherwise disposed of by the Licensor during the period in question
  - (c) The part numbers of each of the Licenced Goods so sold or otherwise disposed of
  - (d) The price paid invoiced or to be invoiced to the Licensee's customers in respect of each of the Licenced Goods so sold or otherwise disposed of.
- 4.7 The Licensee shall keep such books account, invoices and other records as will enable such royalty statements to be verified and from which the royalties payable under this agreement can be accurately calculated until 6 years after the sale or other disposal of all goods in respect of which royalties would fall due.
- 4.8 On termination for whatever reason, royalties shall be paid and will become due 28 days thereafter on any Licenced Goods manufactured since 7 April 1997 under this licence and not accounted for in a statement provided in accordance

with clause 4.6 and the Licensee shall accompany such payment with a statement giving the details set out in clause 4.6. Where such Licenced Goods have not as at that date been invoiced the “Net Sales Price ” of each such Licenced Good shall be the “Net Sales Price” most recently invoiced by the Licensee in respect of such Licenced Goods (or if such Licenced Goods have not been so invoiced within the last 12 months the “Net Sales Price” invoiced by the Licensee within the last 12 months for its nearest equivalent Licenced Good).

4.9 The Licensor shall have the right upon reasonable notice and at any reasonable time (being not less than one calendar month after any previous inspection) to inspect such books of account or other records by its auditor who shall have the right to take copies thereof provided always that the Licensee shall not be obliged to disclose the identity of any customer or supplier of the Licensee other than in confidence to the auditor who shall not disclose the same to the Licensor and shall use the same only for the purpose of verifying such royalty statements.

4.10 All the Licensor’s auditing expenses shall be paid by the Licensee if the actual payments made to the Licensor are more than 5% less than the correct figure as certified by the Licensor’s auditor.

4.11 Any and all royalties left unpaid after 28 days from the date due in accordance with clause 4.6 or 4.8 above shall bear interest at 2.5% above Lloyds Bank Plc’s base rate in effect at the close of business on the last business day of the quarter to which the royalties relate.

## 5. Service

5.1 Service of the Licensor shall be at:

Premier House  
Darlington Street  
Wolverhampton  
WV1 4JJ

or such other address as the Licensor shall notify the Licensee in writing.

5.2 Service of the Licensee shall be at:

Theale Cross  
Calcot  
Reading  
Berkshire  
RG31 7SP

or such address as the Licensee shall notify the Licensor in writing.

5.3 Service may be by 1<sup>st</sup> class registered post from within the United Kingdom in which case it shall be deemed for the purposes of this Agreement to have been received 3 working days after posting or by acknowledged facsimile transmission in which case it shall be deemed to have been received on the date of acknowledgment.

6. **Law**

The law applicable to the validity, construction and enforcement of this Licence shall be English law and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute touching upon this Licence.

---

# SCHEDULE 1

Categories: C = Cast Parts (fully machined)

F = Fabricated Parts

S = Sykes unique Parts either manufactured in-house or bought-in

Category	Part No	Description
C	181/4185	4" INTAKE HALF
C	181/4186	2" INTAKE HALF
C	181/4188	6" INTAKE HALF
C	347/4510	TOP COVER
C	347/4511	VALVE COVER
C	347/4519	COVER - AIR FILTER
C	356/4291	TOP COVER
C	356/4292	VALVE COVER
C	356/4296	ADJUSTABLE SEAT - CONTROL VALVE
C	373/4147	FRONT COVER PLATE
C	374/4004	BACK WEAR PLATE
C	374/4028	FRONT COVER PLATE
C	374/4238	FRONT COVER PLATE
C	380/4002	PRIMARY TANK
C	380/4109	BEARING HOUSING - PUMP END B/TD
C	380/4111	GREASE RETAINER - PUMP END
C	380/4113	BEARING END CAP - D/END B/TD
C	380/4133	STUB SHAFT - TS2
C	380/4159	BACK COVER PLATE
C	380/4164	SPRING CARRIER - B/TD
C	380/4167	RETAINING RING - B/TD
C	380/4168	PACKING CARRIER - BRZ - B/TD
C	380/4237	BACK WEAR PLATE
C	380/4242	FRONT COVER PLATE
C	380/4243	PRIMING SUMP
C	380/4244	IMPELLER - 2 VANE
C	380/4245	FRONT WEAR PLATE
C	380/4259	VOLUTE
C	380/4268	CLAMP - JACKSTAND
C	380/4362	COALESCER TANK
C	380/4372	SPACER - ENGINE EXHAUST
C	380/4374	FRONT RUBBING PLATE
C	380/4390	VALVE BODY - 3" N.R.V (BALL TYPE)
C	381/4001	TEE PIECE
C	381/4079	BRACKET - BRG HSG SUPPORT
C	381/4109	BACK COVER PLATE
C	381/4137	IMPELLER - 2 VANE
C	381/4138	BACK RUBBING PLATE
C	381/4142	FRONT RUBBING PLATE
C	381/4143	VOLUTE
C	381/4160	ADAPTOR PLATE - 4" N.R.V
C	381/4207	BEARING HOUSING
C	381/4229	ADAPTOR BEND - 4"

Category	Part No	Description
C	382/4052	IMPELLER - 2 VANE
C	382/4053	FRONT RUBBING PLATE
C	382/4054	BACK RUBBING PLATE
C	382/4055	IMPELLER - 2 VANE-BRZ
C	382/4056	FRONT RUBBING PLATE
C	382/4057	BACK RUBBING PLATE
C	382/4060	FRONT COVER PLATE
C	382/4086	VALVE BODY - 4" NON RETURN VALVE
C	382/4087	IMPELLER - 2 VANE
C	382/4089	FRONT WEAR PLATE - ACME - 150
C	383/4001	TEE PIECE
C	383/4038	PRIMING SUMP
C	383/4039	PRIMING TANK
C	383/4115	BEARING HOUSING - PUMP END B/TD
C	383/4124	BEARING END CAP - DRIVE END B/T
C	383/4139	BACK COVER PLATE
C	383/4166	BACK WEAR PLATE
C	383/4167	STUB SHAFT - ENGINE
C	383/4169	VOLUTE
C	383/4171	IMPELLER - 2 VANE
C	383/4176	BACK WEAR PLATE - BRONZE
C	383/4177	IMPELLER - BRONZE
C	383/4191	WEAR PLATE
C	383/4192	WEAR PLATE - BRONZE
C	383/4197	ADAPTOR PLATE - 6"
C	383/4230	WEAR PLATE
C	383/4231	FRONT COVER PLATE
C	383/4233	ADAPTOR PLATE
C	383/4242	BEARING HOUSING
C	383/4243	BEARING HOUSING - DRIVE END
C	383/4244	END CAP - PUMPEND
C	383/4251	ADAPTOR BEND
C	384/4013	CAP - OIL FILLER
C	384/4031	PRIMING SUMP
C	384/4058	IMPELLER - 3 VANE
C	384/4059	FRONT WEAR PLATE
C	384/4080	VALVE BODY - 6" N.R.V
C	384/4083	FRONT WEAR PLATE
C	384/4084	IMPELLER
C	386/4001	VOLUTE
C	386/4002	REFLUX BOX
C	386/4004	PRIMING TANK
C	386/4025	FULCRUM ARM
C	386/4044	IMPELLER - 2 VANE STANDARD
C	386/4057	IMPELLER - 2 VANE ELECTRIC DRIVEN
C	386/4075	TOP COVER
C	386/4076	FILTER COVER
C	386/4080	ADAPTOR - SUCTION
C	386/4081	ADAPTOR - DISCHARGE
C	386/4109	PACKING CARRIER
C	386/4110	MATCHING PIECE
C	387/4001	VOLUTE

Category	Part No	Description
C	387/4002	IMPELLER - 2 VANE
C	387/4003	MATCHING PIECE
C	387/4007	PACKING CARRIER
C	387/4013	NON RETURN VALVE
C	387/4016	WEAR PLATE
C	387/4060	IMPELLER
C	387/4101	MOUNTING BRACKET - VACUUM
F	374/4257	BATTERY BOX
F	374/4275	STRIP - BATTERY BOX
F	380/4059	TOWBAR - FIXED
F	380/4251	AXLE BOX COMPLETE
F	380/4253	SWIVEL - FRONT AXLE
F	380/4254	TOWBAR - FRONT AXLE
F	380/4301	LIFTER - WP100
F	380/4302	LIFTER BRACKET
F	380/4311	BRACKET - COALESCER MOUNTING
F	380/4312	GUARD - PUMP SHAFT - GP/WP100
F	380/4313	GUARD - PUMP SHAFT - GP100M
F	380/4337	COUPLING GUARD/BATTERY COVER
F	380/4343	MOUNTING BRACKET - TOW HITCH
F	380/4344	CROSS MEMBER - TOW HITCH
F	380/5071	TOW PLATE
F	380/5076	BRACKET - TOWBAR
F	381/4050	FILLER NECK ASSEMBLY
F	381/4144	FRONT AXLE
F	381/4147	CHASSIS - GP100M
F	381/4162	AXLE ASSY - H.S.T
F	381/4164	AXLE MOUNTING PLATE - H.S.T
F	381/4165	MOUNTING BRKT - TOW HITCH
F	381/4166	CROSS BRKT - TOW HITCH - H.S.T
F	381/4187	GUARD - COUPLING/BATTERY COVER
F	382/4075	CHASSIS - GP/WP150 X TS3
F	383/4173	CHASSIS - GP150 X LISTER
F	383/4193	PEDESTAL BRKT - ENGINE MOUNTING
F	383/4214	GUARD - COUPLING/BATTERY COVER
F	383/4261	CHASSIS - GP150M X LISTER
F	383/4262	GUARD - COUPLING/BATTERY
F	386/4029	CHASSIS/FUEL TANK
F	386/4030	LIFTER BRACKET
F	386/4033	HANDLE ASSEMBLY
F	386/4035	GUARD - FLYWHEEL
F	386/4055	SKID FRAME
F	386/4067	GUARD - VACUUM PUMP DRIVE
F	386/4068	BRACKET - VACUUM PUMP
F	387/4008	CHASSIS - GP80/100 X TR1
F	387/4032	BRACKET - LIFTER
F	387/4033	BATTERY HOUSING
F	387/4035	CHASSIS - GP100 X TRS HS
F	387/4037	GUARD - MATCHING PIECE
F	387/4072	ADAPTOR BEND
F	387/4081	MOUNTING FRAME - V/PUMP -
F	387/4083	BEDPLATE - GP80 X 5.5 KWEM

Category	Part No	Description
F	387/4087	GUARD - GP80 - EM
F	387/4090	SUPPORT PLATE
F	387/4104	MOUNTING PLATE - OIL RESERVOIR
F	387/4112	GUARD - VACUUM PUMP DRIVE
S	154/4001	VALVE BALL
S	310/4329	BALL - NON RETURN VALVE
S	340/4022	FLOAT - PRIMARY
S	340/4452	ADAPTOR - V/PUMP OIL SUMP FILTER
S	340/4509	FLOAT DISC
S	345/4417	FLOAT - PRIMARY
S	347/4007	GAUZE FILTER
S	347/4521	VALVE ROD
S	347/4522	VALVE SEAT INLET/OUTLET
S	347/4523	MAIN VALVE - INLET
S	347/4524	VALVE - AIR INLET
S	347/4525	DIAPHRAGM
S	347/4526	FLOAT ROD
S	347/4527	COMPRESSION SPRING
S	347/4547	FLOAT
S	356/4035	FULCRUM BRACKET
S	356/4036	FULCRUM ARM
S	356/4037	FULCRUM PIN
S	356/4038	PIN - VALVE SUPPORT
S	356/4044	ELEMENT- AIR-FILTER
S	356/4284	DIAPHRAGM
S	356/4293	VALVE SEAT
S	356/4294	VALVE BALL
S	356/4297	VALVE - CONTROL VALVE
S	356/4298	SPRING RETAINER - CONTROL VALVE
S	356/4300	DISTANCE PIECE
S	356/4425	SPINDLE - CONTROL VALVE
S	361/4033	AIR OUTLET VALVE
S	361/4035	FULCRUM BRACKET
S	361/4036	FULCRUM ARM
S	380/4017	RENEWABLE SEAT
S	380/4057	STAND PIPE - FUEL TANK
S	380/4084	SPACER - ENGINE BRACKET
S	380/4107	SHAFT
S	380/4110	BEARING SPACER - PUMP END
S	380/4114	GREASE RETAINER - DRIVE END
S	380/4160	SPRING - V.P.S
S	380/4162	RETAINING PIN
S	380/4163	RETAINING RING - B/TD
S	380/4262	SWING PIN - FRONT AXLE
S	380/4263	SWIVEL PIN - FRONT AXLE
S	380/4266	LEG - JACK STAND
S	380/4267	BRACKET - JACK STAND
S	380/4269	SCREW - JACK STAND CLAMP
S	380/4283	SPACER - BEARING HOUSING
S	380/4298	PEDESTAL BRKT - SUMP SUPPORT
S	380/4333	BATTERY CLAMP
S	380/4336	CLAMP SUPPORT



Category	Part No	Description
S	380/4345	STAND PIPE - FUEL TANK
S	380/4357	RETAINER - COALESCER FILTER
S	380/4404	LIQUID THROWER
S	380/4405	BEARING HOUSING
S	380/4406	END CAP - PUMP END
S	380/4407	BEARING HOUSING-DRIVE END
S	380/4412	SPRING GAITER
S	380/4413	SLEEVE - IMPELLER WEAR
S	380/4417	RESTRICTOR
S	381/4150	PIPE ADAPTOR
S	381/4151	ADAPTOR PLATE - 25 CFM VACUUM
S	381/4171	BRACKET - MUDGUARD
S	381/4174	SPREADER PLATE
S	381/4175	BRACKET - LIGHTING BOARD
S	381/4176	BRACKET
S	381/4185	SUPPORT - LIGHTING BOARD
S	381/4222	SEAT - NON RETURN VALVE
S	381/4223	SEAT - NON RETURN VALVE
S	381/4227	SPACER-WHEEL ASSY
S	382/4065	COVER - COALESCER TOWER
S	383/4040	VALVE BODY - BOTTOM
S	383/4041	VALVE BODY - TOP
S	383/4042	MAIN VALVE
S	383/4043	PILOT VALVE
S	383/4044	ROD - MAIN VALVE
S	383/4045	VALVE STEM
S	383/4118	SHAFT
S	383/4119	GREASE RETAINER - PUMP END
S	383/4120	BEARING SPACER - PUMP END
S	383/4121	GREASE RETAINER - DRIVE END
S	383/4178	ADAPTOR PLATE - 60 CFM V/PUMP
S	383/4185	BRACKET - JACKSTAND
S	383/4238	BUMPER BAR
S	383/4241	LIQUID THROWER
S	383/4249	SUPPORT - PUMP PACKING L/H & R/H
S	386/4009	STUB SHAFT - AD1
S	386/4011	SLEEVE
S	386/4014	WEAR RING
S	386/4022	CONNECTING BOSS-INLET
S	386/4023	VALVE PIN
S	386/4024	FULCRUM PIN
S	386/4027	FLOAT ROD
S	386/4045	SEAT - REFLUX BOX
S	386/4058	NUT - IMPELLER
S	386/4060	ADAPTOR FLANGE
S	386/4069	SPACER
S	386/4072	FLOAT WEIGHT
S	386/4098	VALVE MODULE
S	386/4099	SUPPORT BRACKET-LIFTER
S	386/4100	BRACKET - LUBRICATED VACUUM
S	386/4104	VALVE SEAT
S	386/4108	BRACKET - LUBRICATOR

Category	Part No	Description
S	387/4014	SEAT - NON RETURN VALVE
S	387/4015	STUB SHAFT
S	387/4017	END CAP
S	387/4022	SHAFT SLEEVE
S	387/4045	SET SCREW - SPECIAL
S	387/4063	SLEEVE - SHAFT
S	387/4067	LIFTER
S	387/4071	ADAPTOR FLANGE
S	387/4084	ADAPTOR PLATE - GP80 X 5.5 KWEM
S	387/4110	FRONT MOUNTING PLATE - OIL TANK
S	387/4111	REAR MOUNTING PLATE - OIL TANK
S	387/4116	FRONT MOUNTING PLATE - OIL TANK
S	500/4113	JOINT - ADAPTOR PLATE-N.R.V
S	500/4157	JOINT - FULCRUM BRKT/TOP COVER
S	500/4170	JOINT - FLANGED ADAPTOR/VAC
S	500/4173	JOINT - ADAPTOR TO VACUUM PUMP
S	500/4174	JOINT - FLANGED BEND/VAC PUMP
S	500/4200	JOINT - ADAPTOR TO VACUUM PUMP
S	500/4213	WASHER - COVER/FILTER
S	500/4235	JOINT - FULCRUM BRKT/TOP COVER
S	500/4245	JOINT - TOP COVER/PRIMARY TANK
S	500/4246	JOINT - VALVE COVER/TOP COVER
S	500/4262	JOINT - TOP COVER/PRIMARY TANK
S	500/4263	JOINT - TOP COVER/VALVE COVER
S	500/4268	JOINT - AIR FILTER COVER/VALVE
S	500/4305	GASKET - FRONT & BACK COVER
S	500/4306	GASKET - FRONT & BACK COVER
S	500/4307	GASKET - FRONT & BACK COVER
S	500/4316	JOINT - FRONT COVER/VOLUTE
S	500/4317	JOINT - FRONT COVER
S	500/4318	JOINT - FRONT COVER
S	500/4341	GASKET - YELLOW - 0.50MM
S	500/4342	GASKET - YELLOW - 0.50MM
S	500/4343	GASKET - NATURAL - 1.0MM
S	500/4344	GASKET - NATURAL - 2.0MM
S	500/4373	JOINT - PRIMARY TANK/PRIMARY
S	500/4397	GASKET - TANK/SUMP
S	500/4410	GASKET - BACK COVER
S	500/4411	GASKET - VACUUM PRESSURE SEAL
S	500/4413	JOINT - COALESCER COVER
S	500/4423	GASKET - FILTER COVER
S	500/4424	GASKET - TOP COVER/PRIMARY TANK
S	500/4425	GASKET - VOLUTE
S	500/4430	GASKET - NON RETURN VALVE
S	500/4431	GASKET - 6"/6" NON RETURN VALVE
S	500/4432	GASKET - VOLUTE/MATCHING PIECE
S	500/4434	GASKET - 3"/4"/6" NON RETURN VALVE
S	500/4438	GASKET - MATCHING PIECE
S	500/4439	GASKET - PRIMING TANK

## SCHEDULE 2

<b>PRODUCT</b>	<b>Description</b>
<b>SY PUMP ENDS</b>	
SY3801054	100-60/PUMP END/STD
SY3811080	100M-25 PUMP END/SPI SPEC
SY3821067	150-25/PUMP END/STD
SY3821077	150-60/PUMP END/STD
SY3821101	150A-60/PUMP END/SPI SPEC
SY3831061	150M-60/PUMP END/STD
SY3841029	200-60/PUMP END/STD
SY3841051	200-60/PUMP END/SPI SPEC
SY3841053	200A-60/PUMP END/SPI SPEC
SY3871037	100 PUMP END/STD/SPI SPEC
SY3871039	100-60/PUMP END/SPI SPEC
<b>HIGH HEAD SY PUMP ENDS</b>	
SY3811078	100HH-25/PUMP END/STD
SY3811082	100HH-60/PUMP END/SPI SPEC
SY3831101	HH150-60/PUMP END
<b>SY PUMP SETS WITHOUT CANOPIES</b>	
SY3811051	100M-25/TR2/ES/4WHCH/STD
SY3811052	100M-25/TR2/ES/HST/STD
SY3811058	100M-25/TR2/HS/2WHST/STD
SY3821071	150-25/TS3/ES/4WHCH/STD
SY3821078	150-60/TS3/ES/4WHCH/STD
SY3821084	150-60/TS3/HS/2WHST/STD
SY3821102	150-60/TS3/HS/2WH/BRZ/I-COT
SY3831067	150M-60/TR2/ES/4WHCH/STD
SY3831068	150M-60/TR3/ES/HST/STD
SY3831075	150M-60/TR3/HS/2WHST/STD
SY3831079	150M-60/TR3/HS/2WHST/BRZ
SY3841047	200-25/CD4/4WHCH/STD
SY3861012	50/75-6AD1/2WHST/2 VANE

SY3861015	50/75-6/EM/BEDPLATE/2 VANE/LVP
SY3871032	100-18/TR1/ES/2WHST
SY3871034	100-18/5.5KW EM/BEDPLATE
SY3871036	100-18/TR1/HS/2WHST/STD/H-P
<b>HIGH HEAD SY PUMP SETS WITHOUT CANOPIES</b>	
SY3811077	100HH-25/CD4/SKID
SY3831102	150HH-25/CDT6/SKID
<b>SY PUMP SETS WITH CANOPIES</b>	
SY3811084	100M-25/LPW3/HST/CONOPY
SY3811085	100M-25/LPW3/4WHST/CANOPY
SY3831113	150M-60/LPW4/HST/CANOPY
SY3831114	150M-60/LPW4/4WHST/CANOPY
<b>NON-SY PUMP ENDS AND PUMP SETS</b>	
150AF25	150AF-25/PUMP END
200AF60	200AF-60/PUMP END
200BF60	200BF-60/PUMP END
300AF60	300AF-60/PUMP END
300CF60	300CF-60/PUMP END LESS NRV&P/TANK
E17252	300CF-60 PERKINS 2006/SKID
E17953	200AF-60/CDT4/SKID