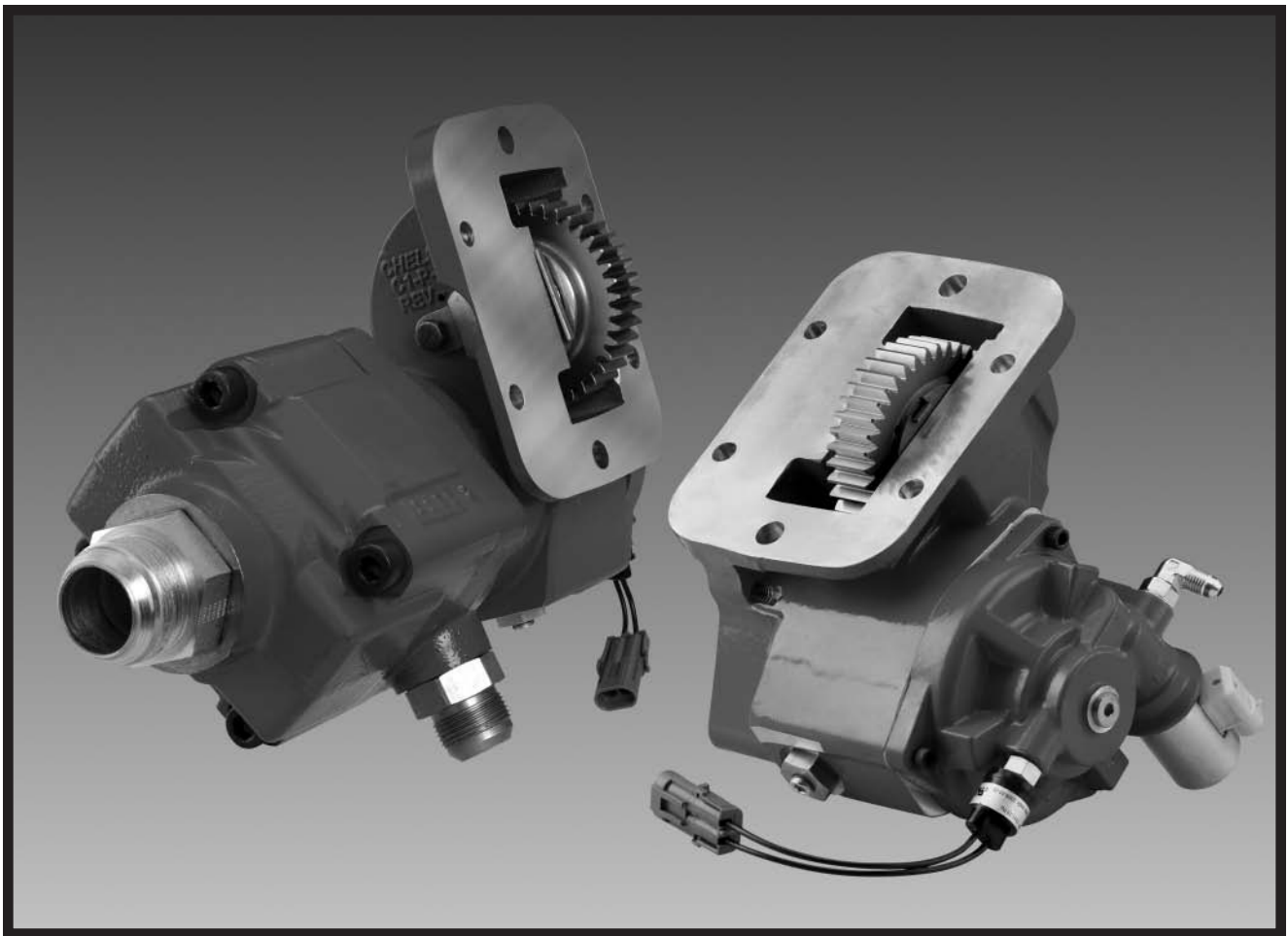


## Parts List 249 Series

Effective: March 15, 2015  
Supersedes: January 15, 2015

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### **WARNING — User Responsibility**

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS DESCRIBED HEREIN OR RELATED ITEMS CAN CAUSE DEATH, PERSONAL INJURY AND PROPERTY DAMAGE.

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**Contents**

**249 Series**

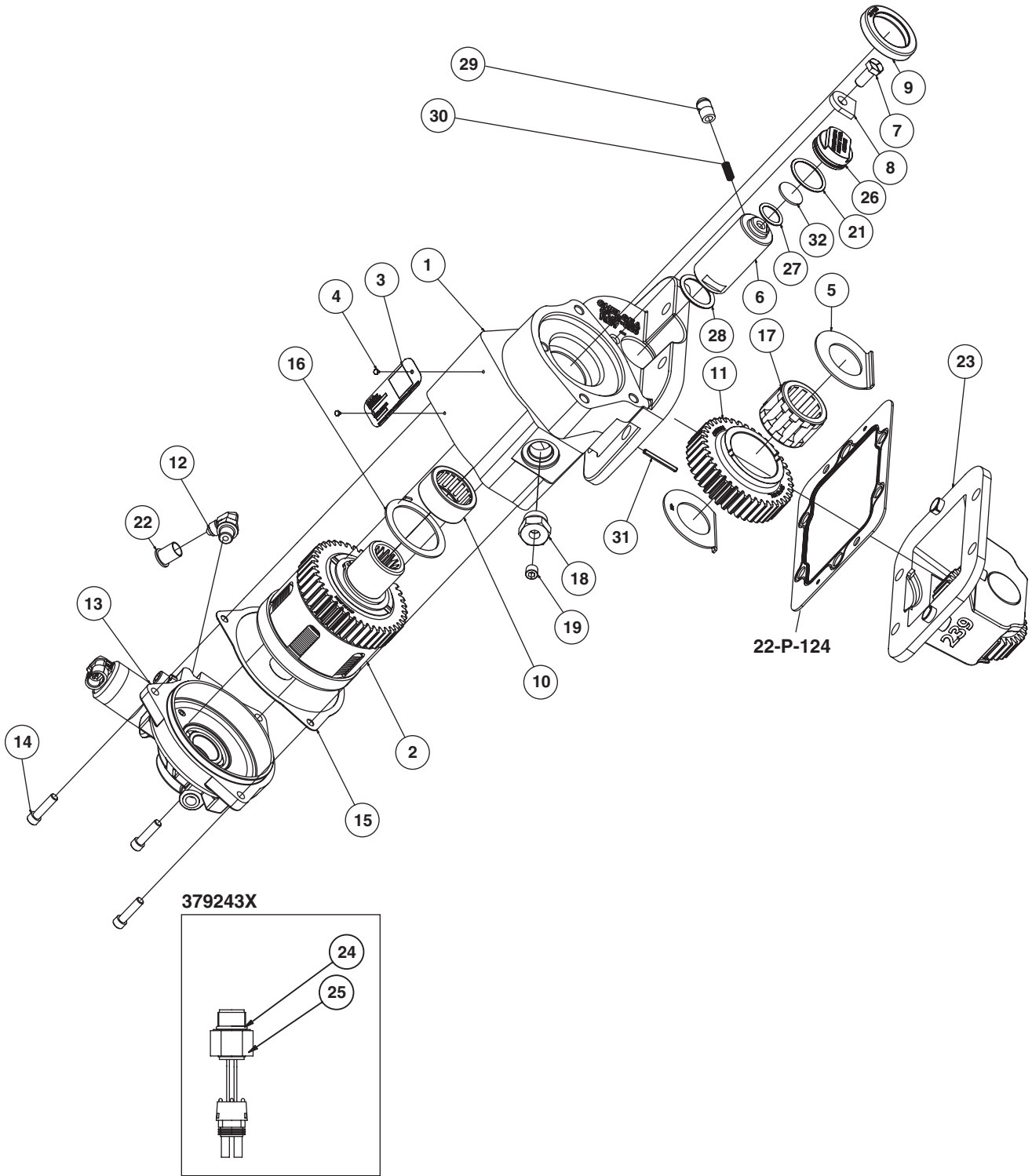
Exploded View ..... 1  
Bill of Materials ..... 2-3  
Driveshaft & Clutch Assembly Exploded View ..... 4  
Valve Cap Assembly Exploded View ..... 5  
Model Number Designation and Housing Dimensions ..... 6

**249V Series**

Exploded View ..... 7  
Bill of Materials ..... 8-9  
Driveshaft & Clutch Assembly Exploded View ..... 10  
Valve Cap Assembly Exploded View ..... 11  
Model Number Designation and Housing Dimensions ..... 12

**249/249V Series**

329806X Exploded View ..... 13  
Kits Bill of Material ..... 14-15  
Offer of Sale ..... 16



Bill of Materials

Item	Part Number	Description	Qty.
1	1-P-698	Housing .....	1
N.S.	329604-1X (See Page 4)	Ass'y Drive Shaft & Clutch ("XD" Output) .....	1 or
2	329604-2X (See Page 4)	Ass'y Drive Shaft & Clutch ("XP" Output) .....	1 or
N.S.	329604-3X (See Page 4)	Ass'y Drive Shaft & Clutch ("AD" Output) .....	1 or
3	68-P-51	Plate Name.....	1
4	378422	Screw Drive .....	2
5	31-P-135	Washer Thrust 1.280" x 2.300" x .064" .....	2
6	9-P-107	Shaft Idler 1.26" .....	1
7	378430-8	Capscrew HH .312" -18 x .750" .....	1
8	27-P-9	Plate Lock.....	1
9	28-P-225	Oil Seal 2.004" x 1.375" x .315".....	1
10	561030	Bearing Needle Roller Ass'y 1.375" x 1.750 x .75".....	1
11	33-P-76	Gear Reverse Idler 41T .....	1
12	379486	Elbow 90° .438" - 20.....	1
13	329614X (See Page 5)	Ass'y Valve Cap.....	1
14	379431-6	Capscrew SH .250" - 20 x 1.000" .....	3
15	22-P-123	Gasket Valve Cap .....	1
16	31-P-119	Washer Thrust 1.800" x 2.300" x .064" .....	1
17	561029	Bearing Needle Roller Ass'y 1.26" x 1.811" x 1.26" .....	1
18	379242	Adapter Straight .125" - 27 x .750" - 16.....	1
19	379231	Plug Pipe .125" - 27.....	1
N.S.	500007-29	Key Woodruff ("XD" Output Only) .....	1
21	28-P-335	O-Ring 1.112" x .103" .....	1
22	379564-2	Cap Thread .438" .....	1
23	329806X (See Page 13)	Ass'y Adapter .....	1
	379243X	Speed Sensor Kit.....	1
24	28-P-171	O-Ring .644" x .087" (w/E.O.C. Only) .....	1
25	379243	Sensor Speed (w/E.O.C. Only) .....	1
26	380458	Plug Idler 1.260" .....	1
27	28-P-71	O-Ring .674" x .103" .....	1
28	28-P-239	O-Ring 1.046" x .139".....	1
29	63-P-16	Poppet Shifter .....	1
30	37-P-73	Spring .231" x .716" .....	1
31	500720-17	Pin Spring .125" x 1.250".....	1
32	31-P-140	Washer Thrust .88" x .030" .....	1

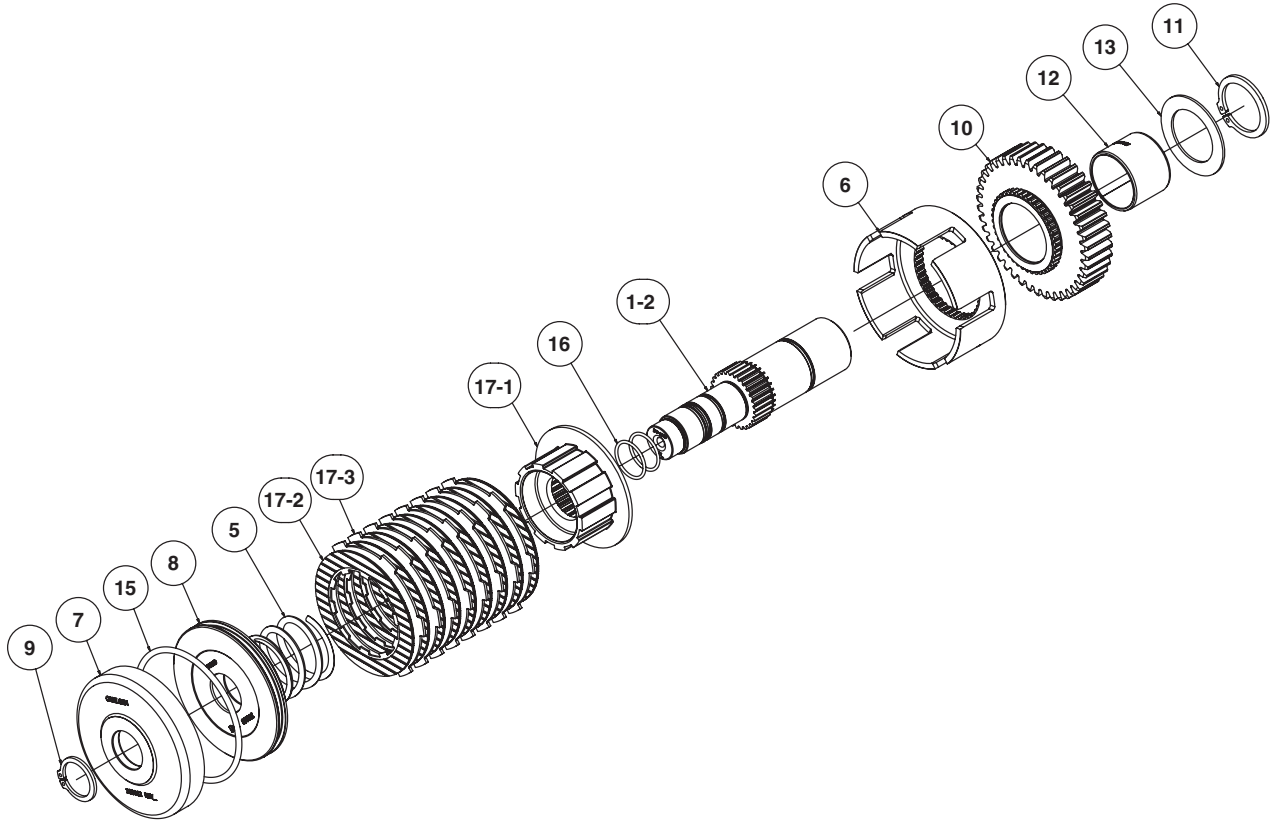
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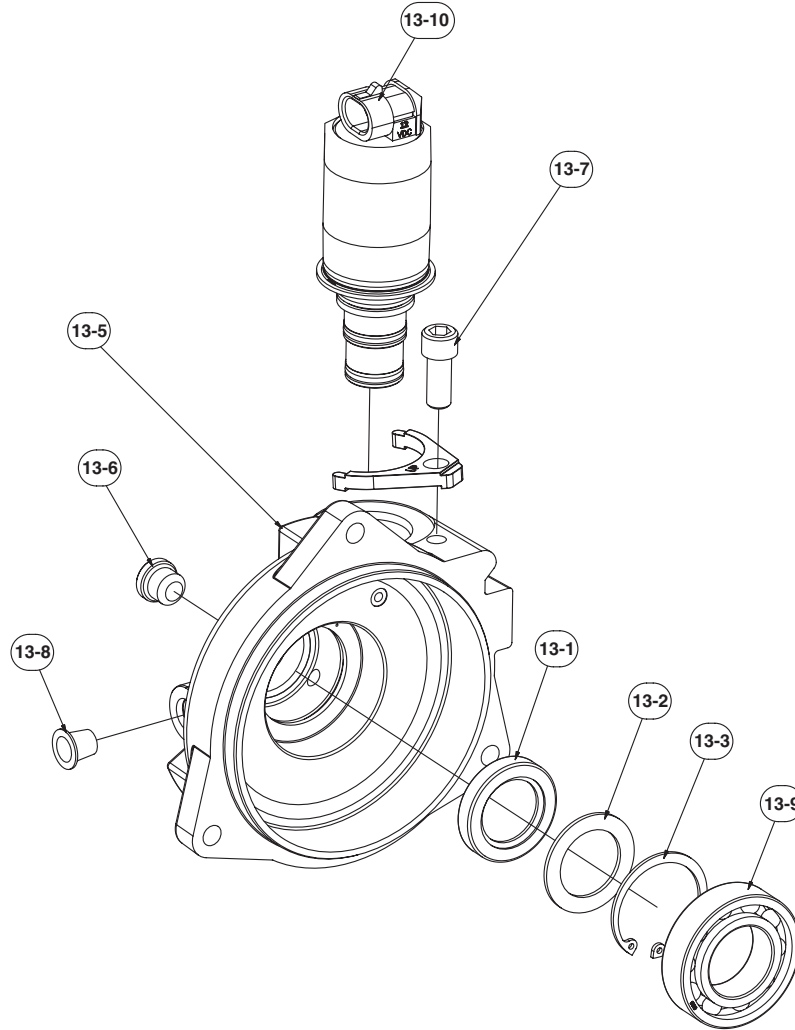
**Parts List  
249 Series**

**Bill of Materials**

Item	Part Number	Description	Qty.
		<b>LOOSE PARTS</b>	
	329248-5X	Kit Installation & Label.....	1
	379688	Spline Lube.....	1
	329651X	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"F" Mount).....	1
	329804X	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"G" Mount).....	1
	329650X	Ass'y Speed Limiter ("K" Shift Option).....	1
	329652X	Kit Installation & Mounting E.O.C. ("K" Shift Option).....	1
		<b>SERVICE KITS</b>	
	22-P-124	Mounting Gasket	
	8000-21X	PTO Mounting Stud Kit	
	329248-1X	Kit Gasket & Seal	
	329248-2X	Kit Bearing	
	329248-3X	Kit Clutch Repair	
	329248-4X	Kit Complete Rebuild (Includes 329248-1X, -2X, -3X, -4X)	
	329376-5X	Kit Soft Goods Service Kit, CGP-P11 Pump	



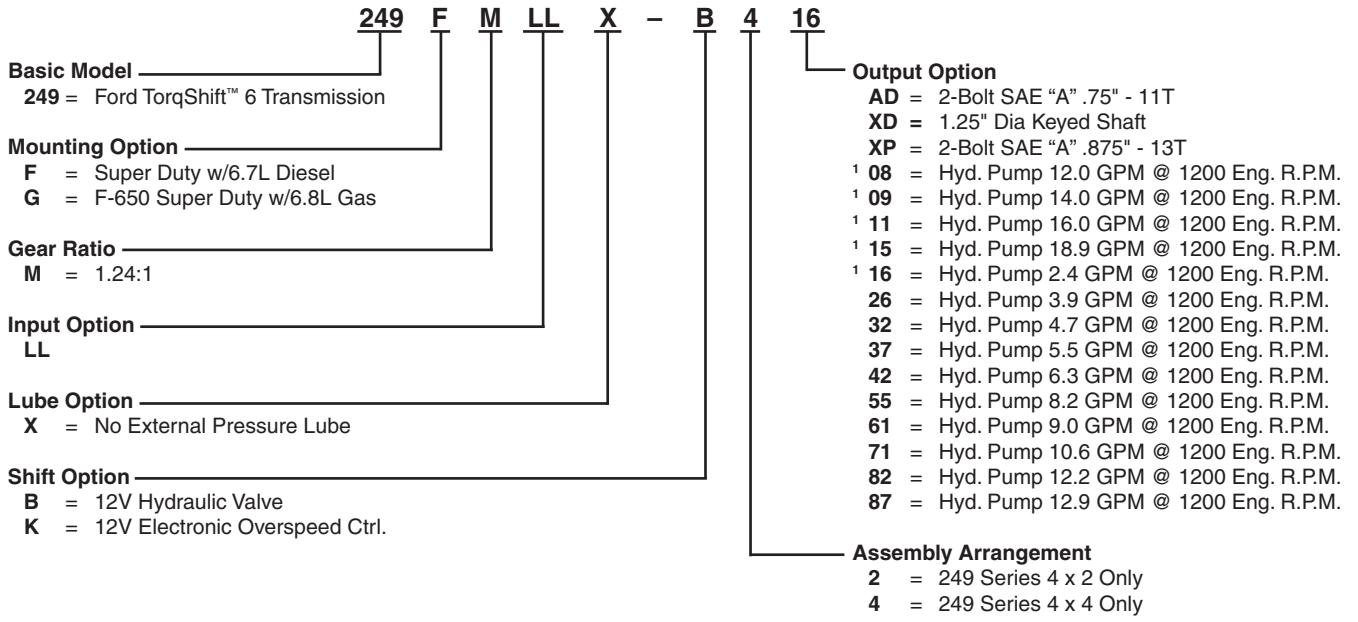
Item	Part Number	Description	Qty.
	<b>329604-1X</b>	Ass'y Drive Shaft & Clutch ("XD" Output)	
	<b>329604-2X</b>	Ass'y Drive Shaft & Clutch ("XP" Output)	
	<b>329604-3X</b>	Ass'y Drive Shaft & Clutch ("AD" Output)	
1-1	<b>3-P-1002</b>	Shaft Output ("XD" Output 1.25" Keyed).....	1 or
1-2	<b>3-P-1003</b>	Shaft Output ("XP" Output 7/8" - 13T) .....	1 or
1-3	<b>3-P-1004</b>	Shaft Output ("AD" Output 3/4" - 11T) .....	1
5	<b>37-P-56</b>	Spring 1.75" x 1.51" .....	1
6	<b>380061</b>	Gear Bell - 42T .....	1
7	<b>380062</b>	Cylinder Clutch .....	1
8	<b>380063</b>	Piston Clutch .....	1
9	<b>379693</b>	Lockring .....	1
10	<b>2-P-861</b>	Gear Output 42T.....	1
11	<b>378576</b>	Lockring .....	1
12	<b>561032</b>	Bearing Plain 1.378" x 1.535" x 1.18".....	1
13	<b>31-P-90</b>	Washer Thrust 1.382" x 2.730" x .062" .....	1
15	<b>28-P-288</b>	O-Ring 3.234" x .139" .....	1
16	<b>28-P-289</b>	O-Ring .864" x .070".....	2
	<b>329726X</b>	Kit Gear and Plates (Includes items 17-1,17-2, and 17-3) .....	1
17-1	<b>2-P-860</b>	Clutch Hub 29T.....	1
17-2	<b>379691</b>	Disc Friction .....	9
17-3	<b>380060</b>	Plate Clutch .....	8



Item	Part Number	Description	Qty.
13	<b>329614X</b>	Valve Cap Assembly	
13-1	<b>28-P-119</b>	Oil Seal 1.379" x .875" x .250".....	1
13-2	<b>378811</b>	Plate Seal Backup .....	1
13-3	<b>378849</b>	Lockring .....	1
13-5	<b>21-P-720</b>	Valve Cap .....	1
13-6	<b>379484</b>	Plug O-Ring Boss .438" - 20 .....	1
13-7	<b>378447-4</b>	Capscrew SH .312" - 18 x .750" .....	1
13-8	<b>500897-5</b>	Plug Shipping .....	1
13-9	<b>561031</b>	Bearing Ball .9843" x 1.8504" x .4724" .....	1
13-10	<b>380123-12</b>	Cartridge Valve Non Regulating 12V New Style Connector on Top .....	1

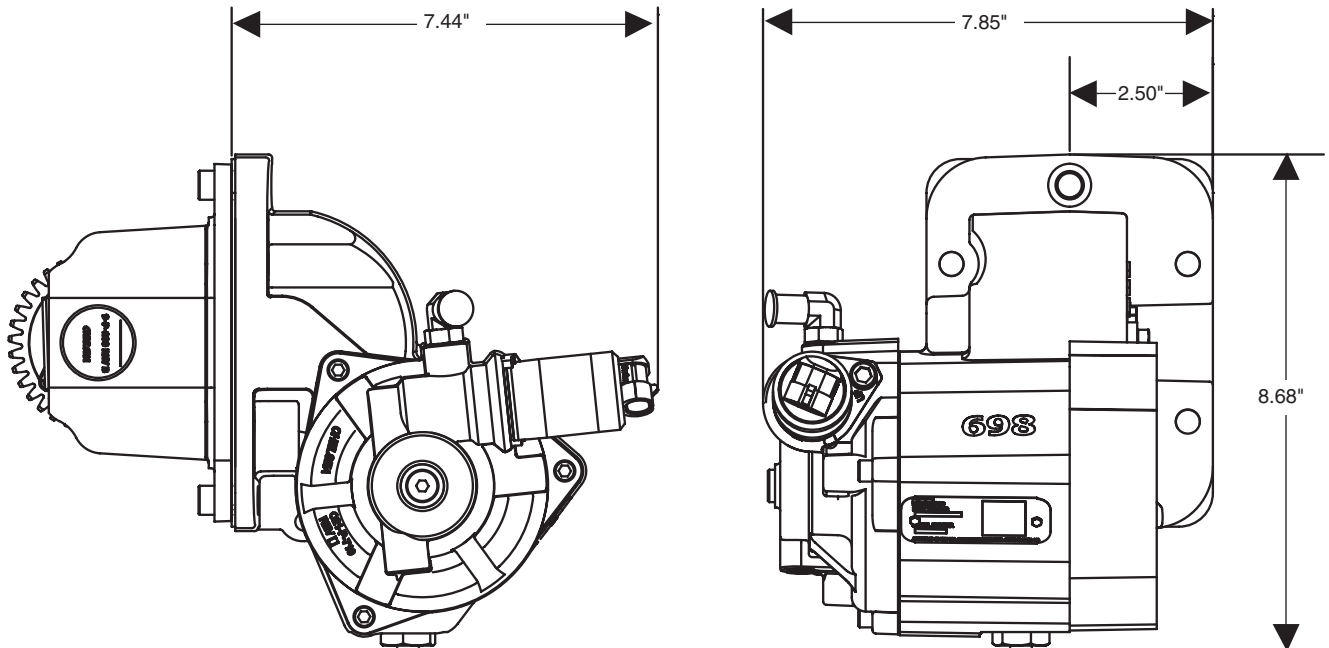


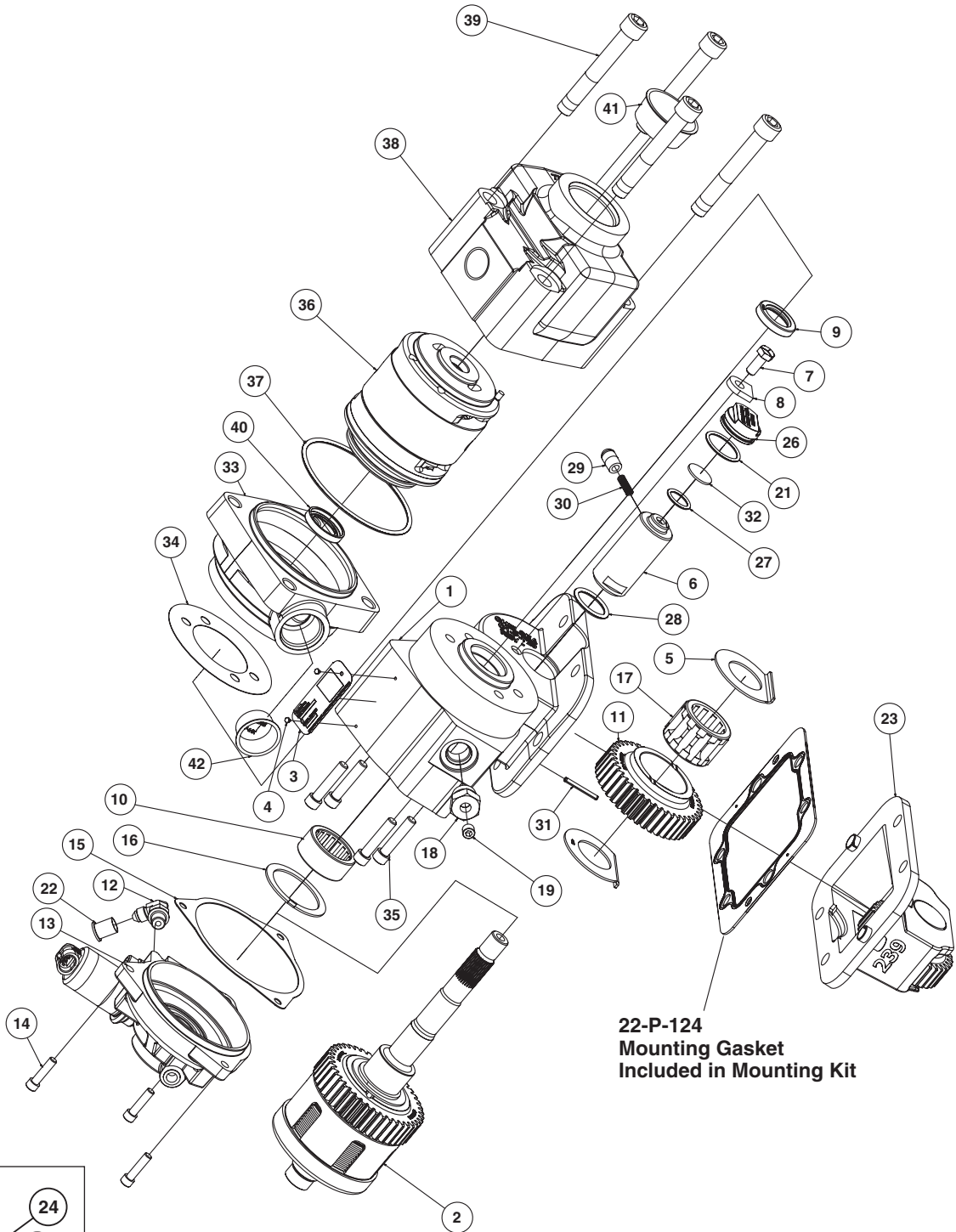
**Model Number Designation**



<sup>1</sup> 4 x 2 Chassis Only

**Housing Dimensions**





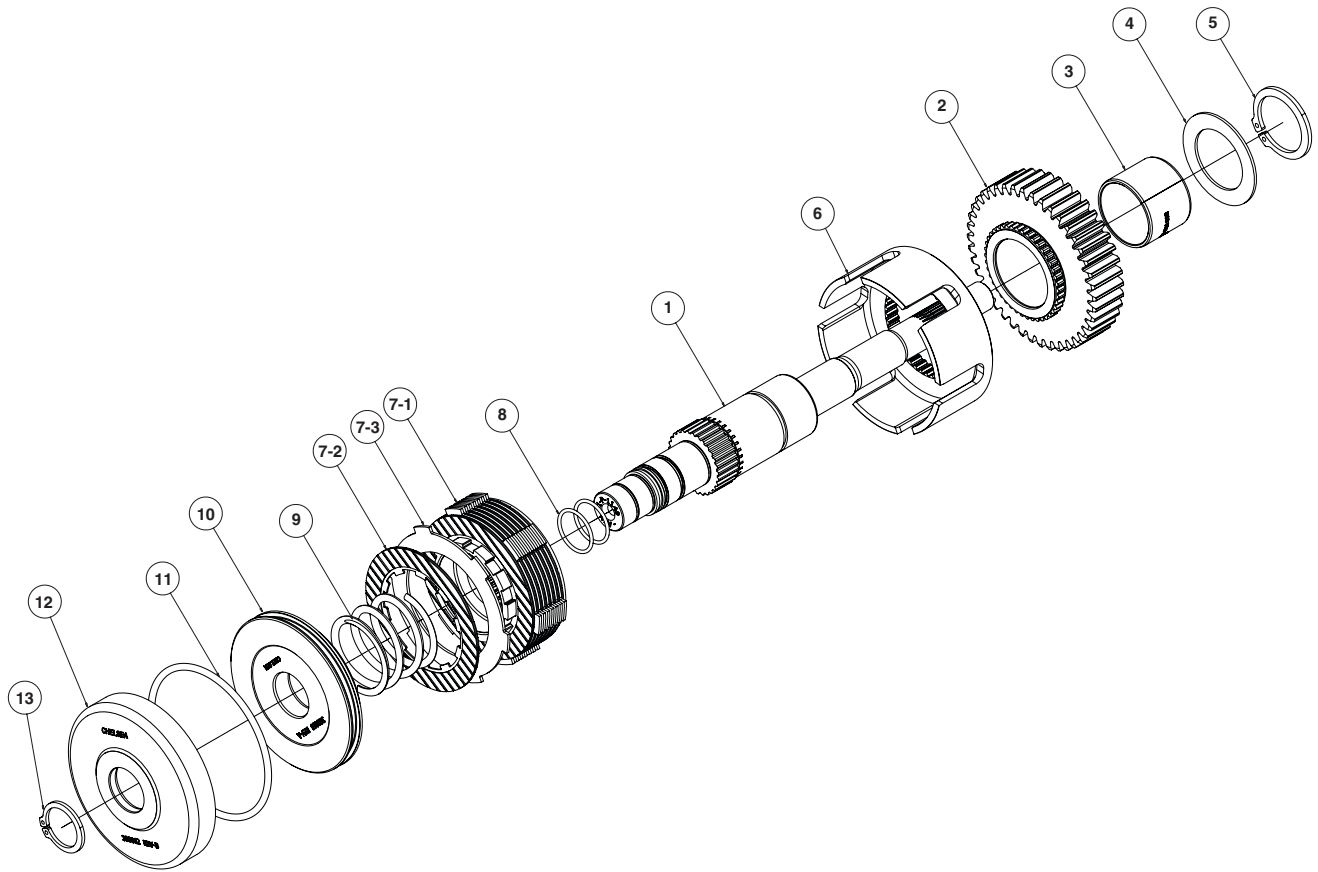
## Bill of Materials

Item	Part Number	Description	Qty.
1	1-P-730	Housing .....	1
2	329835X (See Page 10)	Ass'y Drive Shaft & Clutch.....	1
3	68-P-51	Plate Name.....	1
4	378422	Screw Drive .....	2
5	31-P-135	Washer Thrust 1.280" x 2.300" x .064" .....	2
6	9-P-107	Shaft Idler 1.26" .....	1
7	378430-8	Capscrew HH .312" - 18 x .750" .....	1
8	27-P-9	Plate Lock.....	1
9	28-P-179	Oil Seal 1.379" x .875" x .249".....	1
10	561030	Bearing Needle Roller Ass'y 1.375" x 1.750 x .75".....	1
11	33-P-76	Gear Reverse Idler 41T .....	1
12	379486	Elbow 90° .438" - 20 .....	1
13	329850X (See Page 11)	Ass'y Valve Cap.....	1
14	379431-6	Capscrew SH .250" x 20" x 1.000" .....	3
15	22-P-123	Gasket Valve Cap .....	1
16	31-P-119	Washer Thrust 1.800" x 2.300" x .064" .....	1
17	561029	Bearing Needle Roller Ass'y 1.26" x 1.811" x 1.26" .....	1
18	379242	Adapter Straight .125" - 27 x .750" - 16.....	1
19	379231	Plug Pipe .125" - 27" .....	1
N.S.	500007-29	Key Woodruff ("XD" Output Only) .....	1
21	28-P-335	O-Ring 1.112" x .103" .....	1
22	379564-2	Cap Thread .438" .....	1
23	329806X (See Page 13)	Ass'y Adapter .....	1
	379243X	Speed Sensor Kit.....	1
24	28-P-171	O-Ring .644" x .087" (w/E.O.C. Only) .....	1
25	379243	Sensor Speed (w/E.O.C. Only) .....	1
26	380458	Plug Idler 1.260" - 249".....	1
27	28-P-71	O-Ring .674" x .103" .....	1
28	28-P-239	O-Ring 1.046" x .139" .....	1
29	63-P-16	Poppet Shifter .....	1
30	37-P-73	Spring .231" x .716" .....	1
31	500720-17	Pin Spring .125" x 1.250".....	1
32	31-P-140	Washer Thrust .88" x .030" .....	1
33	21-P-836	Housing Pump Adapter .....	1
34	22-P-140	Gasket Pump Mounting .....	1
35	378447-8	Capscrew SH .312" - 18" x 1.5" .....	4
36	See Page 12	Pump Vane Cartridge T6C.....	1
37	28-P-259	O-Ring 3.984" x .139" .....	1
38	1-P-732	Housing Vane Pump .....	1
39	379435-16	Capscrew SH .500" - 13" x 3.500" .....	4
40	28-P-119	Oil Seal 1.379" x .875" x .250".....	1
41	500897-31	Plug Shipping .....	1
42	500897-24	Plug Shipping .....	1
N.S.	69-P-24	Tag Integral Pump Warning .....	1

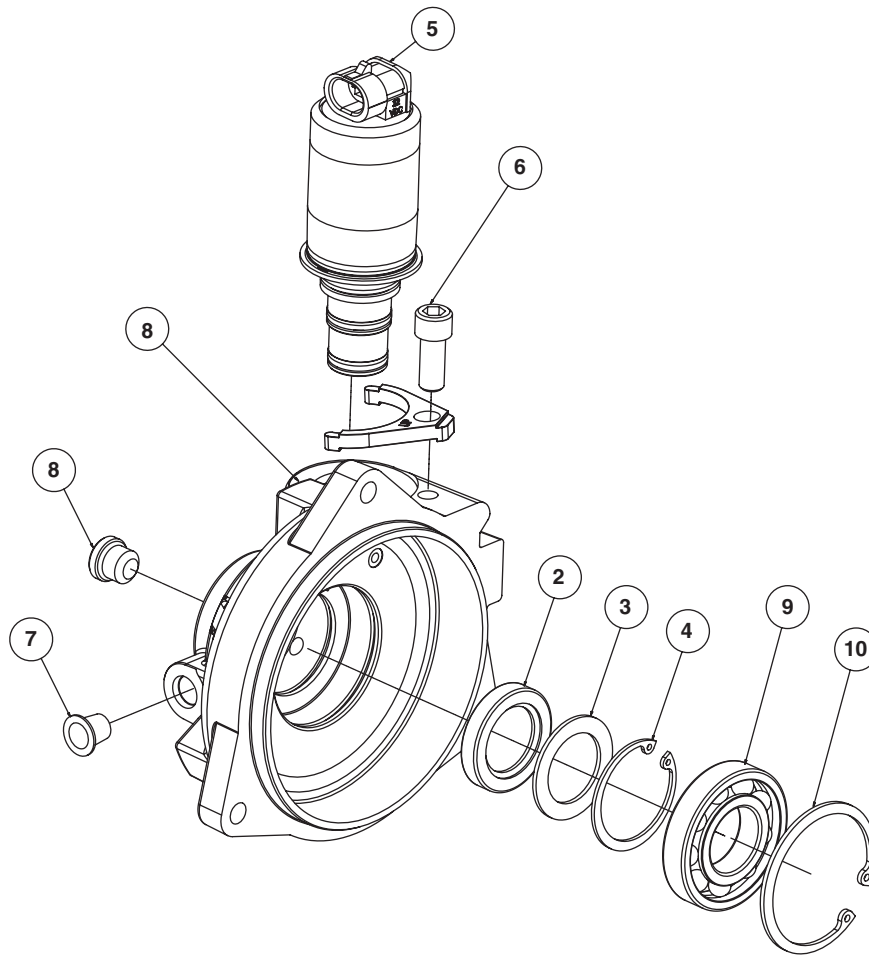
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Item	Part Number	Description	Qty.
		<b>LOOSE PARTS</b>	
	<b>329248-5X</b>	Kit Installation & Label.....	1
	<b>329836X</b>	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"F" Mount).....	1
	<b>329838X</b>	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"G" Mount) .....	1
	<b>329650X</b>	Ass'y Speed Limiter ("K" Shift Option).....	1
	<b>329837X</b>	Kit Installation & Mounting E.O.C. ("K" Shift Option/"F" Mount) .....	1
		<b>SERVICE KITS</b>	
	<b>22-P-124</b>	Mounting Gasket	
	<b>8000-45X</b>	PTO Mounting Stud Kit	
	<b>329248-2X</b>	Kit Bearing	
	<b>329248-3X</b>	Kit Clutch Repair	
	<b>329248-6X</b>	Kit Gasket & Seal	
	<b>329248-7X</b>	Kit Complete Rebuild	
	<b>329376-6X</b>	Kit Gasket & Seal	
	<b>329376-7X</b>	Kit Complete Rebuild	

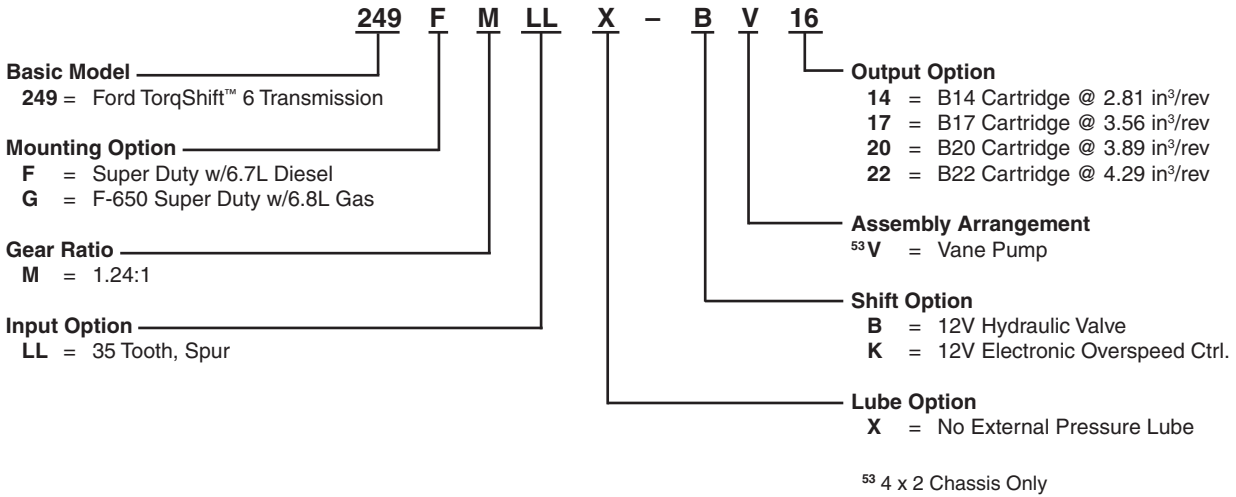


Item	Part Number	Description	Qty.
	<b>329852X</b>	Ass'y Drive Shaft & Clutch	
1	<b>3-P-1149</b>	Shaft Output .....	1
2	<b>2-P-861</b>	Gear Output - 42Teeth.....	1
3	<b>561032</b>	Bearing Plain 1.378" x 1.535" x 1.18".....	1
4	<b>31-P-90</b>	Washer Thrust 1.382" x 2.042" x .062" .....	1
5	<b>378576</b>	Lockring .....	1
6	<b>380061</b>	Gear Bell - 42Teeth.....	1
7	<b>329726X</b>	Kit Gear & Plates.....	1
7-1	<b>2-P-860</b>	Gear Output - 29Teeth.....	1
7-2	<b>379691</b>	Disc Friction .....	9
7-3	<b>380060</b>	Plate Clutch .....	8
8	<b>28-P-289</b>	O-Ring .864" x .070".....	2
9	<b>37-P-56</b>	Spring 1.75" x 1.51" .....	1
10	<b>380063</b>	Piston Clutch .....	1
11	<b>28-P-288</b>	O-Ring 3.234" x .139".....	1
12	<b>380062</b>	Cylinder Clutch .....	1
13	<b>379693</b>	Lockring .....	1



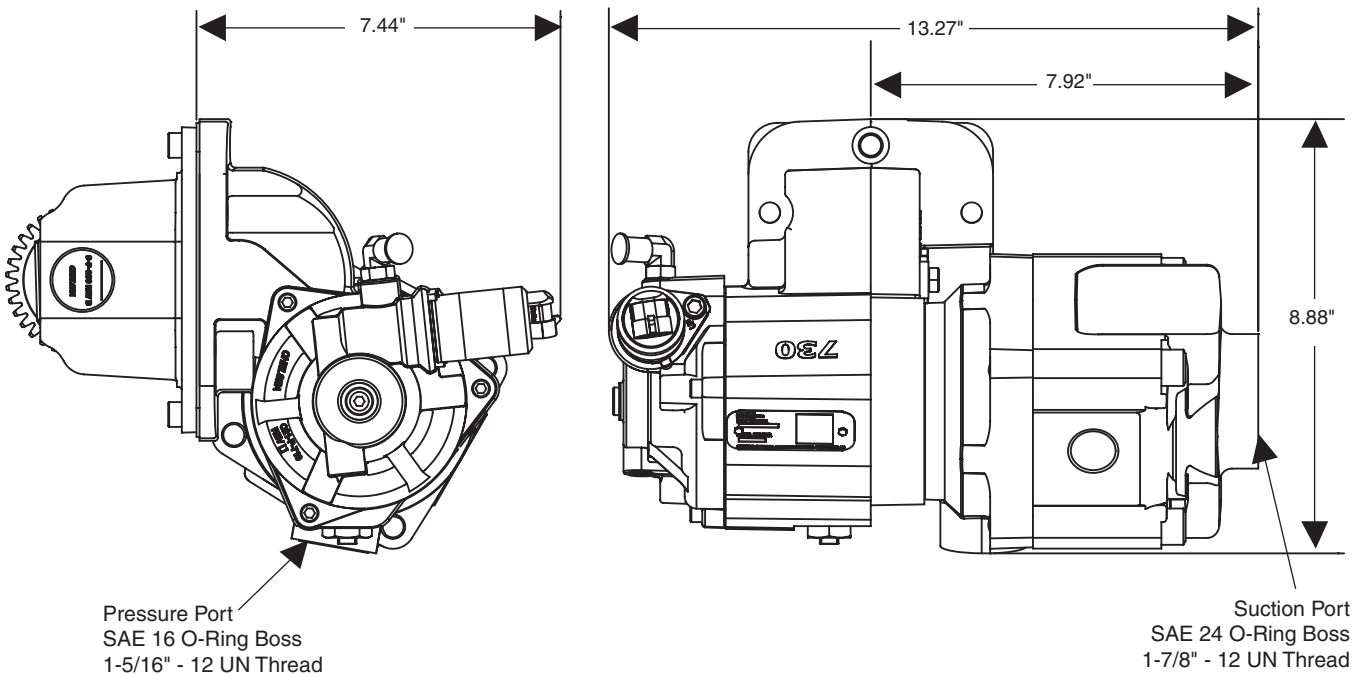
Item	Part Number	Description	Qty.
	<b>329850X</b>	Valve Cap Assembly	
1	<b>21-P-848</b>	Valve Cap .....	1
2	<b>28-P-119</b>	Oil Seal 1.379" x .875" x .250".....	1
3	<b>378811</b>	Plate Seal Backup .....	1
4	<b>378849</b>	Lockring .....	1
5	<b>380123-12</b>	Cartridge Valve Non Regulating .....	1
6	<b>378447-4</b>	Capscrew SH .312" - 18 x .750" .....	1
7	<b>500897-5</b>	Plug Shipping .....	1
8	<b>379484</b>	Plug O-Ring Boss .438" - 20 .....	1
9	<b>561071</b>	Bearing Ball .875" x 1.875" x .375".....	1
10	<b>379464</b>	Lockring Internal 1.875" (See 37946).....	1

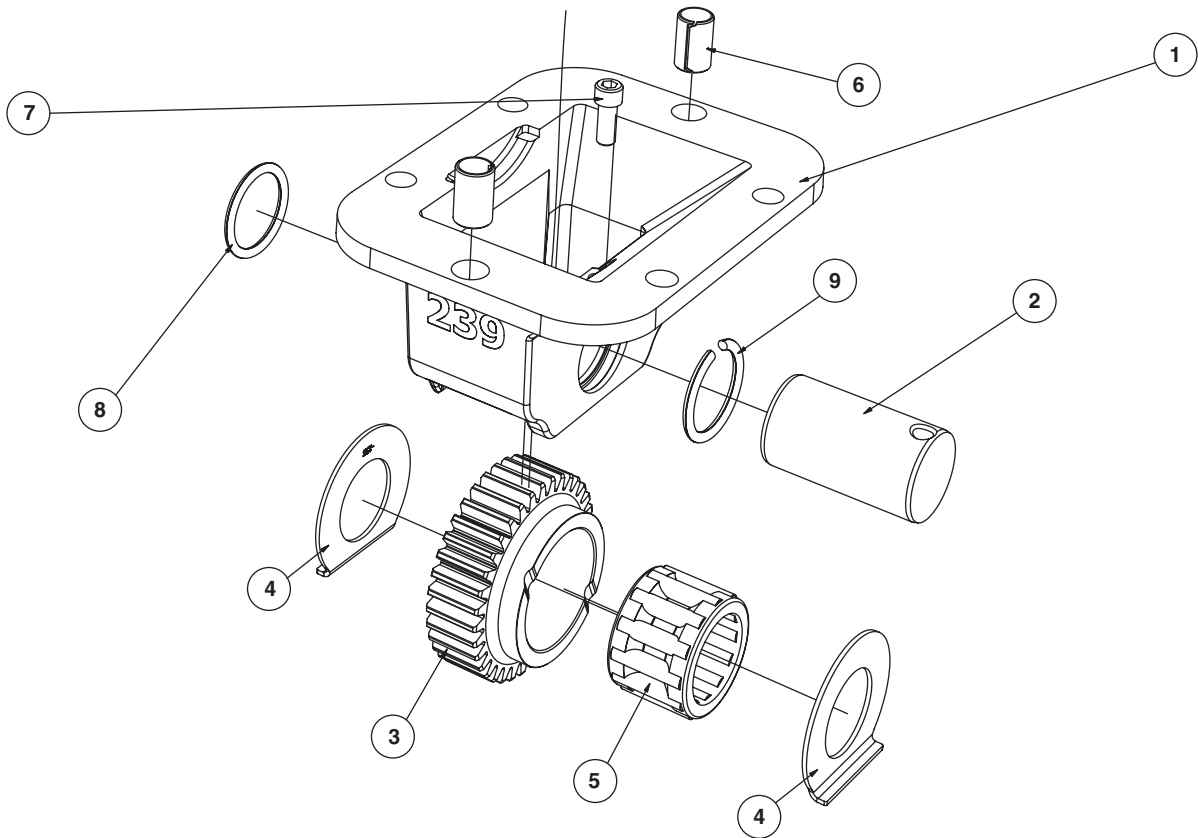
**Model Number Designation**



Output Code	Part Number	Description
14	380418-14	B14 Cartridge @ 2.81 in <sup>3</sup> /rev
17	380418-17	B17 Cartridge @ 3.56 in <sup>3</sup> /rev
20	380418-20	B20 Cartridge @ 3.89 in <sup>3</sup> /rev
22	380418-22	B22 Cartridge @ 4.29 in <sup>3</sup> /rev

**Housing Dimensions**





Item	Part Number	Description	Qty.
1	42-P-239	Housing Adapter.....	1
2	9-P-100	Shaft Idler 1.26".....	1
3	5-P-1436	Gear Input 35T.....	1
4	31-P-135	Washer Thrust 1.280" x 2.300" x .064".....	2
5	561029	Bearing Needle Roller Ass'y 1.26" x 1.811" x 1.26".....	1
6	385078	Dowel Bushing 10.87" x 13.01" x 20".....	2
7	379431-3	Capscrew SH .250" - 20" x .625".....	1
8	28-P-336	O-Ring 1.171" x .139".....	1
9	28-P-337	O-Ring 1.171" x .139" Modified.....	1



**Kits Bill of Materials****Parts List  
249/249V Series**

<b>329248-1X</b>	Kit Gasket & Seal (249 Only)	<b>329376-5X</b>	Kit Soft Goods Service Kit, CGP-P11 Pump (249 Only)
28-P-247	O-Ring .984" x .139"..... 1	8611-023-Q1N	Soft Goods ..... 1
22-P-123	Gasket Valve..... 1	28-P-276	O-Ring 1.674" x .103"..... 1
28-P-289	O-Ring .864" x .070"..... 2	379688	Lubricant Spline..... 1
28-P-288	O-Ring 3.234" x .139"..... 1		
378576	Lockring..... 1	<b>329617X</b>	Wiring Harness E.O.C.
379693	Lockring..... 1	379502	Pressure Switch ..... 1
		379698	Elbow Male 90° .438" - 24 x .125" - 27..... 1
<b>329248-2X</b>	Kit Bearing	380089	Adapter M10 x .125" - 27..... 1
561029	Bearing Needle Roller Ass'y 1.26" x 1.811" x 1.26"..... 2	379817	Grommet ..... 1
561030	Bearing Needle Roller Ass'y 1.375" x 1.750" x .75"..... 1	329232-1X	Hose Assembly ..... 1
561031	Bearing Ball .9843" x 1.8504" x .4724"..... 1	8000-21X	PTO Mounting Stud Kit..... 1
561032	Bearing Plain 1.378" x 1.535" x 1.18"..... 1	379744	Flange Nut .375" (3/8") - 24..... 3
		380073	Bolt Flange Hex Head M10 x 1.5" - 45mm ... 3
<b>329248-3X</b>	Kit Clutch Repair	379428-18	Metric Stud M10 - 1.5 x 3.75" - 24 x 2.0"..... 1
379691	Disc Friction..... 9	379428-24	Metric Stud M10 - 1.5 x 3.75" - 24 x 2.375" .. 2
380060	Plate Clutch..... 8	69-P-13	Label Caution ..... 1
		<b>329651X</b>	Kit Installation & Mounting Non E.O.C. ("B" Shift Option) (249 Only)
<b>329248-4X</b>	Kit Complete Rebuild (249 Only) (Includes 329248-1X, -2X, -3X, -4X)	379502	Pressure Switch ..... 1
329248-1X	Kit Gasket..... 1	379698	Elbow Male 90° .438" - 24 x .125" - 27..... 1
329248-2X	Kit Bearing..... 1	380089	Adapter M10 x .125" - 27..... 1
329248-3X	Kit Clutch..... 1	379817	Grommet ..... 1
		329232-1X	Hose Assembly ..... 1
<b>329248-5X</b>	Kit Installation & Label	8000-21X	PTO Mounting Stud Kit..... 1
328946X	Kit Caution Labels ..... 1	69-P-13	Label Caution ..... 1
379085-2	Label Instruction PTO Shifting..... 1	329616X	Wiring Harness Non E.O.C..... 1
379624	Warranty Card ..... 1		
69-P-12	Label Caution ..... 1	<b>329652X</b>	Kit Installation & Mounting E.O.C. ("K" Shift Option) (249 Only)
22-P-124	Gasket Mounting ..... 1	329617X	Wiring Harness E.O.C..... 1
Safety Guide	HY25-1002-M1/US ..... 1	379502	Pressure Switch..... 1
Owners Manual	HY25-1248-M1/US ..... 1	379698	Elbow Male 90° .438" - 24 x .125" - 27..... 1
		380089	Adapter M10 x .125" - 27..... 1
<b>329248-6X</b>	Kit Gasket & Seal (249V Only).....	379817	Grommet..... 1
22-P-123	Gasket Valve Cap ..... 1	329232-1X	Hose Assembly..... 1
28-P-289	O-Ring .864" x .070"..... 2	8000-21X	PTO Mounting Stud Kit..... 1
28-P-288	O-Ring 3.234" x .139"..... 1	379744	Flange Nut .375" (3/8") - 24..... 3
378576	Lockring..... 1	380073	Bolt Flange Hex Head M10 x 1.5" - 45mm .. 3
379693	Lockring..... 1	379428-18	Metric Stud M10 - 1.5 x 3.75" - 24 x 2.0"..... 1
28-P-336	O-Ring 1.171" x .139"..... 1	379428-24	Metric Stud M10 - 1.5 x 3.75" - 24..... 2
28-P-337	O-Ring 1.171" x .139" Modified ..... 1	69-P-13	Label Caution ..... 1
28-P-239	O-Ring 1.046" x .139"..... 1		
28-P-335	O-Ring 1.112" x .103"..... 1	<b>329804X</b>	Kit Installation & Mounting (249 Only)
28-P-71	O-Ring .674" x .103"..... 1	329789X	Wire Harness..... 1
31-P-140	Washer Thrust 0.88" x .030"..... 1	329790X	Kit Heat Shield..... 1
28-P-179	Oil Seal 1.379" x .875 x .249"..... 1	379502	Switch Pressure..... 1
28-P-119	Oil Seal 1.379" x .875" x .250"..... 1	379972	Elbow 45° ..... 1
28-P-259	O-Ring 3.984" x .139"..... 1	380089	Adapter M10..... 1
22-P-140	Gasket Pump Mounting..... 1	385096	Grommet..... 1
		329232-1X	Hose Assembly..... 1
<b>329248-7X</b>	Kit Complete Rebuild (249V Only)	8000-21X	PTO Mounting Kit ..... 1
329248-6X	Kit Gasket & Seal ..... 1	69-P-13	Label Caution ..... 1
329248-2X	Kit Bearing..... 1		
329248-3X	Kit Clutch Plate..... 1		

<b>329836X</b>	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"F" Mount) (249V Only)	
329616X	Wiring Harness w/o E.O.C.....	1
379502	Switch Pressure.....	1
379698	Elbow Male 90° .438" - 24 x .125" - 27.....	1
380089	Adapter M10 x .125" - 27.....	1
379817	Grommet.....	1
329232-1X	Ass'y Hose.....	1
8000-45X	Kit Mounting.....	1
69-P-13	Label Caution Switch*.....	1
380519	Clip Shifter Cable Retainer.....	1

\*NOTE: Apply Over Wiring Harness Rocker Switch

<b>329837X</b>	Kit Installation & Mounting E.O.C. ("K" Shift Option/"F" Mount) (249V Only)	
329617X	Wiring Harness E.O.C.....	1
329502X	Switch Pressure.....	1
379698	Elbow 90° .438" - 24" x .125" - 27.....	1
380089	Adapter M10 x .125" - 27.....	1
379817	Grommet.....	1
329232-1X	Ass'y Hose.....	1
8000-45X	Kit Mounting.....	1
69-P-13	Label Caution Switch*.....	1
380519	Clip Shifter Cable Retainer.....	1

\*NOTE: Apply Over Wiring Harness Rocker Switch

<b>329838X</b>	Kit Installation & Mounting Non E.O.C. ("B" Shift Option/"G" Mount) (249V Only)	
329789X	Wiring Harness w/o E.O.C.....	1
329790X	Kit Heat Shield.....	1
379502	Switch Pressure.....	1
380506	Elbow 45° .125" - 27.....	1
380089	Adapter M10 x .125" - 27.....	1
385096	Grommet.....	1
329232-1X	Ass'y Hose.....	1
8000-45X	Kit Mounting.....	1
69-P-13	Label Caution Switch*.....	1
380519	Clip Shifter Cable Retainer.....	1

\*NOTE: Apply Over Wiring Harness Rocker Switch

<b>8000-21X</b>	PTO Mounting Stud Kit (249 Only)	
379744	Flange Nut .375" (3/8") - 24.....	3
380073	Bolt Flange Hex Head M10 x 1.5" - 45mm ...	3
379428-18	Metric Stud M10 - 1.5" x 3.75" - 24 x 2.0" ....	1
379428-24	Metric Stud M10 - 1.5" x 3.75" - 24 x 2.375".....	2

<b>8000-45X</b>	PTO Mounting Stud Kit (249V Only)	
379428-24	Metric Stud 3.75" - 24 x M10 - 1.5" x 2.375".....	4
379428-18	Metric Stud 3.75" - 24 x M10 - 1.5" x 2.0".....	2
379744	Nut Flange .375 - 24.....	6

# Parker Hannifin Corporation – Chelsea Division

## Offer of Sale

The items described in this document and other documents and descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods, services or work described will be referred to as "Products".

**1. Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is subject to these Terms and Conditions or any newer version of the terms and conditions found on-line at [www.parker.com/saleterms/](http://www.parker.com/saleterms/). Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.

**2. Price Adjustments; Payments.** Prices stated on Seller's quote or other documentation offered by Seller are valid for 30 days, and do not include any sales, use, or other taxes unless specifically stated. Unless otherwise specified by Seller, all prices are F.C.A. Seller's facility (INCOTERMS 2010). Payment is subject to credit approval and is due 30 days from the date of invoice or such other term as required by Seller's Credit Department, after which Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.

**3. Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon placement of the products with the shipment carrier at Seller's facility. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.

**4. Warranty.** Seller warrants that all products sold, other than the 590 Series, conform to the applicable Parker Chelsea standard specification for the lesser period of 2 years (24 Months) from date of service or 2-1/2 years (30 Months) from date of build (as marked on the product name plate). Seller warrants that the 590 Series will conform to the applicable Seller standard specification for the lesser period of 2 years (24 Months) from date of service or 2000 hours of usage. The prices charged for Seller's products are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5. Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery. Buyer shall notify Seller of any alleged breach of warranty within 30 days after the date the defect is or should have been discovered by Buyer. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for an amount due on any invoice) must be commenced within 12 months from the date of the breach without regard to the date breach is discovered.

**6. LIMITATION OF LIABILITY. UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.**

**7. User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

**8. Loss to Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, will be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer ordering the items manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

**9. Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

**10. Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.

**11. Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.

**12. Cancellations and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller may change product features, specifications, designs and availability with notice to Buyer.

**13. Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.

**14. Force Majeure.** Seller does not assume the risk and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control.

**15. Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

**16. Termination.** Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days written notice of termination. Seller may immediately terminate this agreement, in writing, if Buyer: (a) commits a breach of any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or by a third party (d) makes an assignment for the benefit of creditors, or (e) dissolves or liquidates all or a majority of its assets.

**17. Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to this agreement.

**18. Indemnity for Infringement of Intellectual Property Rights.** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("Intellectual Property Rights"). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a Product sold pursuant to this Agreement infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it noninfringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.

**19. Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.

**20. Compliance with Law, U. K. Bribery Act and U.S. Foreign Corrupt Practices Act.** Buyer agrees to comply with all applicable laws and regulations, including both those of the United Kingdom and the United States of America, and of the country or countries of the Territory in which Buyer may operate, including without limitation the U. K. Bribery Act, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.S. Anti-Kickback Act (the "Anti-Kickback Act"), and agrees to indemnify and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that they are familiar with the provisions of the U. K. Bribery Act, the FCPA and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof. In particular, Buyer represents and agrees that Buyer shall not make any payment or give anything of value, directly or indirectly to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person, for the purpose of influencing such person to purchase products or otherwise benefit the business of Seller.

07/14



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