

Power Take-Offs Parts List

238D Series



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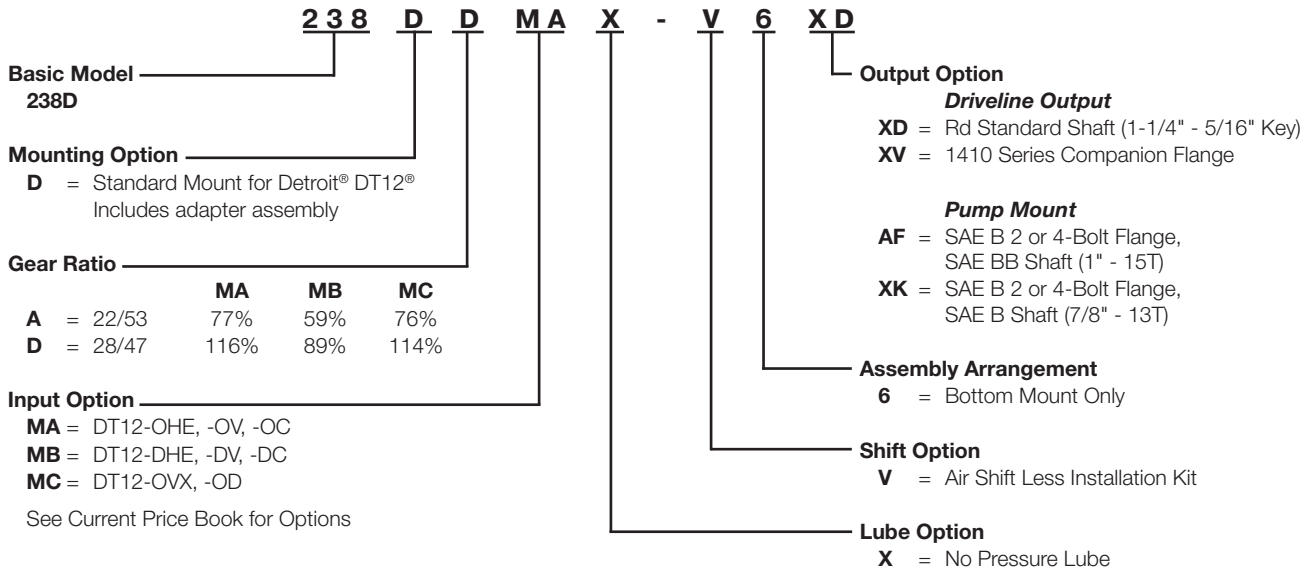
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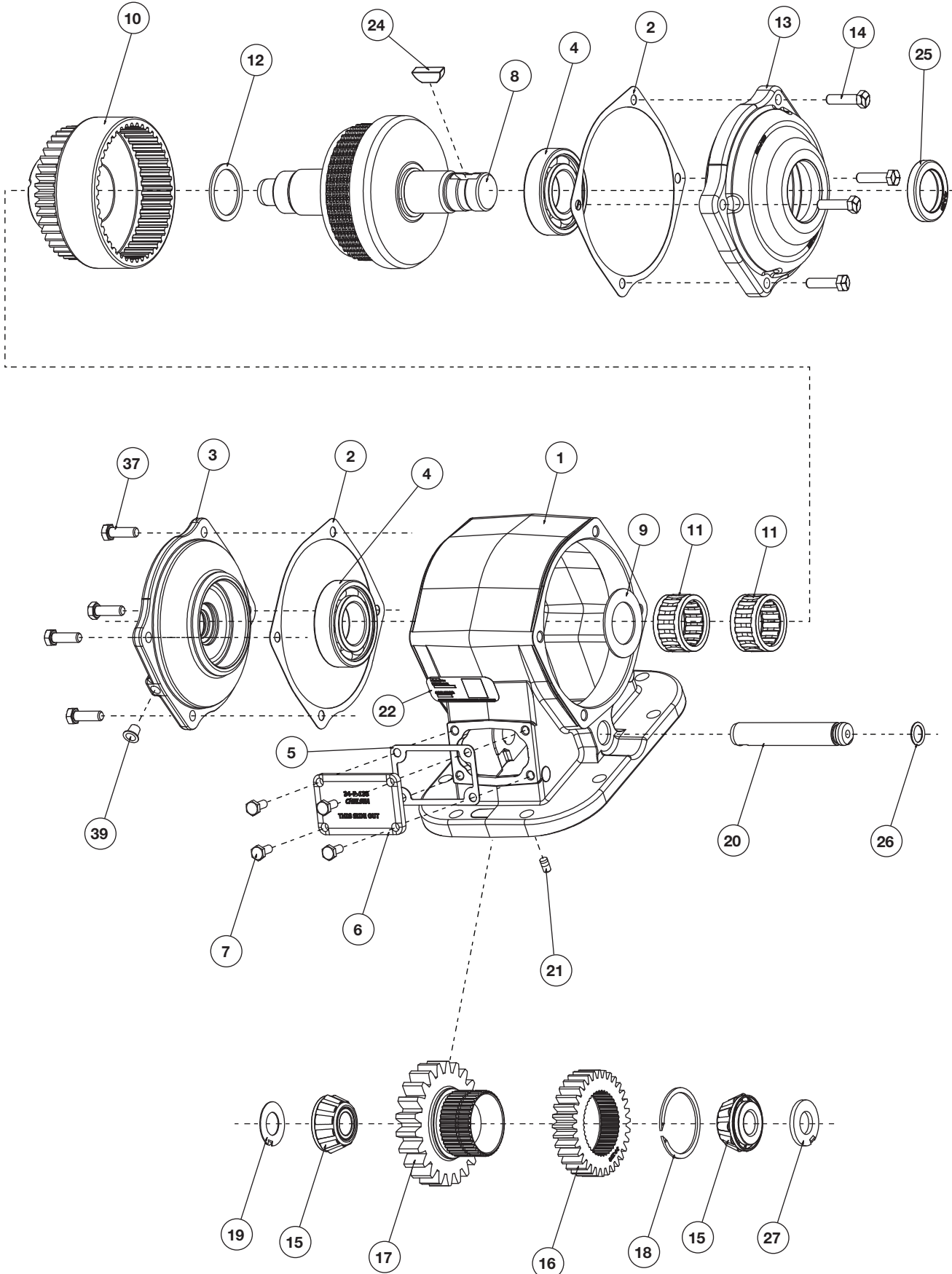
Offer of Sale 21-23

Model Number Designator



Parts List
238D Series

Exploded View



Bill of Materials

**Parts List
238D Series**

Item	Part Number	Description	Qty.
1	1-P-800	Standard Mount Housing (D Mounting)	1
2	22-P-53	Bearing Cap Gasket	2
3	328807-1X	Bearing Cap & Seal Assembly (6 ASSY).....	1
4	550010	Ball Bearing (1.378" x 2.835" x.669").....	2
5	35-P-93	Cover Plate Gasket.....	1
6	34-P-133	Cover Plate.....	1
7	378429-6	Hex Cap Screw (1/4"-20 x.625").....	4
8	328926-1X	Shaft & Clutch Assembly (XD & XV Outputs) (6 ASSY)	1
	328926-3X	Shaft & Clutch Assembly (XK Output) (6 ASSY).....	1
	328926-10X	Shaft & Clutch Assembly (AF Output) (6 ASSY)	1
9	31-P-57	Thrust Washer (1.385" x 2.250" x .064") (All Options)	1
10	See Page 6	Output Gear	1
11	560918	Needle Roller Bearing Assembly (1.500" x 1.875" x 1.000").....	2
12	14-P-49	Spacer (1.510" x 1.875" x .080")	1
13	21-P-297	Bearing Cap (XD & XV Outputs) (6 ASSY)	1 or
	21-P-303	Bearing Cap (XK & AF Outputs) (6 ASSY).....	1
14	378430-12	Hex Head Cap Screw Open Cover (.312"-18 x 1.250") (XD Output)	4 or
	378447-6	Socket Head Cap Screw (.312"-18 x 1.000") (AF & XK Outputs) (6 ASSY)	4
15	561006	Tapered Bearing Cone (.751" x .655") (A Ratio).....	2 or
	550439	Tapered Bearing Cone (.750" x .860") (All Except A Ratio).....	2
16	See Page 6	Input Gear	1
17	See Page 6	Input Ratio Gear	1
18	379522	Lockring (All Except A Ratio).....	1
19	31-P-102	Thrust Washer (.754" x .440" x .030").....	1
20	9-P-102	Idler Shaft (.750") (X Standard Lube Option).....	1
21	378452-7	Socket Head Set Screw (.250"-20 x .500") (D Mounting)	1
22	68-P-51-1	Adhesive Label	1
24	500007-29	Woodruff Key (XD & XV Output)	1
25	28-P-225	Oil Seal (2.004" x 1.375" x .315") (XD Output).....	1
26	28-P-191	O-ring (.549" x .103").....	1
27	14-P-73-1	Spacer (.762" x 1.500" x .150") (Thickness as Required).....	A.R.
	14-P-73-2	Spacer (.762" x 1.500" x .153")	A.R.
	14-P-73-3	Spacer (.762" x 1.500" x .156")	A.R.
N.S	37-P-24	Spring (2.531" x 2.130")	1
37	378430-12	Hex Cap Screw Closed Cover (.312"-18 x 1.250") (6 ASSY).....	4
39	500897-5	Shipping Plug	1
	See Page 7	MA Input Designator Adapter Assembly (DT12-OC) (329932X).....	1 or
	See Page 8	MB Input Designator Adapter Assembly (DT12-DC) (329954X).....	1 or
	See Page 9	MC Input Designator Adapter Assembly (DT12-OD) (329955X).....	1

N.S. – Not Shown A.R. – As Required

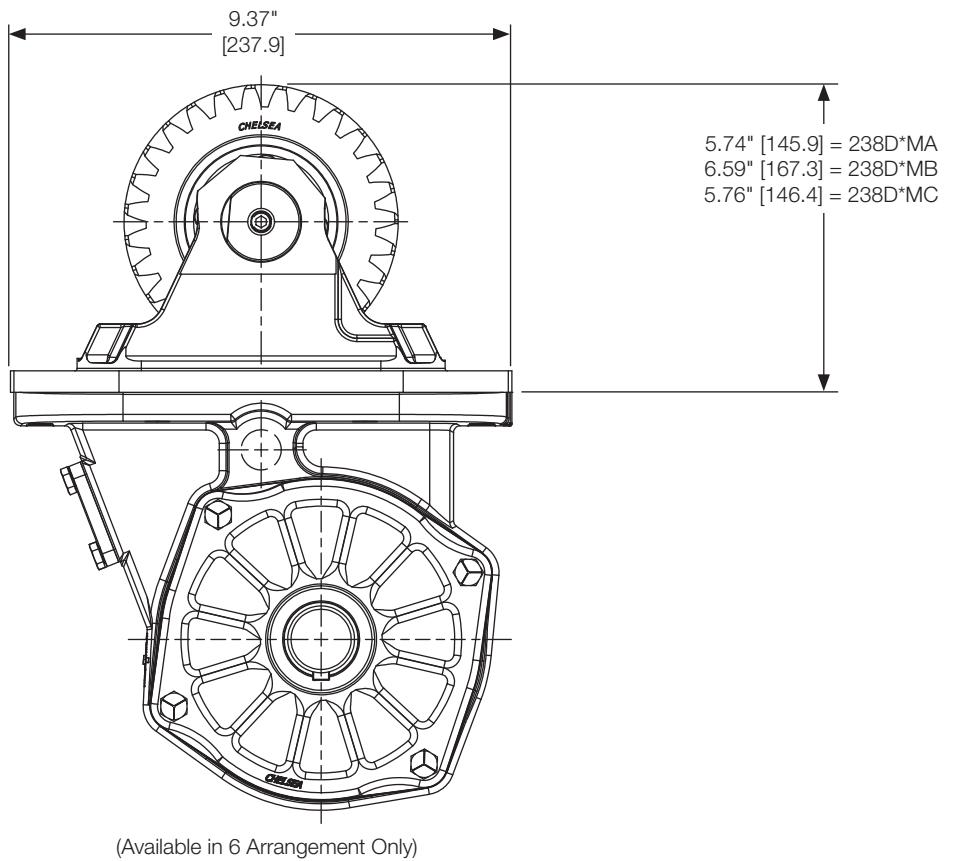
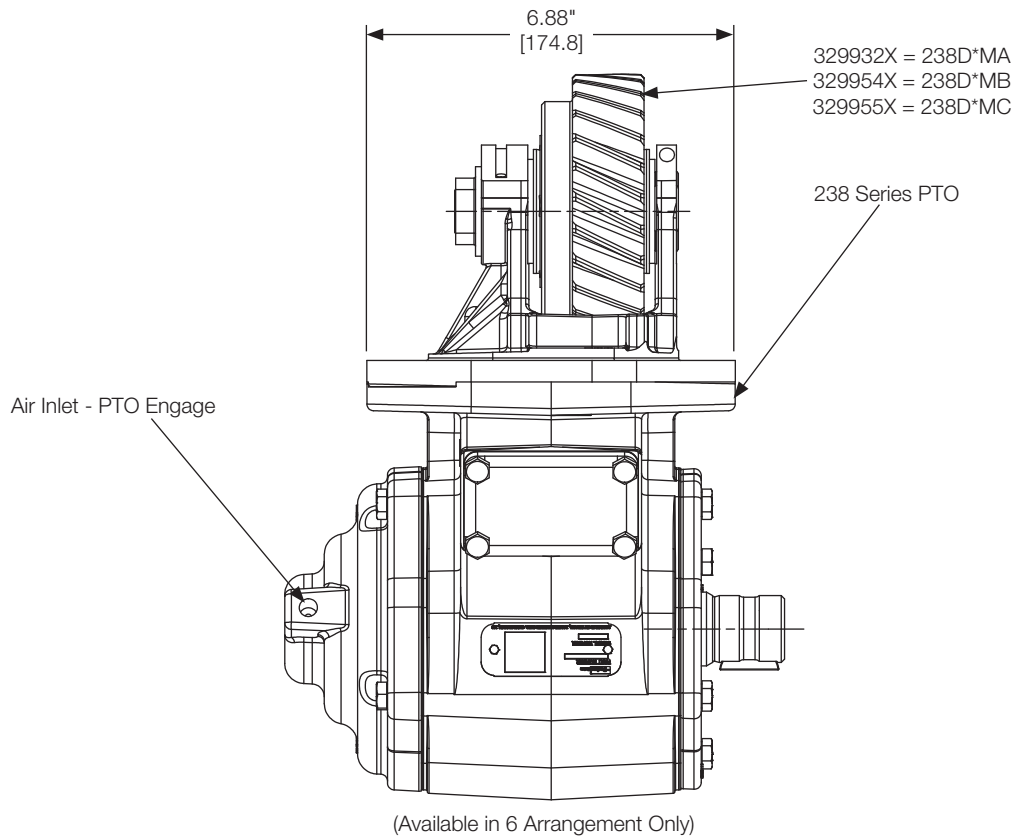
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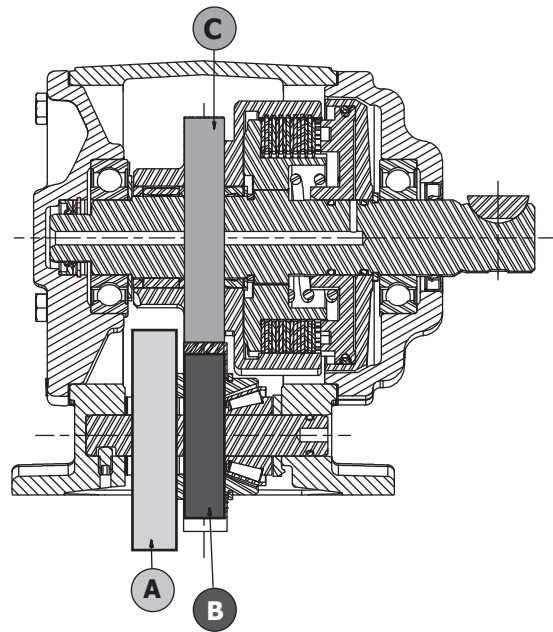
Parts List
238D Series

Bill of Materials

Item	Part Number	Description	Qty.
	See pages 17-18 for Bill of Materials for the below loose parts.		
		GASKET KIT	
	328948-17X	Gasket & Installation Kit	
	328948-53X	DT12 [®] Adapter Gasket & Installation Kit (D Mount Only) (V Shift)	
		STUD KIT	
	328170-219X	DT12 [®] Stud Kit (D Mount)	
		AIR SHIFTER INSTALLATION KIT	
	330114X	Air Shift Kit Less Installation Kit	
	69-P-30	Caution Tag (V Shift)	
		SERVICE KITS	
	328594-26X	Bearing and Spacer Kit	
	329043-3X	Clutch Repair Kit	
	329043-27X	Bearing Seal Gasket & Clutch Pack Kit	
	329043-28X	Bearing Seal Gasket Piston & Clutch Pack Kit	
	329043-29X	Gasket & Seal Kit	

238 PTO with Detroit® DT12® Adapter – D Mount Adapter Included with PTO

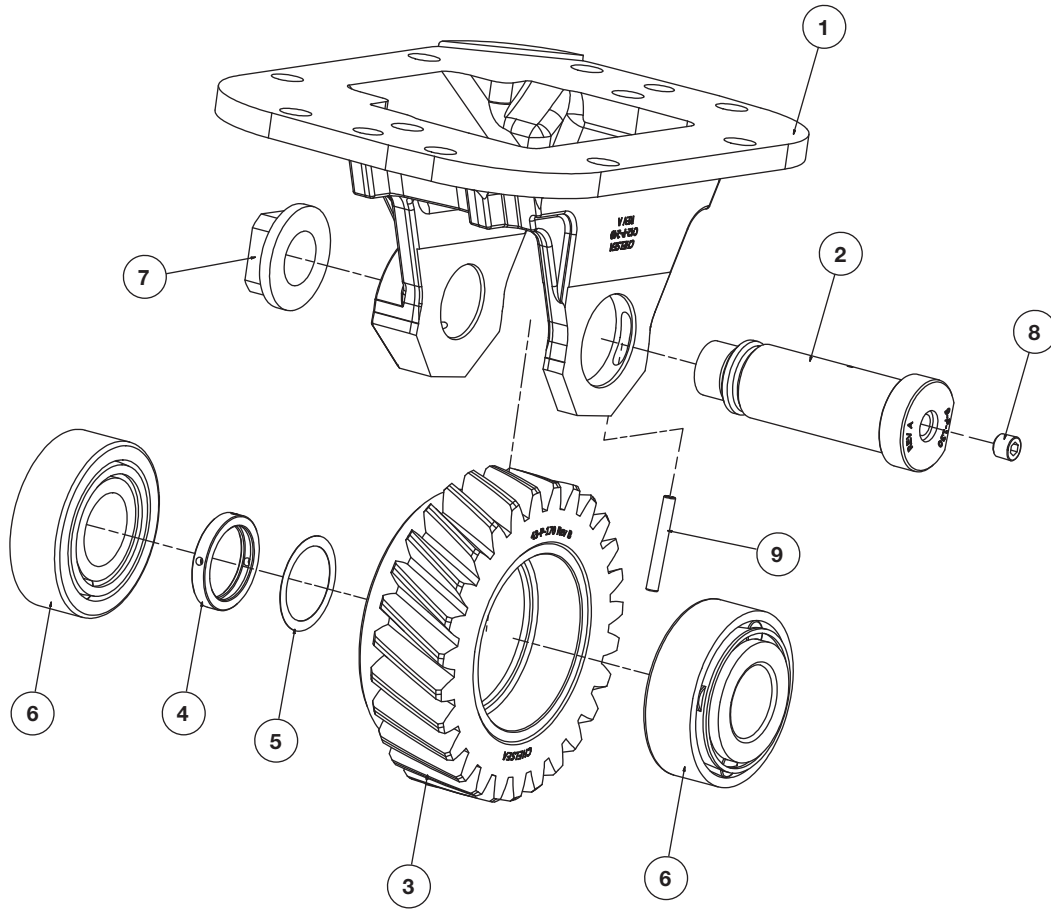




GEAR DESIGNATOR	INPUT GEAR	NO. TEETH A (16)	HELIX ANGLE	OUTPUT GEAR	NO. TEETH C (10)
238DDMA	5-P-1596	20	Left Hand	2-P-606	47
238DAMA	5-P-1709	20	Left Hand	2-P-473	53
238DDMB	5-P-1599	20	Left Hand	2-P-606	47
238DDMC	5-P-1601	21	Left Hand	2-P-606	47
238DAMC	5-P-1711	21	Left Hand	2-P-473	53

GEAR DESIGNATOR	RATIO GEAR	NO. TEETH B (17)
238DDMA	5-P-1378	28
238DAMA	5-P-1709	21
238DDMB	5-P-1378	28
238DDMC	5-P-1378	28
238DAMC	5-P-1711	21

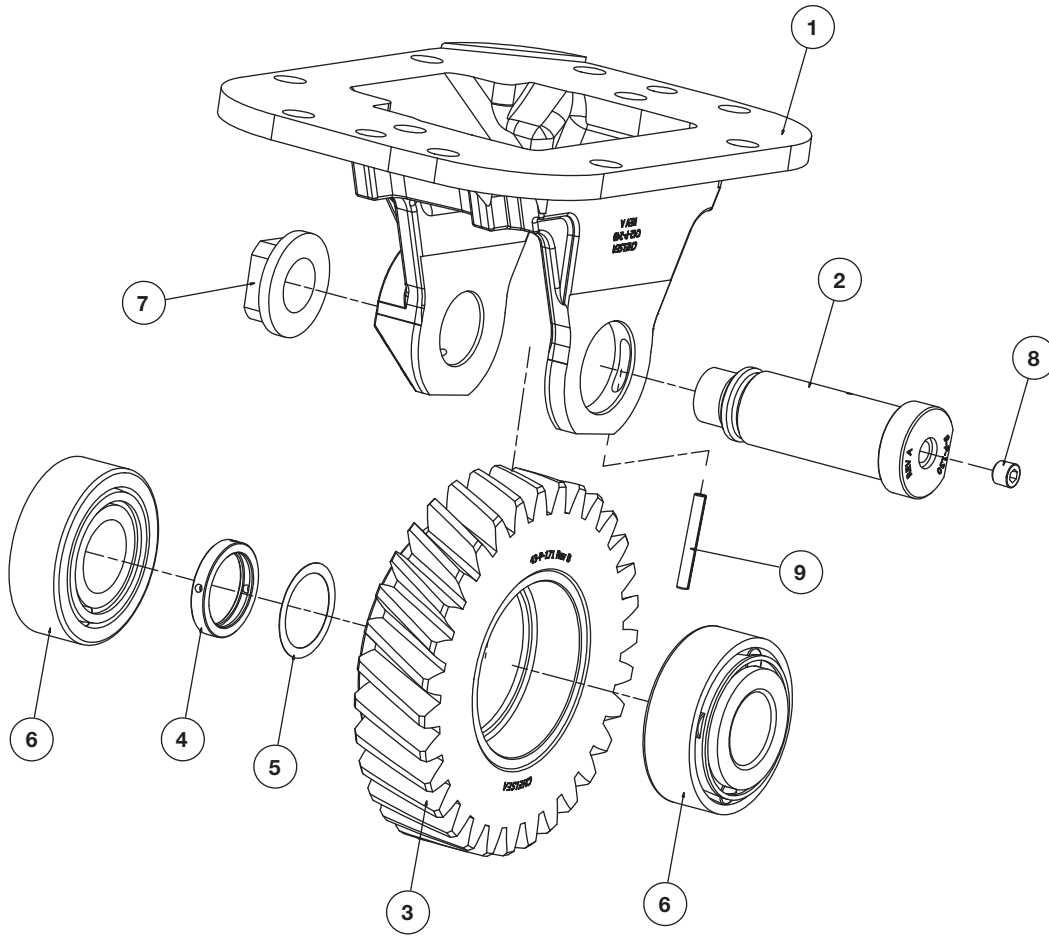
DT12[®] Adapter Assembly (DT12-OC Standard Duty) – 329932X



Item	Part Number	Description	Qty.
1	42-P-250	DT12 [®] Adapter	1
2	9-P-130	DT12 [®] Adapter Shaft	1
3	43-P-170	Adapter Gear.....	1
4	14-P-92	Bearing Spacer (1.193" x 1.525" x .246")	1
5	55-P-44-1	Shim (1.196" x 1.525" x .002")	A.R.
	55-P-44-2	Shim (1.196" x 1.525" x .003")	A.R.
	55-P-44-3	Shim (1.196" x 1.525" x .006")	A.R.
	55-P-44-4	Shim (1.196" x 1.525" x .009")	A.R.
	55-P-44-5	Shim (1.196" x 1.525" x .012")	A.R.
	55-P-44-6	Shim (1.196" x 1.525" x .015")	A.R.
6	562001.CHD	Tapered Roller Bearing Assembly (1.181" x 2.835" x 1.132")	2
7	380675.CHD	DT12 [®] Nut Flange.....	1
8	379231	Pipe Plug (.125"-27)	1
9	500597-18	Roll Pin (.188" x 1.500").....	1
N.S.	69-P-37	Caution Tag	1

N.S. – Not Shown A.R. – As Required

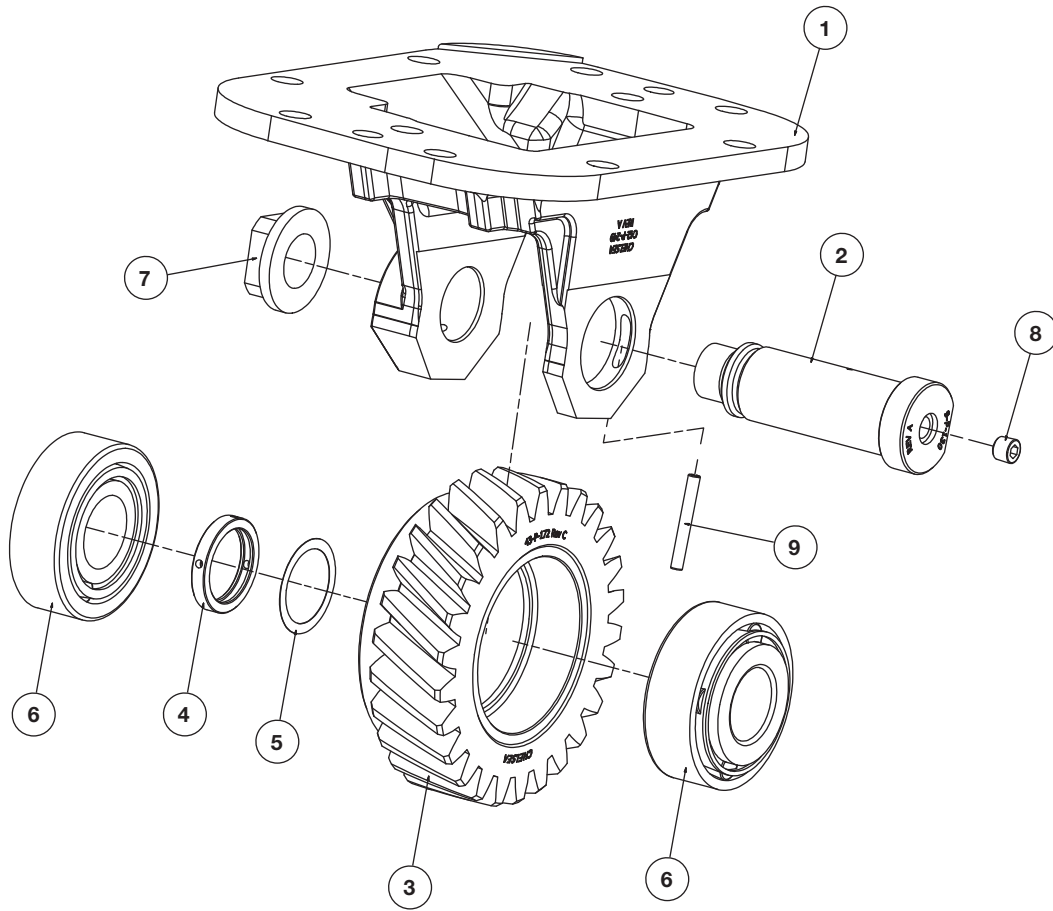
DT12® Adapter Assembly (DT12-DC Standard Duty) – 329954X



Item	Part Number	Description	Qty.
1	42-P-252	DT12® Adapter	1
2	9-P-130	DT12® Adapter Shaft	1
3	43-P-171	Adapter Gear.....	1
4	14-P-92	Bearing Spacer (1.193" x 1.525" x .246")	1
5	55-P-44-1	Shim (1.196" x 1.525" x .002")	A.R.
	55-P-44-2	Shim (1.196" x 1.525" x .003")	A.R.
	55-P-44-3	Shim (1.196" x 1.525" x .006")	A.R.
	55-P-44-4	Shim (1.196" x 1.525" x .009")	A.R.
	55-P-44-5	Shim (1.196" x 1.525" x .012")	A.R.
	55-P-44-6	Shim (1.196" x 1.525" x .015")	A.R.
6	562001.CHD	Tapered Roller Bearing Assembly (1.181" x 2.835" x 1.132")	2
7	380675.CHD	DT12® Nut Flange.....	1
8	379231	Pipe Plug (.125"-27)	1
9	500597-18	Roll Pin (.188" x 1.500").....	1
N.S.	69-P-37	Caution Tag	1

N.S. – Not Shown A.R. – As Required

DT12® Adapter Assembly (DT12-OD Standard Duty) – 329955X

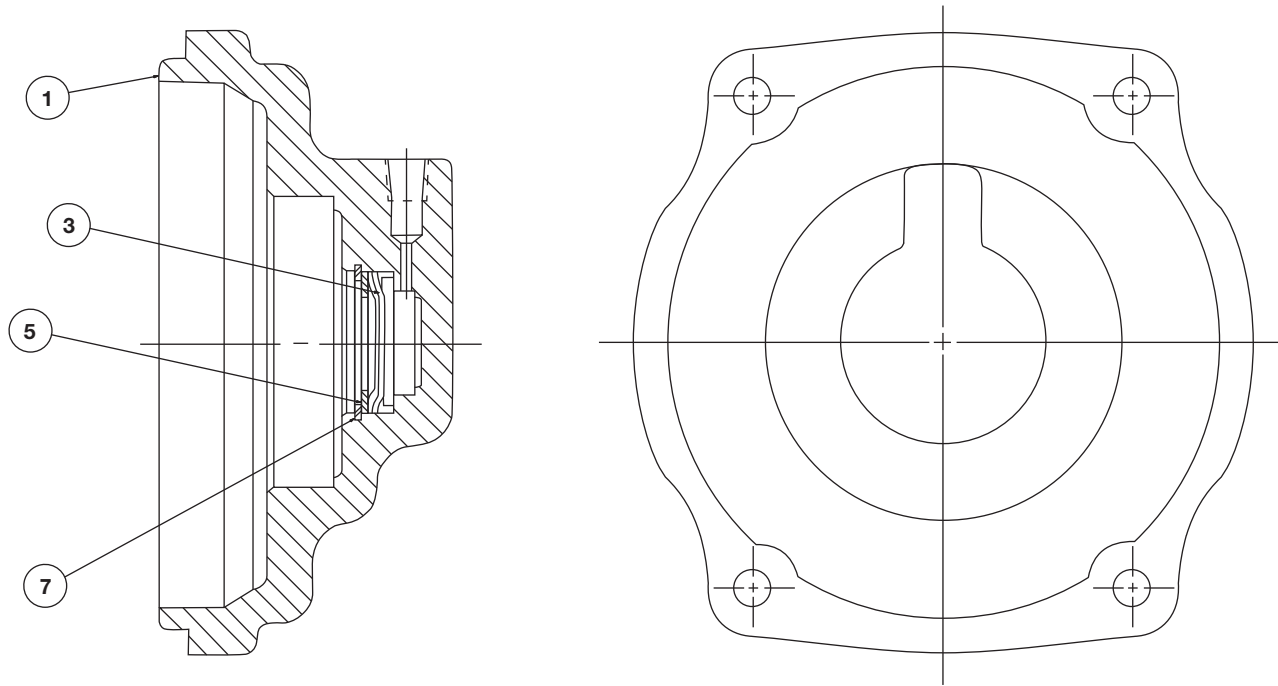


Item	Part Number	Description	Qty.
1	42-P-250	DT12® Adapter	1
2	9-P-130	DT12® Adapter Shaft	1
3	43-P-172	Adapter Gear.....	1
4	14-P-92	Bearing Spacer (1.193" x 1.525" x .246")	1
5	55-P-44-1	Shim (1.196" x 1.525" x .002")	A.R.
	55-P-44-2	Shim (1.196" x 1.525" x .003")	A.R.
	55-P-44-3	Shim (1.196" x 1.525" x .006")	A.R.
	55-P-44-4	Shim (1.196" x 1.525" x .009")	A.R.
	55-P-44-5	Shim (1.196" x 1.525" x .012")	A.R.
	55-P-44-6	Shim (1.196" x 1.525" x .015")	A.R.
6	562001.CHD	Tapered Roller Bearing Assembly (1.181" x 2.835" x 1.132")	2
7	380675.CHD	DT12® Nut Flange.....	1
8	379231	Pipe Plug (.125"-27)	1
9	500597-18	Roll Pin (.188" x 1.500").....	1
N.S.	69-P-37	Caution Tag	1

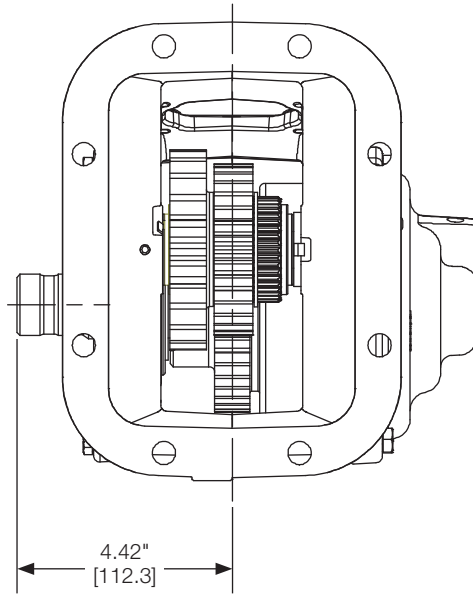
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Shift Options

Bearing Cap & Seal Assembly (6 ASSY) – 328807-1X

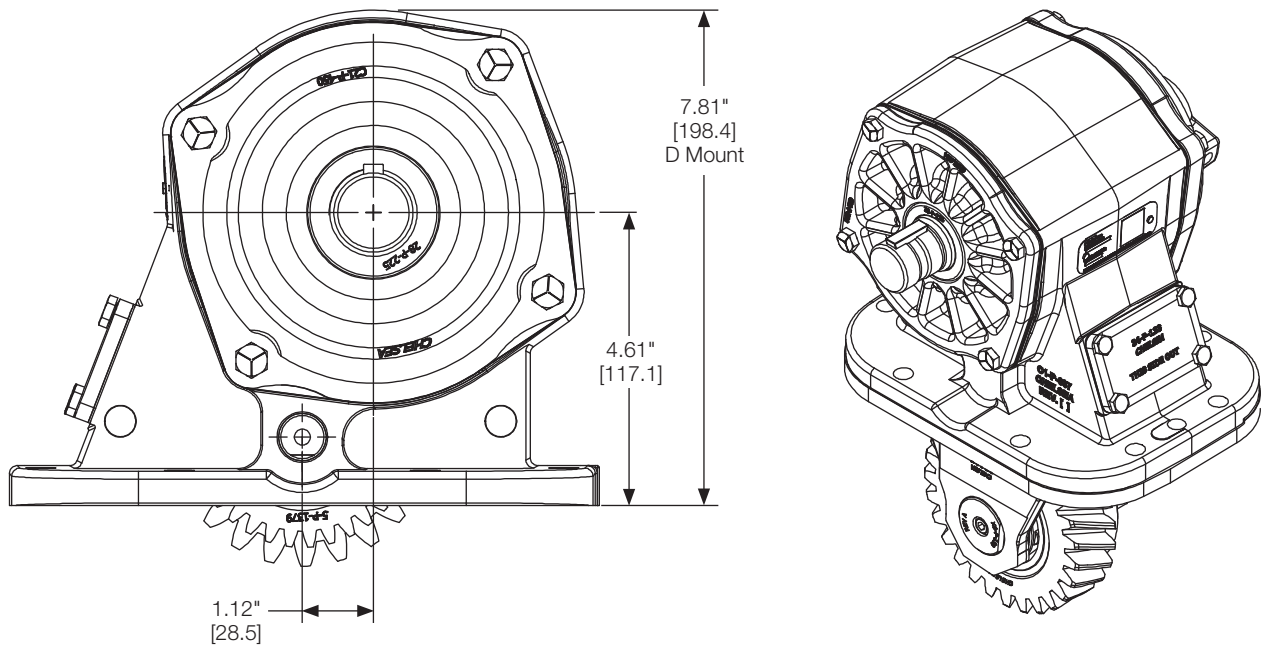


Item	Part Number	Description	Qty.
1	21-P-449	Bearing Cover	1
3	28-P-179	Oil Seal.....	1
5	378811	Back-Up Plate.....	1
7	378849	Retaining Ring.....	1

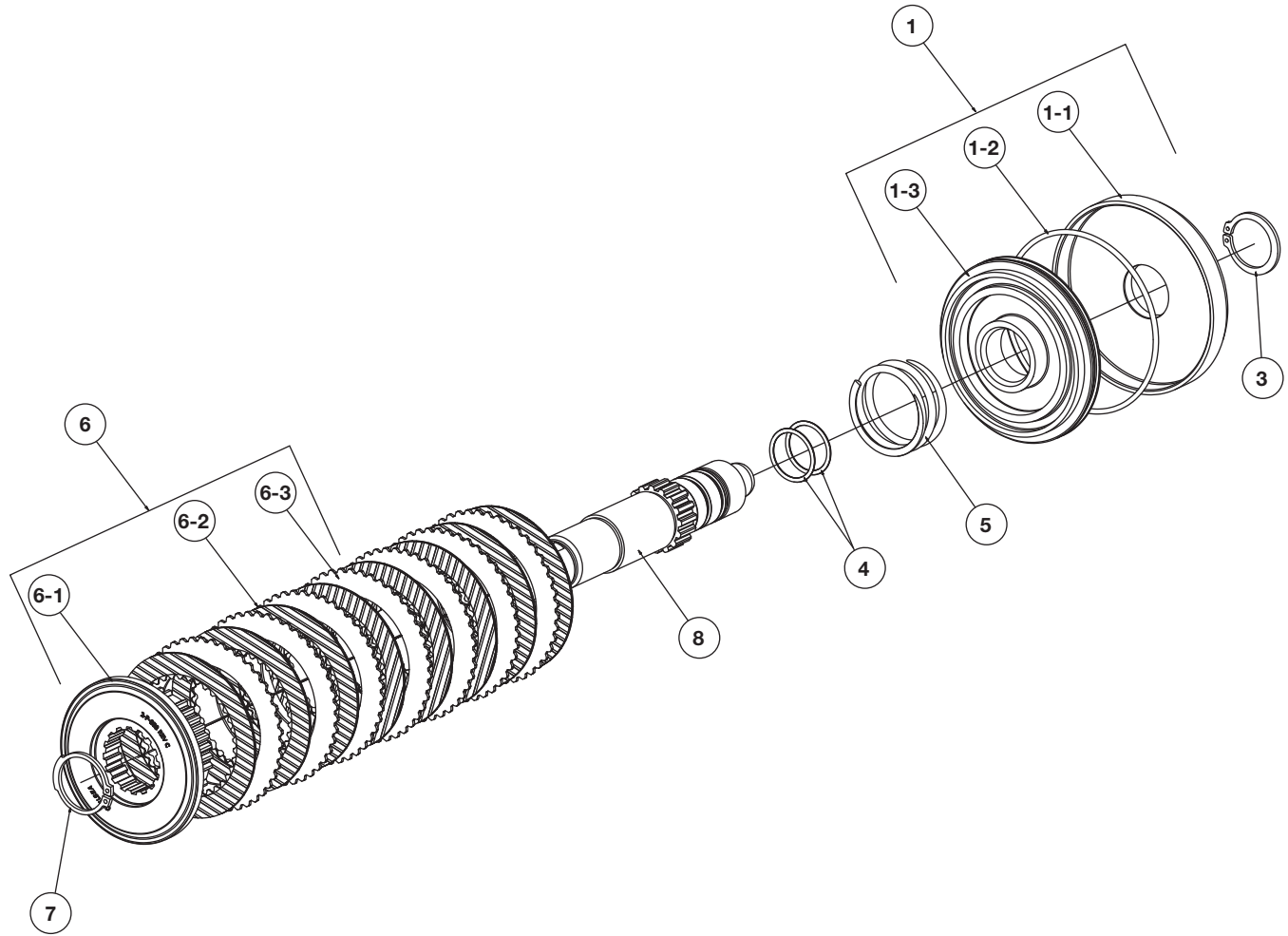


6 Assembly Arrangement

238D Series General Dimensions (XD Output)

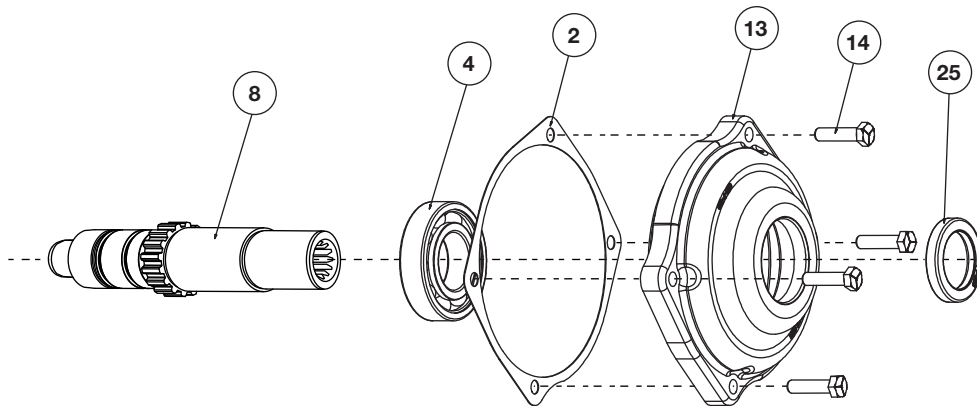


Shaft & Clutch Assembly (6 ASSY) – 328926-*X



Item	Part Number	Description	Qty.
1	329179X	Piston & Back-Up Cylinder Assembly (All)	1
1-1	379323	Clutch Cylinder	1
1-2	28-P-178	O-ring (4.359" X.138")	1
1-3	380057	Air Clutch Piston	1
3	378576	Upper Right Lockring (All)	1
4	28-P-244	O-ring (1.174" x .103") (All)	2
5	37-P-39	Spring (2.552" x 1.985") (All)	1
6	329666X	Gear & Plates Kit (All)	1
6-1	2-P-858	Inner Clutch Gear (36T).....	1
6-2	379485	Friction Disc.....	8
6-3	379595	Clutch Plate.....	7
7	379746	Lower Left Lockring (All)	1
8	3-P-677	Output Shaft (XD & XV) (6 ASSY) (328926-1X)	1
	3-P-678	Output Shaft (XK) (6 ASSY) (328926-3X).....	1
	3-P-895	Output Shaft (AF) (6 ASSY) (328926-10X).....	1

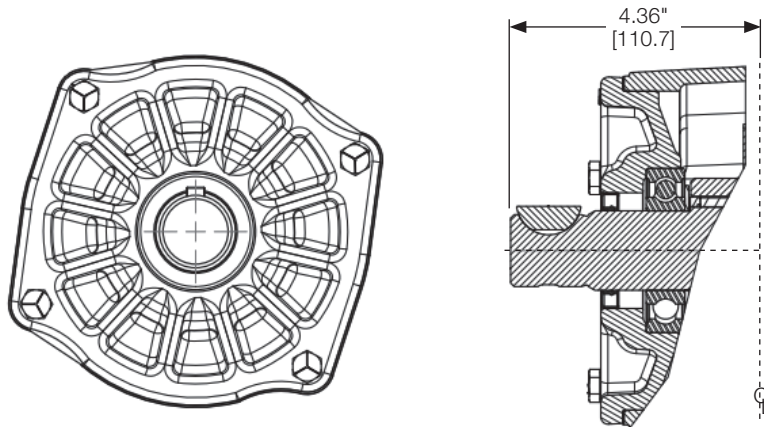
Pump Shafts & Flanges



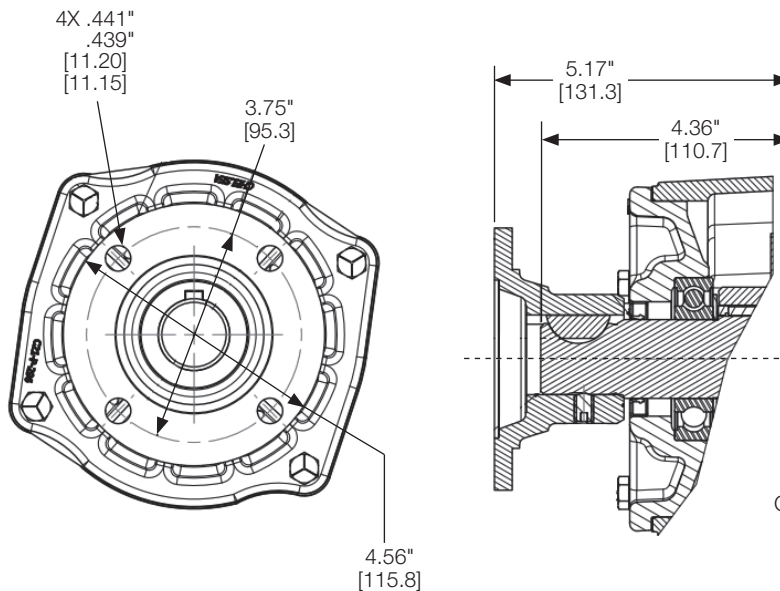
Pump Mounting Suffix	Flange Item 13	Bearing Cap Gasket Item 2 (Qty: 2)	Seal Item 25	Bearing Item 4	Driveshaft & Clutch		Hex Socket Head Screw Item 14
					Assembly Number *	Output Shaft Item 8	
XK Assembly 6	21-P-303	22-P-53	28-P-225	550010	328926-3X	3-P-678	378447-6
XD & XV Assembly 6	21-P-297	22-P-53	28-P-225	550010	328926-1X	3-P-677	378430-12
AF Assembly 6	21-P-303	22-P-53	28-P-225	550010	328926-10X	3-P-895	378447-6

Output Options

Bill of Materials — Driveline Output



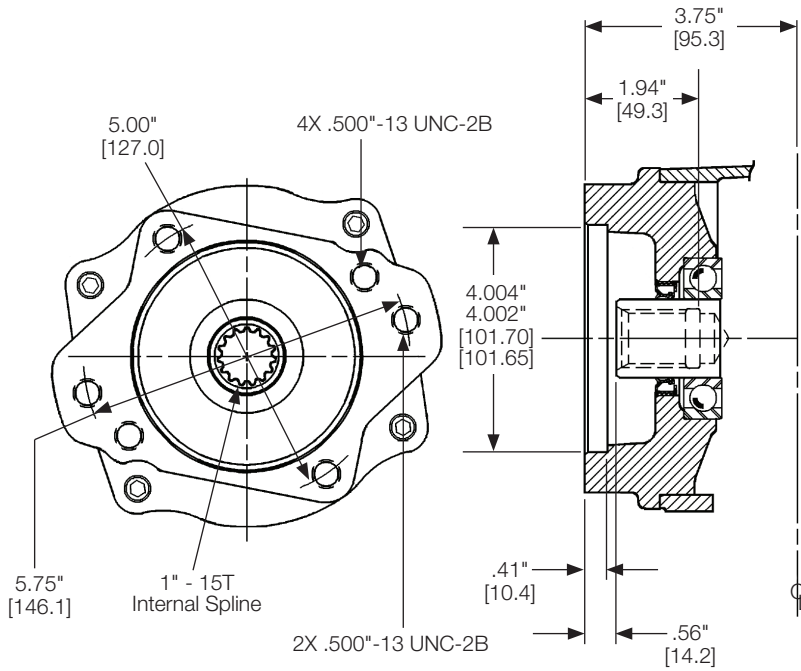
XD Output Option Rd Standard Shaft (1-1/4" - 5/16" Key)		
Part Number	Description	Qty.
328926-1X	Shaft & Clutch Assembly	1
28-P-225	Oil Seal.....	1
500007-29	Woodruff Key.....	1
378430-12	Hex Head Cap Screw (.312"-18 x 1.250").....	4



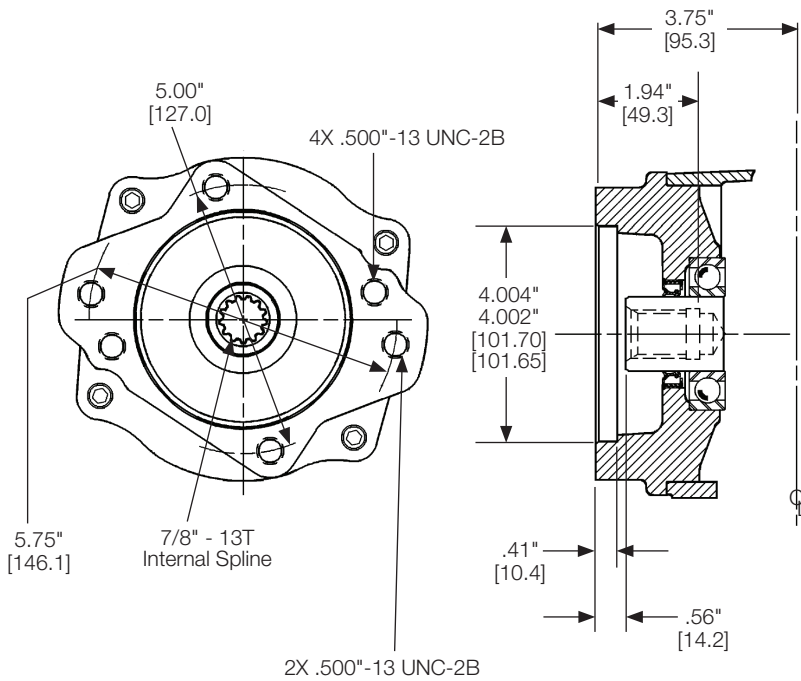
XV Output Option 1410 Series Companion Flange		
Part Number	Description	Qty.
328926-1X	Shaft & Clutch Assembly	1
379828	1410 Companion Flange	1
378454-7	Set Screw.....	1
500007-29	Woodruff Key.....	1
378430-12	Hex Head Cap Screw (.312"-18 x 1.250").....	4
378454-7	Socket Head Set Screw (.375"-16 x .500").....	1

Output Options

Bill of Materials — Pump Mount

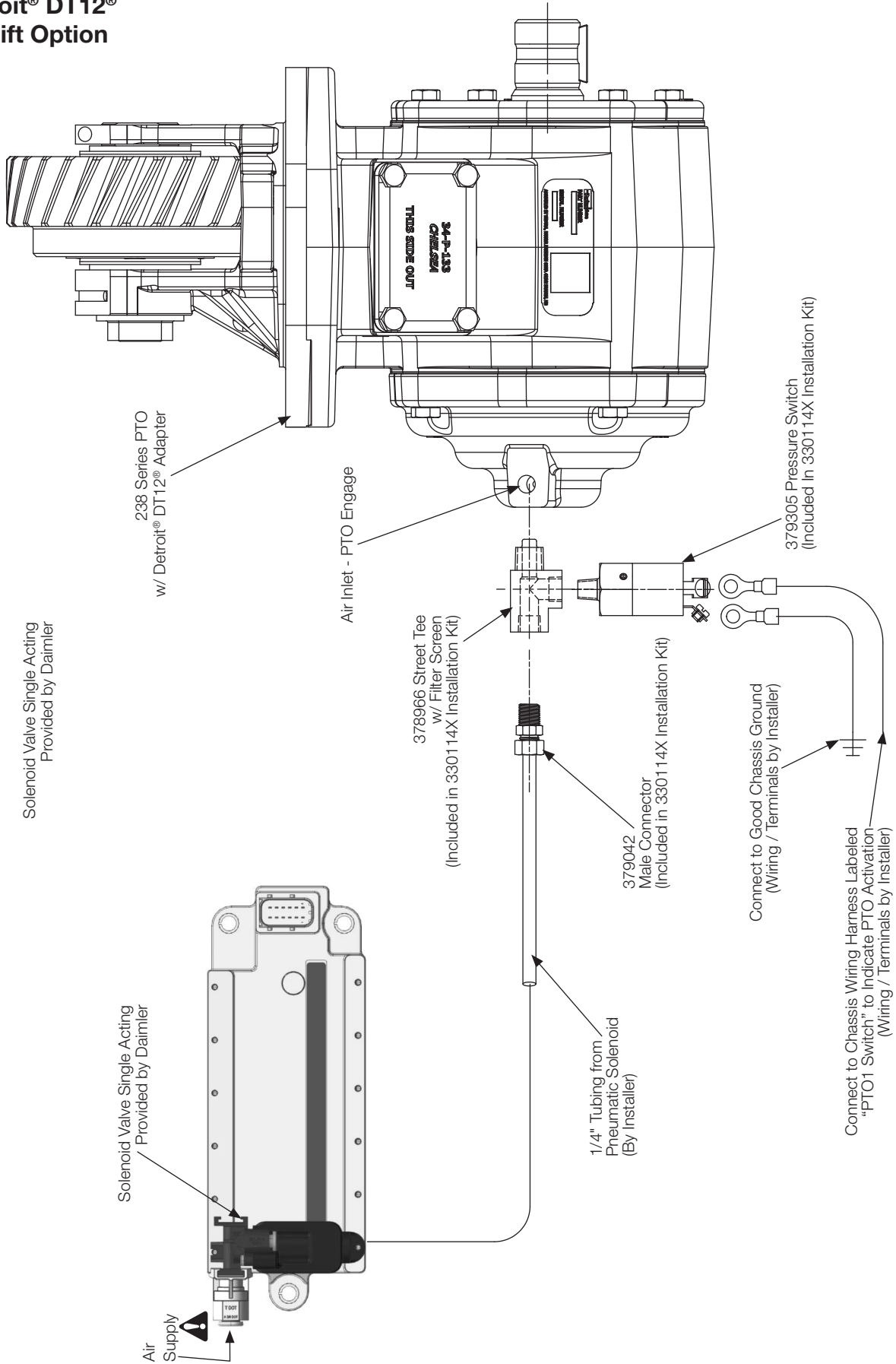


AF Output Option		
SAE B 2 or 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
21-P-445	Pump Flange.....	1
28-P-225	Oil Seal.....	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000").....	4
†329160-51X	Conversion Kit (XD to AF)	



XK Output Option		
SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
21-P-303	Pump Flange.....	1
28-P-2225	Oil Seal.....	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000").....	4
†329160-15X	Conversion Kit (XD to XK)	

Detroit® DT12®
V Shift Option



Installation Kit: 330114X

(SK-681 Rev B)

WARNING: Air supply connection to be factory installed by OEM.

Kits Bill of Materials

**Parts List
238D Series**

Part Number	Description	Qty.	Part Number	Description	Qty.
GASKET KIT			SERVICE KITS		
328948-17X	Gasket & Installation Kit		328594-26X	Bearing & Spacer Kit (X, D, G, K Housing) (X Lube)	
328946X	Caution Label Kit	1	9-P-102	Idler Shaft	1
35-P-15-1	Housing Gasket (.010")	2	550439	Tapered Bearing	2
35-P-15-2	Housing Gasket (.020")	3	378452-7	Set Screw	1
379085-2	Instructions Label	4	14-P-73-1	Idler Spacer	1
379624	Product Warranty Card	1	14-P-73-2	Idler Spacer	1
Owner's Manual	HY25-1240-M1/US	1	14-P-73-3	Idler Spacer	1
Safety Guide	HY25-1002-M1/US	1	31-P-102	Thrust Washer	1
328948-53X	DT12® Adapter Gasket & Installation Kit (D Mount Only) (V Shift)		329043-3X	Clutch Repair Kit	
328946X	Caution Label Kit	1	22-P-53	Gasket	2
35-P-129-1	DT12® Mounting Gasket (.010)	4	28-P-178	O-ring	1
35-P-129-2	DT12® Mounting Gasket (.020)	4	28-P-179	Oil Seal	1
379624	Warranty Card	1	28-P-225	Oil Seal	1
Owner's Manual	HY25-1135D-M1/US	1	28-P-244	O-ring	2
Safety Guide	HY25-1002-M1/US	1	35-P-9-1	Mounting Gasket	2
69-P-39	DA Supplemental Sheet Instruction	1	35-P-9-2	Mounting Gasket	2
STUD KIT			378576	Snap/Retaining Ring	1
328170-219X	DT12® Stud Kit (D Mount)		379746	Lockring	1
379745	Flange Nut (.438"-20)	8	379595	Clutch Plate	7
380652	Metric Stud (M12-1.75 x 3.000")	8	378811	Seal Back Up Plate	1
380643	Dowel Pin (.472" x .433" x 1.470")	2	378849	Retainer Ring	1
AIR SHIFTER INSTALLATION KIT			379323	Clutch Back Up	1
330114X	Air Shift Kit Less Installation Kit		380057	Clutch Piston	1
379042	Male Connector (.250") Tubex (.125"-27)	1	379485	Friction Disc	8
379305	Air Shifter Pressure Switch	1	329043-27X	Service Bearing Seal Gasket & Clutch Pack Kit	
378966	Tee (.125"-27)	1	379595	Clutch Plate	7
379497	Relay Valve	1	560918	Needle Roller Bearing ASSY (1.500" x 1.875" x 1.000")	2
378414	Pressure Protection Valve	1	550439	Taper Bearing Cone (.750" x .860")	2
SK-681	Installation Sketch	1	550010	Ball Bearing (1.378" x 2.835" x .670")	2
			379746	Lockring	1
			379485	Friction Disc	8
			14-P-73-1	Spacer Idler (.762" x 1.500" x .150")	1
			14-P-73-2	Spacer Idler (.762" x 1.500" x .153")	1
			14-P-73-3	Spacer Idler (.762" x 1.500" x .156")	1
			31-P-102	Thrust Washer (.754" x 1.440" x .030")	1

Continued on Next Page

BOMs in each kit group are listed in order based on part number.

Parts List
238D Series

Kits Bill of Materials

Part Number	Description	Qty.	Part Number	Description	Qty.
SERVICE KITS (Continued)			OUTPUT CONVERSION KITS		
329043-28X	Service Bearing Seal Gasket Piston & Clutch Pack Kit		329160-15X	Conversion Kit (XD to XK)	
329043-27X	Service Kit	1	21-P-303	Pump Flange	1
379595	Clutch Plate	7	22-P-53	Gasket	2
560918	Roller Bearing	2	28-P-179	Oil Seal (1.379" x .875" x .249")	1
550439	Taper Bearing	2	28-P-224	Oil Seal (2.066" x 1.250" x .430")	2
550010	Ball Bearing	2	28-P-225	Oil Seal (2.004" x 1.375" x .315")	1
379746	Lockring	1	3-P-678	Output Shaft (7/8" - 13T)	1
379485	Friction Disc	8	378447-6	Socket Head Cap Screw (.312"-18 x 1.000") ..	4
14-P-73-1	Spacer Idler	1	379688	Spline Lubricant	1
14-P-73-2	Spacer Idler	1	378576	Lockring	1
14-P-73-3	Spacer Idler	1	378849	Lockring	1
31-P-102	Thrust Washer	1	379746	Lockring	1
380057	Clutch Piston	1			
379323	Clutch Back Up Cylinder	1	329160-51X	Conversion Kit (XD to AF)	
329043-29X	Gasket & Seal Kit		21-P-303	Pump Flange	1
22-P-53	Gasket	2	22-P-53	Gasket	2
28-P-171	O-ring (.644" x .087")	1	28-P-179	Oil Seal (1.379" x .875" x .249")	1
28-P-178	O-ring (4.484" X .138")	1	28-P-224	Oil Seal (2.066" x 1.250" x .430")	2
28-P-179	Oil Seal (1.379" x .875" x .266")	1	28-P-225	Oil Seal (2.004" x 1.375" x .315")	1
28-P-225	Oil Seal (2.004" x 1.375" x .315")	1	3-P-895	Output Shaft (7/8" - 13T)	1
28-P-244	O-ring (1.174" X .103")	1	378447-6	Socket Head Cap Screw (.312"-18 x 1.000") ..	4
35-P-15-1	Mounting Gasket	2	379688	Spline Lubricant	1
35-P-15-2	Mounting Gasket	2	378576	Lockring	1
			378849	Lockring	1
			379746	Lockring	1

BOMs in each kit group are listed in order based on part number.

Offer of Sale



WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

1. Definitions. As used herein, the following terms have the meanings indicated.

Buyer: means any customer receiving a Quote for Products.

Buyer's Property: means any tools, patterns, plans, drawings, designs, specifications materials, equipment, or information furnished by Buyer, or which are or become Buyer's property.

Confidential Information: means any technical, commercial, or other proprietary information of Seller, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered, or made available, whether directly or indirectly, to Buyer.

Goods: means any tangible part, system or component to be supplied by Seller.

Intellectual Property Rights: means any patents, trademarks, copyrights, trade dress, trade secrets or similar rights.

Products: means the Goods, Services and/or Software as described in a Quote.

Quote: means the offer or proposal made by Seller to Buyer for the supply of Products.

Seller: means Parker-Hannifin Corporation, all divisions, subsidiaries and businesses selling products under these terms.

Seller's IP: means patents, trademarks, copyrights, or other intellectual property rights relating to the Products, including without limitation, names, designs, images, drawings, models, software, templates, information, any improvements or creations or other intellectual property developed prior to or during the relationship contemplated herein.

Services: means any services to be provided by Seller.

Software: means any software related to the Goods, whether embedded or separately downloaded.

Special Tooling: means equipment acquired by Seller or otherwise owned by Seller necessary to manufacture Goods, including but not limited to tools, jigs, and fixtures.

Terms: means the terms and conditions of this Offer of Sale.

2. Terms. All sales of Products by Seller will be governed by, and are expressly conditioned upon Buyer's assent to, these Terms. These Terms are incorporated into any Quote provided by Seller to Buyer. Buyer's order for any Products whether communicated to Seller verbally, in writing, by electronic data interface or other electronic commerce, shall constitute acceptance of these Terms. Seller objects to any contrary or additional terms or conditions of Buyer. Reference in Seller's order acknowledgement to Buyer's purchase order or purchase order number shall in no way constitute an acceptance of any of Buyer's terms or conditions of purchase. Any Quote made by Seller to Buyer shall be considered a firm and definite offer and shall not be deemed to be otherwise despite any language on the face of the Quote. Seller reserves all rights to accept or reject any purported acceptance by Buyer to Seller's Quote if such purported acceptance attempts to vary the terms of the Quote. If Seller ships Products after Buyer issues an acceptance to the Quote, any additional or different terms proposed by Buyer will not become part of the parties' business relationship unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence. If the transaction proceeds without such agreement on the part of Seller, the business relationship will be

governed solely by these Terms and the specific terms in Seller's Quote.

3. Price; Payment. The Products set forth in the Quote are offered for sale at the prices indicated in the Quote. Unless otherwise specifically stated in the Quote, prices are valid for thirty (30) days and do not include any sales, use, or other taxes or duties. Seller reserves the right to modify prices for any reason and at any time by giving ten (10) days prior written notice. Unless otherwise specified by Seller, all prices are F.C.A. Seller's facility (INCOTERMS 2020). All sales are contingent upon credit approval and full payment for all purchases is due thirty (30) days from the date of invoice (or such date as may be specified in the Quote). Under any circumstances, Buyer may not withhold or suspend payment of any amounts due and payable as a deduction, set-off or recoupment of any amount, claim or dispute with Seller. Unpaid invoices beyond the specified payment date incur interest at the rate of 1.5% per month or the maximum allowable rate under applicable law. Seller reserves the right to require advance payment or provision of securities for first and subsequent deliveries if there is any doubt, in Seller's sole determination, regarding the Buyer's creditworthiness or for other business reasons. If the requested advance payment or securities are not provided to Seller's satisfaction, Seller reserves the right to suspend performance or reject the purchase order, in whole or in part, without prejudice to Seller's other rights or remedies, including the right to full compensation. Seller may revoke or shorten any payment periods previously granted in Seller's sole determination. The rights and remedies herein reserved to Seller are cumulative and in addition to any other or further rights and remedies available at law or in equity. No waiver by Seller of any breach by Buyer of any provision of these terms will constitute a waiver by Seller of any other breach of such provision.

4. Shipment; Delivery; Title and Risk of Loss. All delivery dates are approximate, and Seller is not responsible for damages or additional costs resulting from any delay. All deliveries are subject to our ability to procure materials from our suppliers. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the carrier at Seller's facility. Unless otherwise agreed prior to shipment and for domestic delivery locations only, Seller will select and arrange, at Buyer's sole expense, the carrier and means of delivery. When Seller selects and arranges the carrier and means of delivery, freight and insurance costs for shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions. Buyer shall not return or repackage any Products without the prior written authorization from Seller, and any return shall be at the sole cost and expense of Buyer.

5. Warranty. The warranty for the Products is as follows: (i) Seller warrants that all products sold 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); (ii) Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain and are warranted for a period of six (6) months from the date of completion of the Services; and (iii) Software is only warranted to perform in accordance with applicable specifications provided by Seller to Buyer for ninety (90) days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download. All prices are based upon the exclusive limited warranty stated above, and upon the following disclaimer:

EXEMPTION CLAUSE; DISCLAIMER OF WARRANTY, CONDITIONS, REPRESENTATIONS: THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY, CONDITION, AND REPRESENTATION, PERTAINING TO PRODUCTS. SELLER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER STATUTORY,

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Offer of Sale (Continued)

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO DESIGN, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR FAULT-TOLERANT, OR THAT BUYER'S USE THEREOF WILL BE SECURE OR UNINTERRUPTED, UNLESS OTHERWISE AUTHORIZED IN WRITING BY SELLER, THE SOFTWARE SHALL NOT BE USED IN CONNECTION WITH HAZARDOUS OR HIGH-RISK ACTIVITIES OR ENVIRONMENTS. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED "AS IS".

6. Claims; Commencement of Actions. Buyer shall promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to Seller within ten (10) days of delivery. Buyer shall notify Seller of any alleged breach of warranty within thirty (30) days after the date the non-conformance is or should have been discovered by Buyer. Any claim or action against Seller based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.

7. LIMITATION OF LIABILITY. IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE THE NON-CONFORMING PRODUCTS, REPERFORM THE SERVICES, OR REFUND THE PURCHASE PRICE PAID WITHIN A REASONABLE PERIOD OF TIME. IN NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ANY LOSS OF REVENUE OR PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.

8. Confidential Information. Buyer acknowledges and agrees that Confidential Information has been and will be received in confidence and will remain the property of Seller. Buyer further agrees that it will not use Seller's Confidential Information for any purpose other than for the benefit of Seller and shall return all such Confidential Information to Seller within thirty (30) days upon request.

9. Loss to Buyer's Property. Buyer's Property will be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer ordering the Products manufactured using Buyer's Property. Also, Seller shall not be responsible for any loss or damage to Buyer's Property while it is in Seller's possession or control.

10. Special Tooling. Seller may impose a tooling charge for any Special Tooling. Special Tooling shall be and remain Seller's property. In no event will Buyer acquire any interest in the Special Tooling, even if such Special Tooling has been specially converted or adapted for manufacture of Goods for Buyer and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller has the right to alter, discard or otherwise dispose of any Special Tooling or other property owned by Seller in its sole determination at any time.

11. Security Interest. To secure payment of all sums due from Buyer, Seller retains a security interest in all Products delivered to Buyer and, Buyer's acceptance of these Terms is deemed to be 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 Seller's security interest.

12. User Responsibility. Buyer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Buyer must analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the Quote or the Products, such as Seller's instructions, guides and specifications. If Seller provides options of or for Products

based upon data or specifications provided by Buyer, Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event Buyer is not the end-user of the Products, Buyer will ensure such end-user complies with this paragraph.

13. Use of Products, Indemnity by Buyer. Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, intellectual property infringement or any other claim, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of Products; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of Buyer's Property; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms, including any legal or administrative proceedings, collection efforts, or other actions arising from or relating to such failure to comply. Seller shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

14. Cancellations and Changes. Buyer may not cancel or modify, including but not limited to movement of delivery dates for the Products, any order 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 and any additional expense. Seller, at any time, may change features, specifications, designs and availability of Products.

15. Assignment. Buyer may not assign its rights or obligations without the prior written consent of Seller.

16. Force Majeure. Seller is not liable for delay or failure to perform any of its obligations by reason of any events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, cyber related disruptions, cyber-attacks, ransomware sabotage, delays or failures in delivery from carriers or suppliers, shortages of materials, sudden increases in the price of raw material or components, shutdowns or slowdowns affecting the supply of raw materials or components, or the transportation thereof, oil shortages or oil price increases, energy crisis, energy or fuel interruption, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, embargoes, fire or any reason whether similar to the foregoing or otherwise. Seller will resume performance as soon as practicable after the event of force majeure has been removed. All delivery dates affected by an event of force majeure shall be tolled for the duration of such event of force majeure and rescheduled for mutually agreed dates as soon as practicable after the event of force majeure ceases to exist. The right to allocate capacity is in the Seller's sole discretion. An event of force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or subcontractors. An event of force majeure in the meaning of these Terms means any circumstances beyond Seller's control that permanently or temporarily hinders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to cancel any orders following its claim of an event of force majeure.

17. Waiver and Severability. Failure to enforce any provision

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Offer of Sale (Continued)

WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.

18. Duration. Unless otherwise stated in the Quote, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of one (1) year; and (b) shall automatically renew for successive one-year terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement pursuant to Section 19 of these Terms.

19. Termination. Seller may, without liability to Buyer, terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.

20. Ownership of Rights. Buyer agrees that (a) Seller (and/or its affiliates) owns or is the valid licensee of Seller's IP and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer any ownership interest or license in or to Seller's IP to Buyer, unless expressly agreed in writing. Without limiting the foregoing, Seller retains ownership of all Software supplied to Buyer. In no event shall Buyer obtain any greater right in and to the Software than a right in a license limited to the use thereof and subject to compliance with any other terms provided with the Software. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any Software (including firmware) comprising or contained within a Product, except and only to the extent that such activity may be expressly permitted, either by applicable law or, in the case of open-source software, the applicable open-source license.

21. Indemnity for Infringement of Intellectual Property

Rights. Seller is not liable for infringement of any Intellectual Property Rights except as provided in this Section. 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 a third-party claim that one or more of the Products infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer (including Seller's use of Buyer's Property); or (ii) directed to any Products for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.

22. Governing Law. These Terms, the terms of any Quote, and the sale and delivery of all Products are 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 the sale and delivery of the Products.

23. Entire Agreement. These Terms, along with the terms set forth in the Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the Quote and these Terms, the terms set forth in the Quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. No modification to these Terms will be binding on Seller unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence, 'clickwrap' or other purported electronic assent to different or additional terms. Sections 2-25 of these Terms shall survive termination or cancellation of any agreement governed by or arising from these Terms.

24. No 'Wrap' Agreements/No Authority to Bind. Seller's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Buyer's software or webpage for the placement of orders, is NOT an agreement to Buyer's Terms and Conditions. **NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.**

25. Compliance with Laws. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), the U.S. Food Drug and Cosmetic Act ("FDCA"), and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer represents that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, Export Laws, the FDCA and the FDA and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase Products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Products from Seller in a manner or for a purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with Export Law.

09/22



Parker-Hannifin Corporation

Chelsea Products Division
8225 Hacks Cross Rd
Olive Branch, MS 38654
United States

Phone: +1 (662) 895-1011
Email: chd_support@support.parker.com

www.Parker.com/Chelsea

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