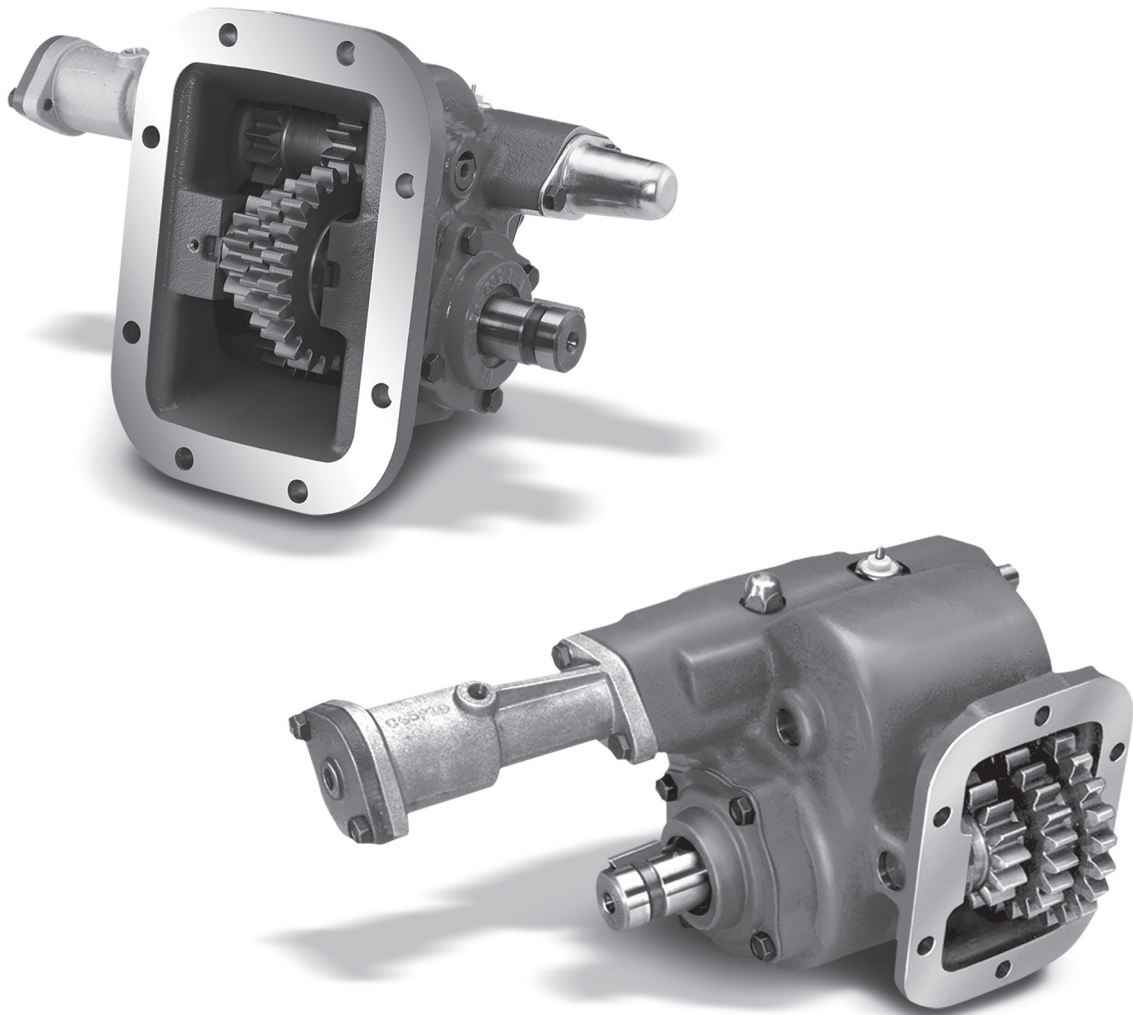


Effective: HY25-2340-M1/US April 15, 2023  
Supersedes: HY25-2340-M1/US September 15, 2022



# Power Take-Offs Parts List

## 340, 348 Series



### **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.

This document and other information from Parker Hannifin Corporation, its subsidiaries and authorized distributors provide product or system options for further investigation by users having technical expertise.

The user, through its own analysis and testing, is solely responsible for making the final selection of the system and components 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, follow applicable industry standards, and follow the information concerning the product in the current product catalog and in any other materials provided from Parker or its subsidiaries or authorized distributors.

To the extent that Parker or its subsidiaries or authorized distributors provide component or system options based upon data or specifications provided by the user, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the components or systems.

### **Offer of Sale**

The items described in this document are hereby offered for sale by Parker Hannifin Corporation, its subsidiaries or its authorized distributors. This offer and its acceptance are governed by the provisions stated in the "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](http://www.P65Warnings.ca.gov)

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340 Series

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348 Series

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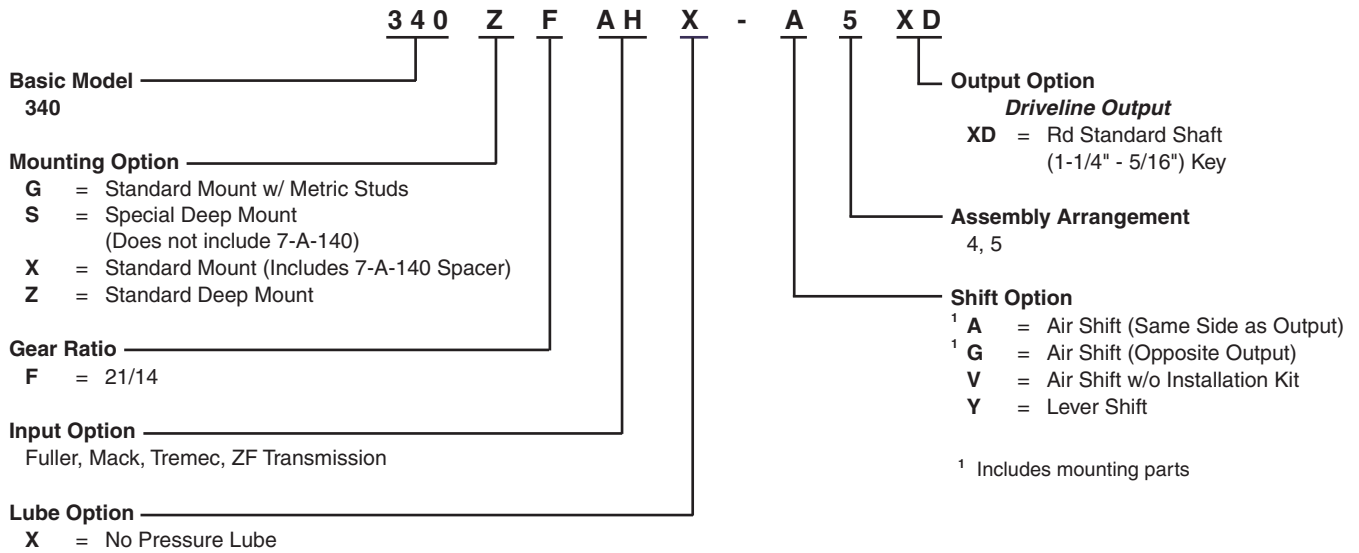
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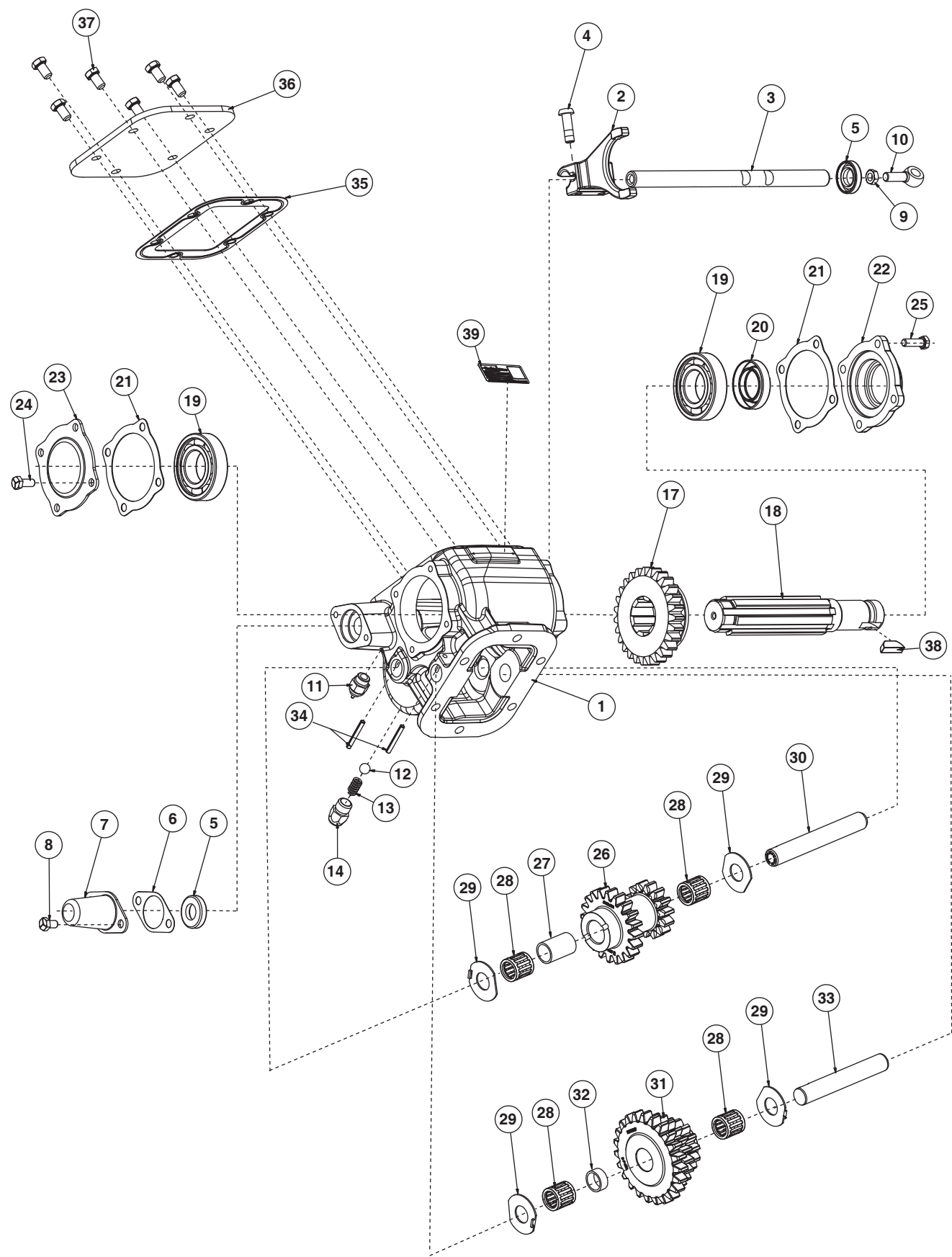
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**Model Number Designator**



**Bill of Materials****Parts List  
340 Series**

Item	Part Number	Description	Qty.
1	<b>1-P-384</b>	Housing (X, S Mount).....	1 or
	<b>1-P-502</b>	Housing (Special Deep Mount) (Z Mount).....	1
2	<b>32-P-67</b>	Shifter Fork.....	1
3	<b>11-P-125</b>	Shifter Shaft (.68").....	1
4	<b>379687-12</b>	11/50" Button Head Hex Socket Head Cap Screw (.375"-16 x 1.25").....	2
5	<b>28-P-207</b>	Oil Seal (1.379" x .688" x .406") (Without Airshift Option) .....	2 or
		Oil Seal (1.379" x .688" x .406") (Airshift A, G, V Only) .....	1
6	<b>35-P-14</b>	Shifter Cover Gasket (Without Airshift Option).....	1 or
		Gasket (Airshift A, G, V Only).....	3
7	<b>65-P-23</b>	Cover Shifter Shaft (6-Bolt) .....	1
8	<b>378430-4</b>	1/2" Hex Head Cap Screw (.312"-18 x .500") .....	2
9	<b>500381-3</b>	9/16" Hex Jamb Nut (.375"-24) (Y Shift Only) .....	1
10	<b>36-P-1</b>	Eye Bolt (.375"-24) (Y Shift Only) .....	1
11	<b>380515</b>	Indicator Switch 6-Bolt, 8-Bolt (Normally Open) .....	1
12	<b>378002</b>	Ball Shifter (.437") (Y Shift Only).....	1
13	<b>37-P-41</b>	Spring 6-Bolt (.406" x 1.125") (Y Shift Only) .....	1
14	<b>378554</b>	Poppet Cap (6-Bolt Lever Shifter) .....	1
N.S.	See <a href="#">page 8</a>	Air Shift ASSY .....	1
N.S.	<b>378430-9</b>	1/2" Hex Head Cap Screw (.312"-18 x .875") (Airshift A, G, V Only) .....	2
17	<b>2-P-558</b>	Output Gear (27T).....	1
18	<b>3-P-763</b>	Output Shaft (1.25" Keyed) .....	1
19	<b>550010</b>	Bearing Ball (1.378" x 2.834" x .669").....	2
20	<b>28-P-224</b>	Oil Seal (2.066" x 1.250" x .433").....	1
21	<b>22-P-71</b>	Bearing Cap Gasket.....	2
22	<b>21-P-641</b>	Bearing Cap .....	1
23	<b>21-P-46</b>	Bearing Cap .....	1
24	<b>378430-8</b>	1/2" Hex Head Cap Screw (.312"-18 x .750") .....	4
25	<b>378430-10</b>	1/2" Hex Head Cap Screw (.312"-18 x 1.000") .....	4
26	<b>33-P-69</b>	Gear - Reverse Idler (20T/14T) .....	1
27	<b>14-P-33</b>	Spacer (.770" x .925" x 1.428") .....	1
28	<b>550890</b>	Bearing Needle Roller Assembly (.750" x 1.000" x 1.000") .....	4
29	<b>31-P-80</b>	Thrust Washer (.770" x 1.750" x .061") .....	4
30	<b>39-P-3</b>	Idler Shaft (.75").....	1
31	See <a href="#">page 5</a>	Input Gear .....	1
32	<b>14-P-32</b>	Spacer (.770" x .925" x .384") .....	1
33	<b>9-P-60</b>	Shaft Idler .75" (X Lube Option) .....	1
34	<b>500597-18</b>	Roll Pin (.188" x 1.500") .....	2
35	<b>35-P-117</b>	Beaded Gasket (6-Bolt).....	1
36	<b>34-P-319</b>	6-Bolt Cover (Thick) .....	1
37	<b>378431CR-6</b>	3/16" Hex Head Cap Screw (.375"-16 x .625") .....	6
38	<b>500007-29</b>	Woodruff Key.....	1
39	<b>68-P-51-1</b>	Adhesive Label.....	1
N.S.	<b>7-A-140</b>	Spacer 6-Bolt (.140") (X Mount Option) .....	1

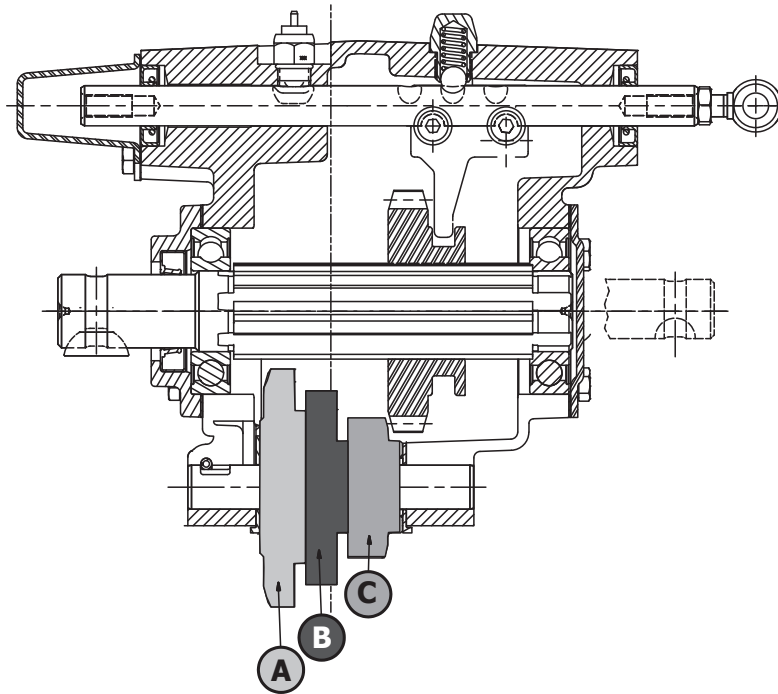
N.S. – Not Shown

Continued on Next Page

**Bill of Materials****Parts List  
340 Series**

Item	Part Number	Description	Qty.
N.S.	<b>379640</b>	Booted Connector (V Shifter) .....	1
N.S.	<b>378414</b>	Pressure Protection Valve (V Shifter) .....	1
See <a href="#">pages 21-22</a> for Bill of Materials for the below loose parts.			
		<b>STUD KITS</b>	
	<b>328170-95X</b>	Standard Stud Kit.....	1 or
	<b>328170-94X</b>	Stud Kit .....	1 or
	<b>7170-72X</b>	Metric Stud Kit.....	1
		<b>INSTALLATION INSTRUCTIONS KITS</b>	
	<b>328948-6X</b>	6-Bolt Gasket and Installation Instructions.....	1
		<b>INSTALLATION KITS</b>	
	<b>328388-40X</b>	Air Shift Installation Kit (A, G Shift) .....	1 or
	<b>328751-1X</b>	Wire or Lever Installation Kit (Y Shift) .....	1 or
		<b>SERVICE KITS</b>	
	<b>328390-92X</b>	A or G Air Shift Conversion Kit	
	<b>328390-153X</b>	V Shift Conversion Kit	
	<b>328969X</b>	Bearing & Idler Shaft Kit	
N.S. – Not Shown			

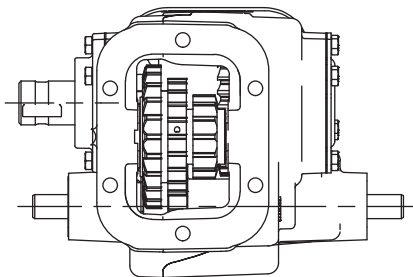




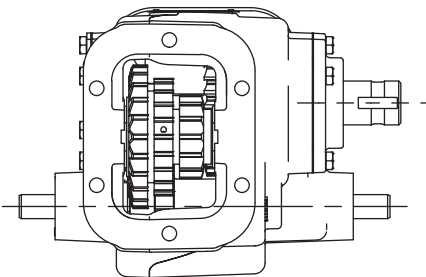
**Input Gear Chart**

GEAR DESIGNATOR	INPUT GEAR	NO. TEETH A (31)	HELIX ANGLE	NO. TEETH B (31)	NO. TEETH C (31)
*340*FAB	5-P-579	19	Spur	21	14
340*FAH	5-P-581	23	Spur	21	14
340*FAP	5-P-845	21	Left Hand	21	14
*340*FAR	5-P-582	21	Left Hand	21	14
*340*FBG	5-P-580	23	Left Hand	21	14
*340*FBQ	5-P-720	25	Left Hand	21	14
340*FDA	5-P-634	23	Spur	21	14
*340*FDB	5-P-803	39	Spur	21	14
340*FDJ	5-P-921	28	Left Hand	21	14
*340SFDM	5-P-726	16	Left Hand	21	14
*340SFDN	5-P-727	17	Left Hand	21	14
*340*FDU	5-P-883	28	Left Hand	21	14
*340*FEC	5-P-896	36	Left Hand	21	14
*340*FED	5-P-897	34	Left Hand	21	14
*340*FES	5-P-884	22	Left Hand	21	14
*340*FET	5-P-948	23	Left Hand	21	14
*340*FEW	5-P-886	20	Left Hand	21	14
*340*SFFN	5-P-931	26	Left Hand	21	14
*340*FFP	5-P-992	23	Left Hand	21	14
*340*FHY	5-P-1245	26	Left Hand	21	14
*340*FJU	5-P-1377	25	Left Hand	21	14
*340*FJW	5-P-1404	23	Left Hand	21	14
340**IT	Assembled without Input Gear				

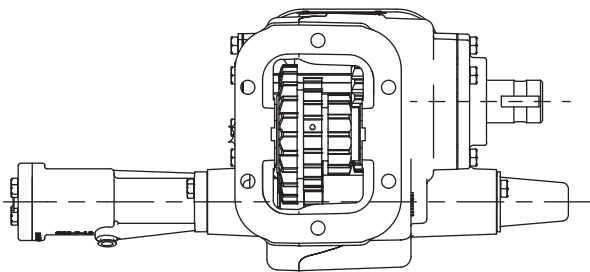
\*No longer a current option per Chelsea Suggested List Price



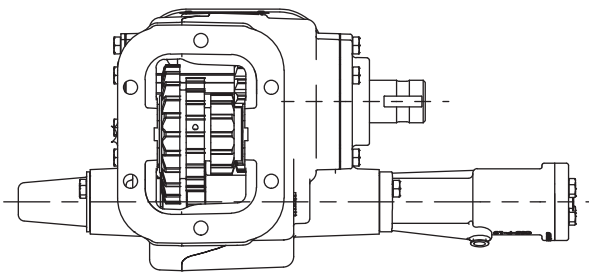
**4 Assembly**



**5 Assembly**

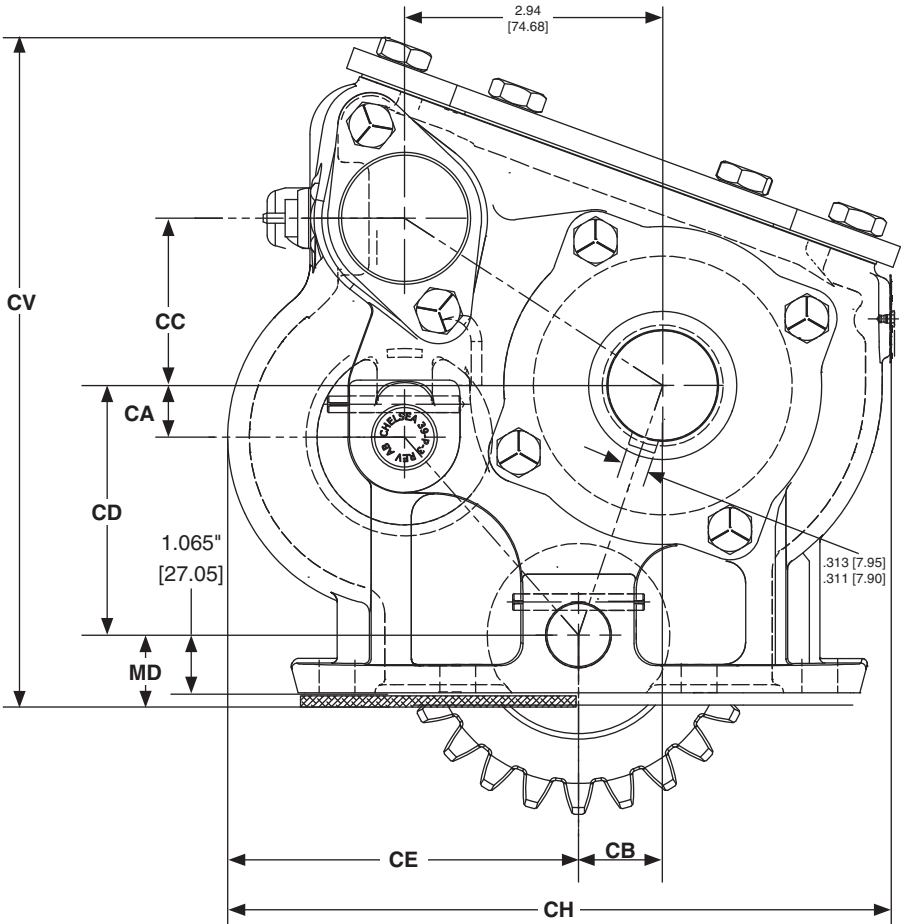


**Shift Type G  
Assembly 5 Shown**



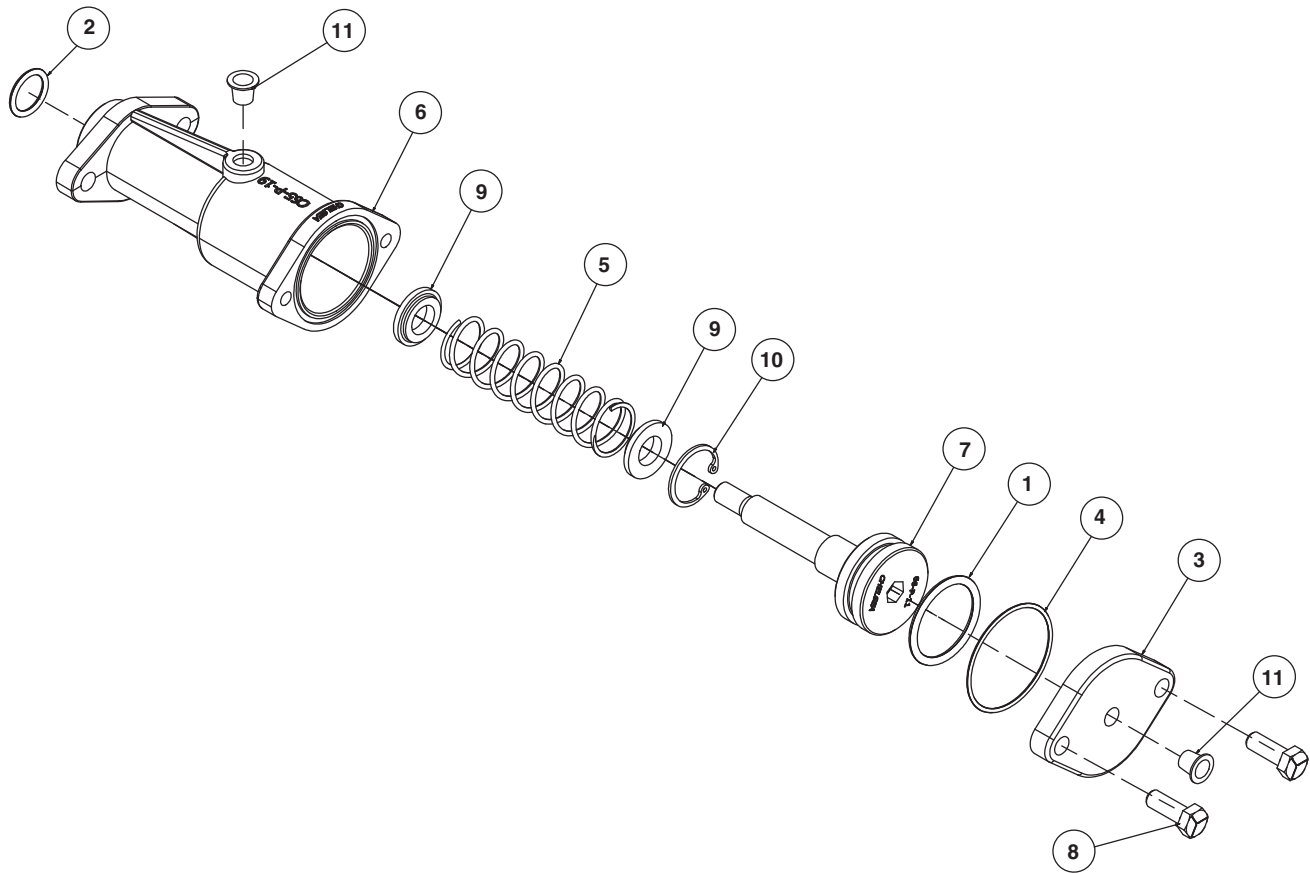
**Shift Type A  
Assembly 5 Shown**

**PTO Housing & Shaft Dimensions**



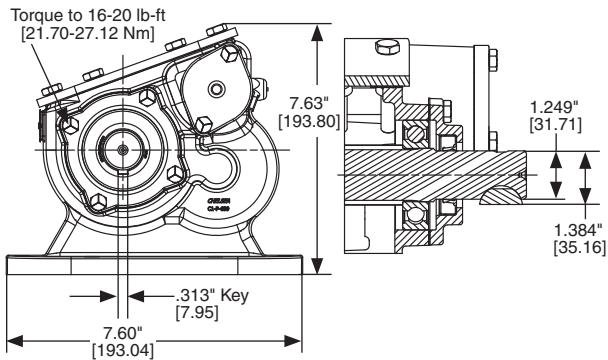
PTO Series	CA	CB	CC	CD	CE	CH	CV	MD
340X, 340G (with 7-A-140)	.59"	.96"	1.91"	2.84"	4.00"	7.60"	7.63"	.798"
340S (without 7-A-140)								.658"
340Z								.573"

Air Control Parts



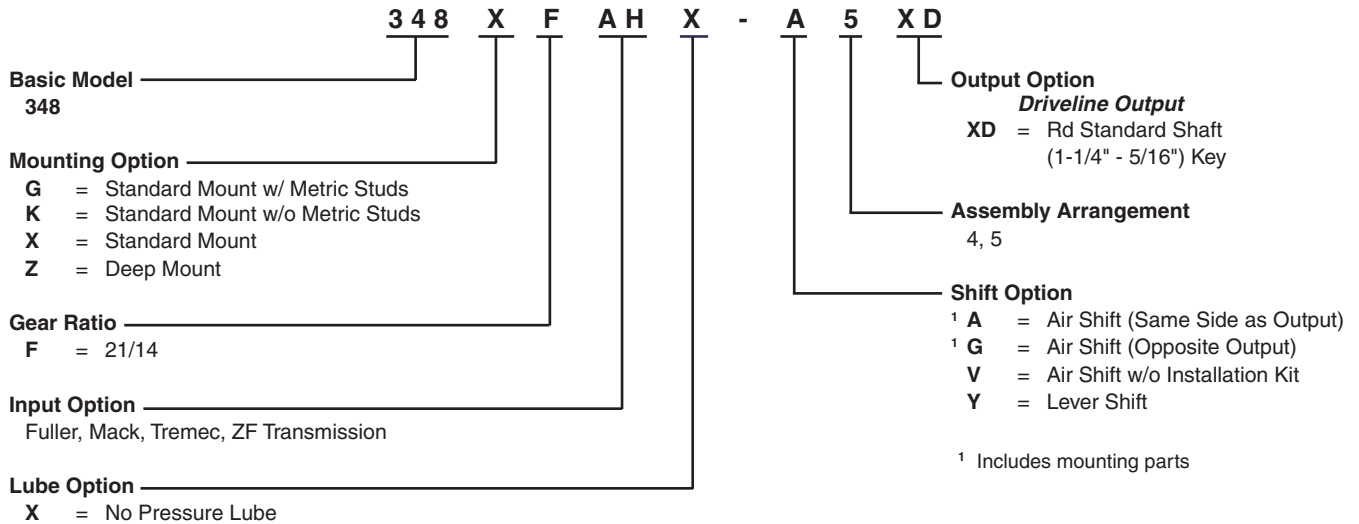
Item	Part Number	Description	Qty.
	<b>328911X</b>	Air Shift Cover Assembly (G4 & A5) .....	1 or
	<b>328912X</b>	Air Shift Cover Assembly (A4 & G5) .....	1
	<b>328819X</b>	Air Shift Sub Assembly	
1	<b>28-P-61</b>	O-ring (1.359" x .139") .....	1
2	<b>28-P-71</b>	O-ring (.674" x .103") .....	1
3	<b>34-P-81</b>	Cylinder Cap .....	1
4	<b>28-P-250</b>	O-ring (1.864" x .070") .....	1
5	<b>37-P-50</b>	Spring (1.000" x 3.610") .....	1
6	<b>65-P-15</b>	Air Shifter Cylinder .....	1
7	<b>66-P-11</b>	Piston Shifter .....	1
8	<b>378430-9</b>	1/2" Hex Head Cap Screw (.312"-18 x .875") .....	2
9	<b>379102</b>	Spring Retainer Washer (.540" x 1.032" x .188") .....	2
10	<b>379103</b>	Internal Lockring .....	1
11	<b>500897-5</b>	Shipping Plug .....	2
N.S.	<b>11-P-125</b>	Shifter Shaft .....	1
N.S. – Not Shown			

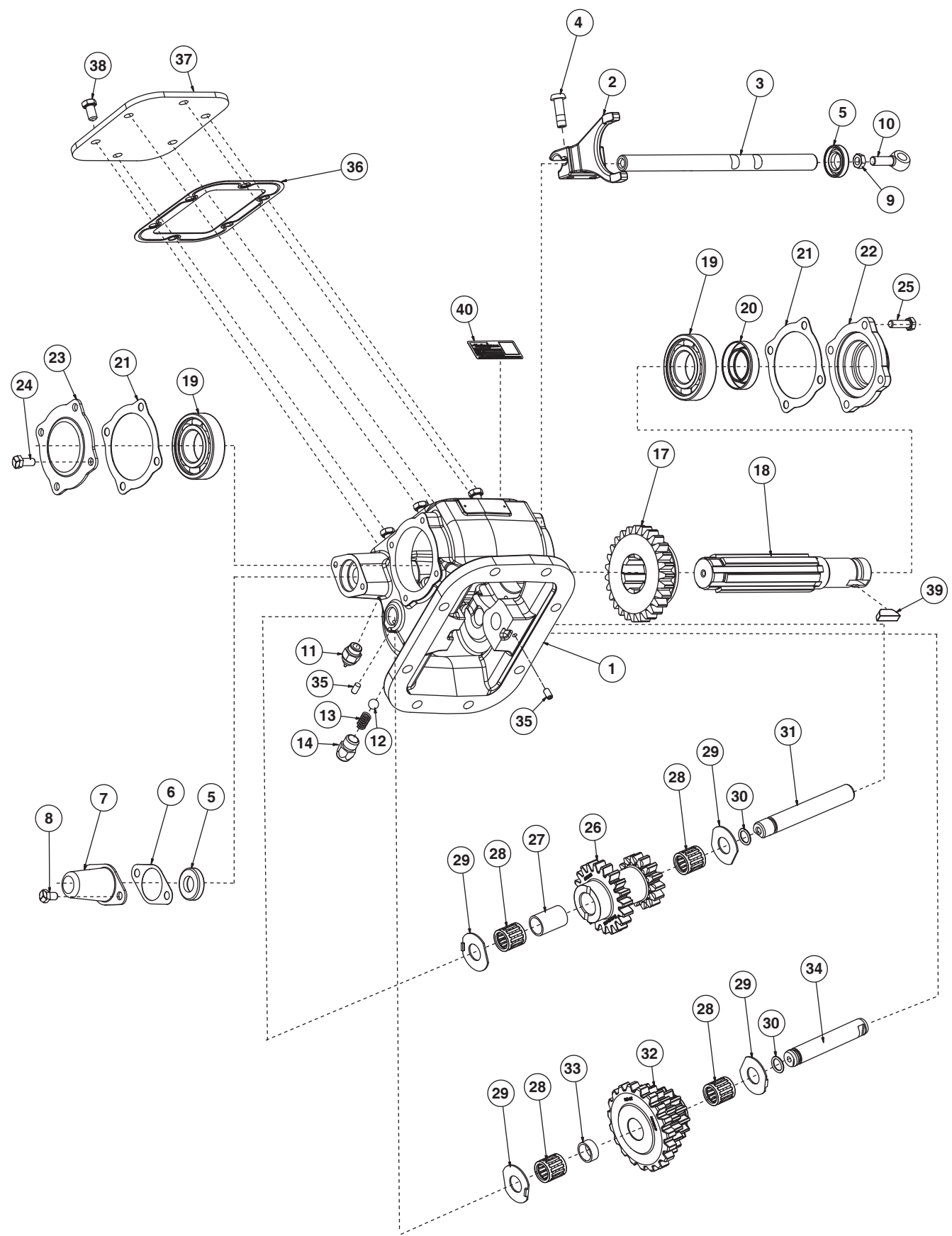
Bill of Materials - Driveline Output



XD Output Option		
Rd Standard Shaft (1-1/4" - 5/16" Key)		
Part Number	Description	Qty.
3-P-763	Output Shaft .....	1
22-P-71	Bearing Cap Gasket .....	1
28-P-224	Oil Seal (2.066" x 1.250" x .433") .....	1
21-P-641	Bearing Cap.....	1
378430-10	1/2" Hex Head Cap Screw (.312"-18 x 1.000") ....	4
500007-29	Woodruff Key .....	1

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Model Number Designator**





**Bill of Materials****Parts List  
348 Series**

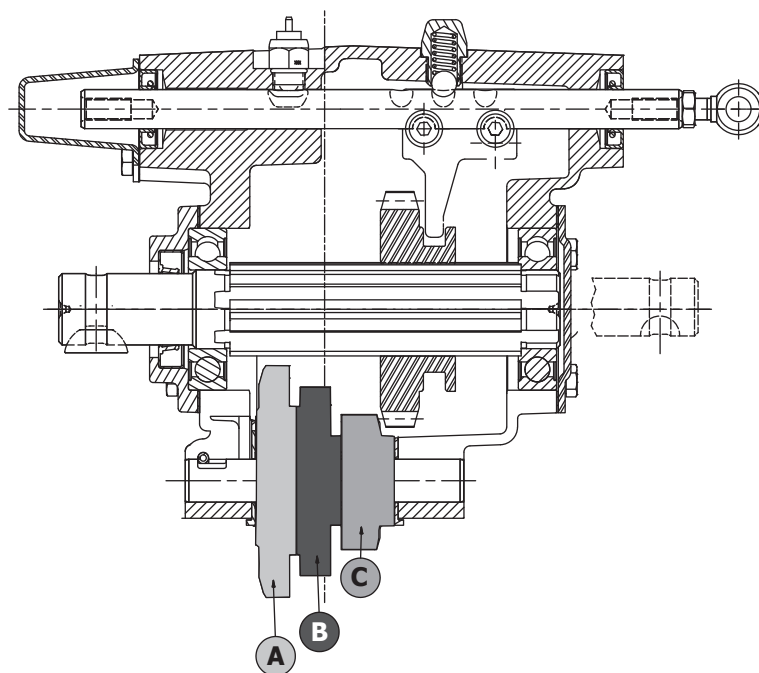
Item	Part Number	Description	Qty.
1	<b>1-P-700</b>	Housing (X Mounting Type) .....	1 or
	<b>1-P-713</b>	Housing (Z Mounting Type) .....	1
2	<b>32-P-67</b>	Shifter Fork.....	1
3	<b>11-P-125</b>	Shifter Shaft (.68").....	1
4	<b>379687-12</b>	11/50" Button Head Hex Socket Head Cap Screw (.375"-16 x 1.250").....	2
5	<b>28-P-207</b>	Oil Seal (1.379" x .688" x .406") (Without Airshift Option) .....	2 or
		Oil Seal (1.379" x .688" x .406") (Airshift A, G, V Only) .....	1
6	<b>35-P-14</b>	Shifter Cover Gasket (Without Airshift Option).....	1 or
		Gasket (Airshift A, G, V Only).....	3
7	<b>65-P-23</b>	Cover Shifter Shaft.....	2
8	<b>378430-4</b>	1/2" Hex Head Cap Screw (.312"-18 x .500") .....	2
9	<b>500381-3</b>	9/16" Hex Jamb Nut (.375"-24) (Y Shift Only) .....	1
10	<b>36-P-1</b>	Eye Bolt (.375"-24) (Y Shift Only) .....	1
11	<b>380515</b>	Indicator Switch 6-Bolt, 8-Bolt (Normally Open) .....	1
12	<b>378002</b>	Ball Shifter (.437") (Y Shift Only).....	1
13	<b>37-P-41</b>	Spring 6-Bolt (.406" x 1.125") (Y Shift Only) .....	1
14	<b>378554</b>	Poppet Cap (6-Bolt Lever Shifter) .....	1
N.S.	See <a href="#">page 8</a>	Air Shift ASSY .....	1
N.S.	<b>378430-9</b>	1/2" Hex Head Cap Screw (.312"-18 x .875") (Airshift A, G, V Only) .....	2
17	<b>2-P-558</b>	Output Gear (27T).....	1
18	<b>3-P-763</b>	Output Shaft (1.25" Keyed) .....	1
19	<b>550010</b>	Bearing Ball (1.378" x 2.834" x .669").....	2
20	<b>28-P-224</b>	Oil Seal (2.066" x 1.250" x .433").....	1
21	<b>22-P-71</b>	Bearing Cap Gasket.....	2
22	<b>21-P-641</b>	Bearing Cap .....	1
23	<b>21-P-46</b>	Bearing Cap .....	1
24	<b>378430-8</b>	1/2" Hex Head Cap Screw (.312"-18 x .750") .....	4
25	<b>378430-10</b>	1/2" Hex Head Cap Screw (.312"-18 x 1.000") .....	4
26	<b>33-P-69</b>	Gear - Reverse Idler (20T/14T) .....	1
27	<b>14-P-33</b>	Spacer (.770" x .925" x 1.428").....	1
28	<b>550890</b>	Bearing Needle Roller Assembly (.750" x 1.000" x 1.000") .....	4
29	<b>31-P-80</b>	Thrust Washer (.770" x 1.750" x .061").....	4
30	<b>28-P-191</b>	O-ring (.549" x .103") .....	2
31	<b>9-P-108</b>	Reverse Idler Shaft .....	1
32	See <a href="#">page 15</a>	Input Gear .....	1
33	<b>14-P-32</b>	Spacer (.770" x .925" x .384").....	1
34	<b>9-P-102</b>	Idler Shaft (.75").....	1
35	<b>378452-7</b>	1/4" Socket Head Set Screw (.250"-20 x .500") .....	2
36	<b>35-P-117</b>	Gasket 6-Bolt .....	1
37	<b>34-P-319</b>	Cover 6-Bolt (Thick) .....	1
38	<b>378431CR-6</b>	3/16" Hex Head Cap Screw (.375"-16 x .625") .....	6
39	<b>500007-29</b>	Woodruff Key.....	2
40	<b>68-P-51-1</b>	Adhesive Label.....	1

N.S. – Not Shown

Continued on Next Page

**Bill of Materials****Parts List  
348 Series**

Item	Part Number	Description	Qty.
N.S.	<b>379640</b>	Booted Connector (V Shifter) .....	1
N.S.	<b>378414</b>	Pressure Protection Valve (V Shifter) .....	1
See <a href="#">pages 21-22</a> for Bill of Materials for the below loose parts.			
		<b>STUD KITS</b>	
	<b>328170-209X</b>	Stud Kit .....	1 or
	<b>7170-120X</b>	Metric Stud Kit.....	1 or
		<b>INSTALLATION INSTRUCTIONS KITS</b>	
	<b>328948-8X</b>	6-Bolt Gasket and Installation Instructions.....	1
		<b>INSTALLATION KITS</b>	
	<b>328388-40X</b>	Air Shift Installation Kit (A, G Shift) .....	1 or
	<b>328751-1X</b>	Wire or Lever Installation Kit (Y Shift) .....	1 or
		<b>SERVICE KITS</b>	
	<b>328390-92X</b>	A or G Air Shift Conversion Kit	
	<b>328390-153X</b>	V Shift Conversion Kit	
	<b>328594-30X</b>	Bearing & Idler Shaft Kit	
N.S. – Not Shown			

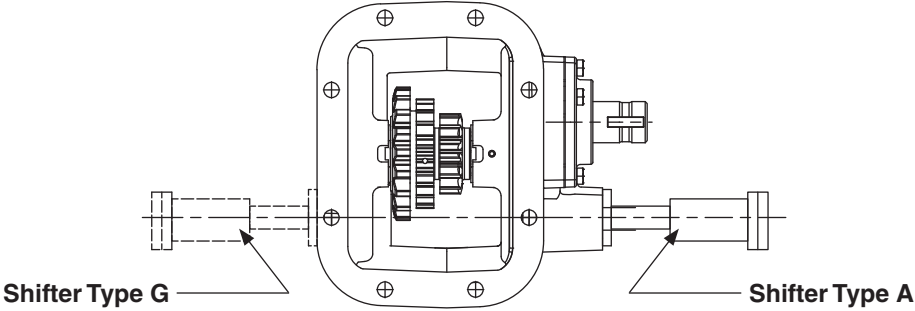


**Input Gear Chart**

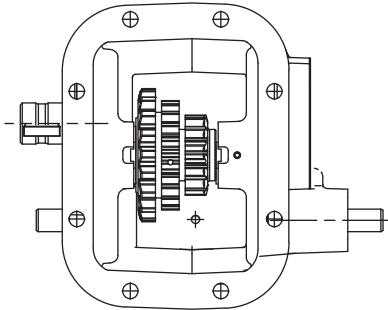
GEAR DESIGNATOR	INPUT GEAR	NO. TEETH A (32)	HELIX ANGLE	NO. TEETH B (32)	NO. TEETH C (32)
*348*FAB	5-P-579	19	Spur	21	14
348*FAH	5-P-581	23	Spur	21	14
*348*FAR	5-P-582	21	Left Hand	21	14
*348*FBG	5-P-580	23	Left Hand	21	14
348*FDA	5-P-634	23	Spur	21	14
*348*FDU	5-P-883	28	Left Hand	21	14
348**KIT	Assembled without Input Gear				

\* No longer a current option per Chelsea Suggested List Price.

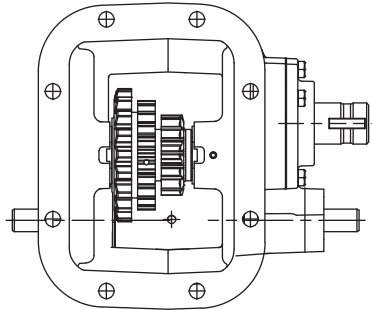
**Shift Type A or G  
Assembly 5 Shown**



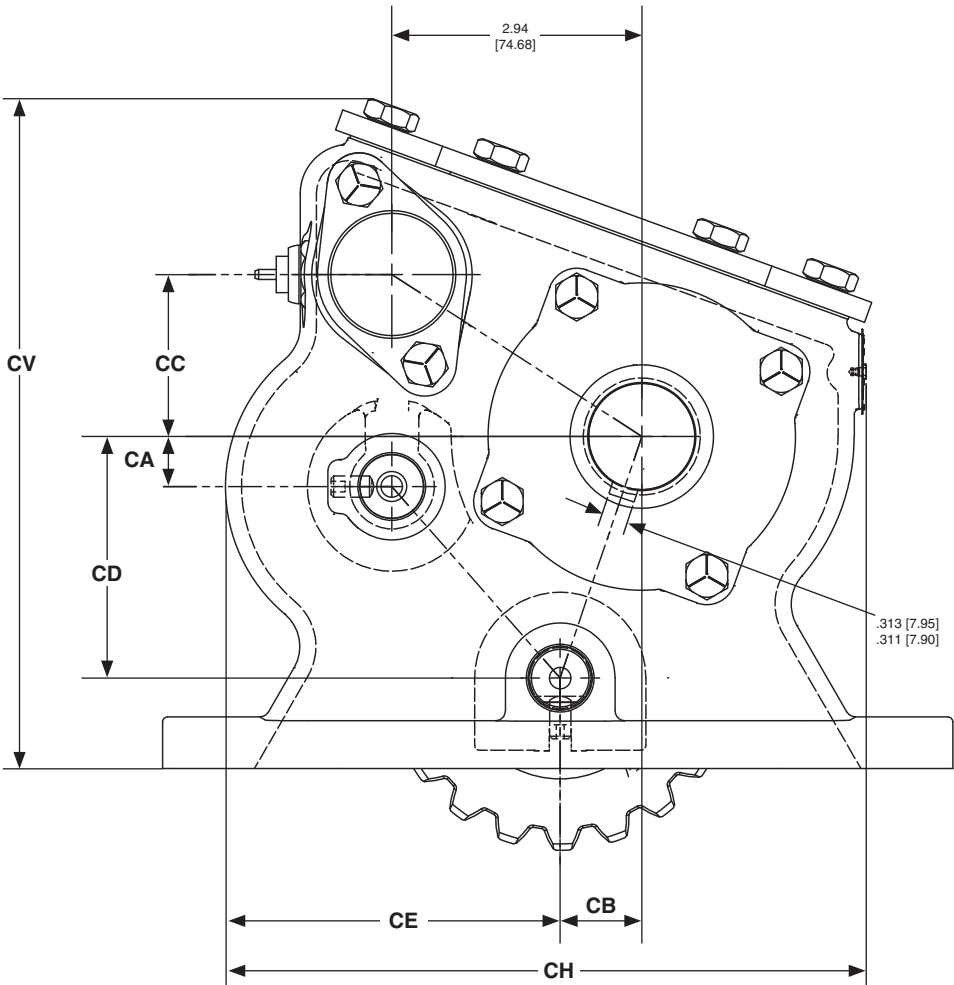
**4 Assembly**



**5 Assembly**

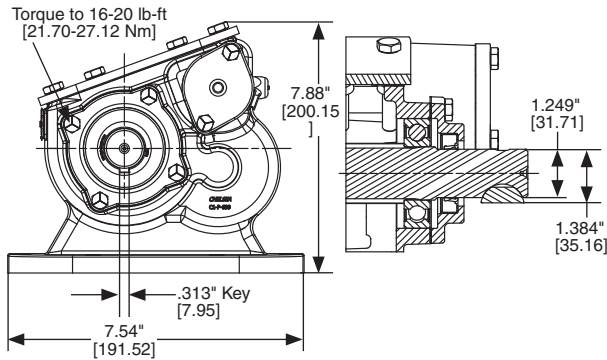


**PTO Housing & Shaft Dimensions**



PTO Series	CA	CB	CC	CD	CE	CH	CV
348	.59"	.96"	1.91"	2.84"	4.00"	7.60"	7.63"

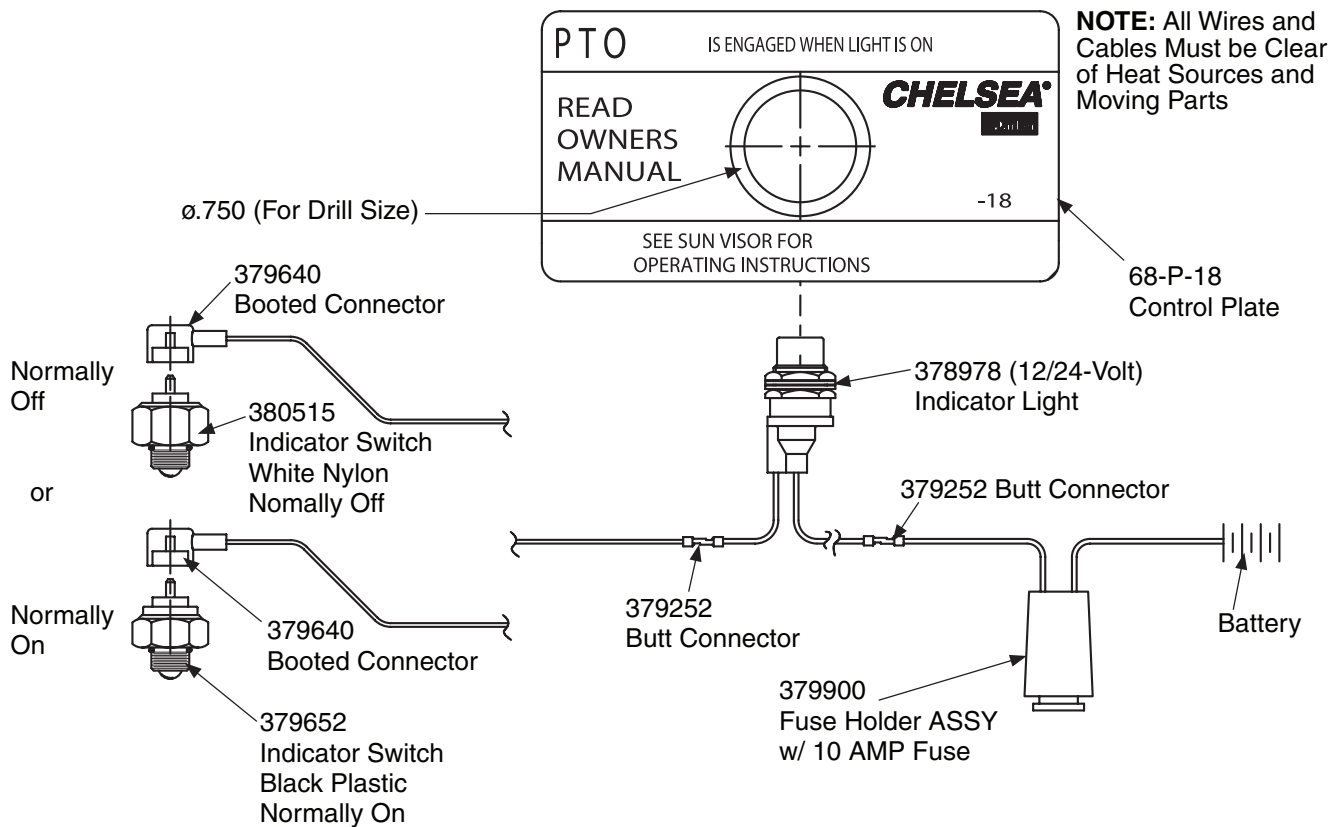
Bill of Materials - Driveline Output



XD Output Option Rd Standard Shaft (1-1/4" - 5/16" Key)		
Part Number	Description	Qty.
3-P-763	Output Shaft .....	1
22-P-71	Bearing Cap Gasket .....	1
28-P-224	Oil Seal (2.066" x 1.250" x .433") .....	1
21-P-641	Bearing Cap.....	1
378430-10	1/2" Hex Head Cap Screw (.312"-18 x 1.000") ....	4
500007-29	Woodruff Key .....	1

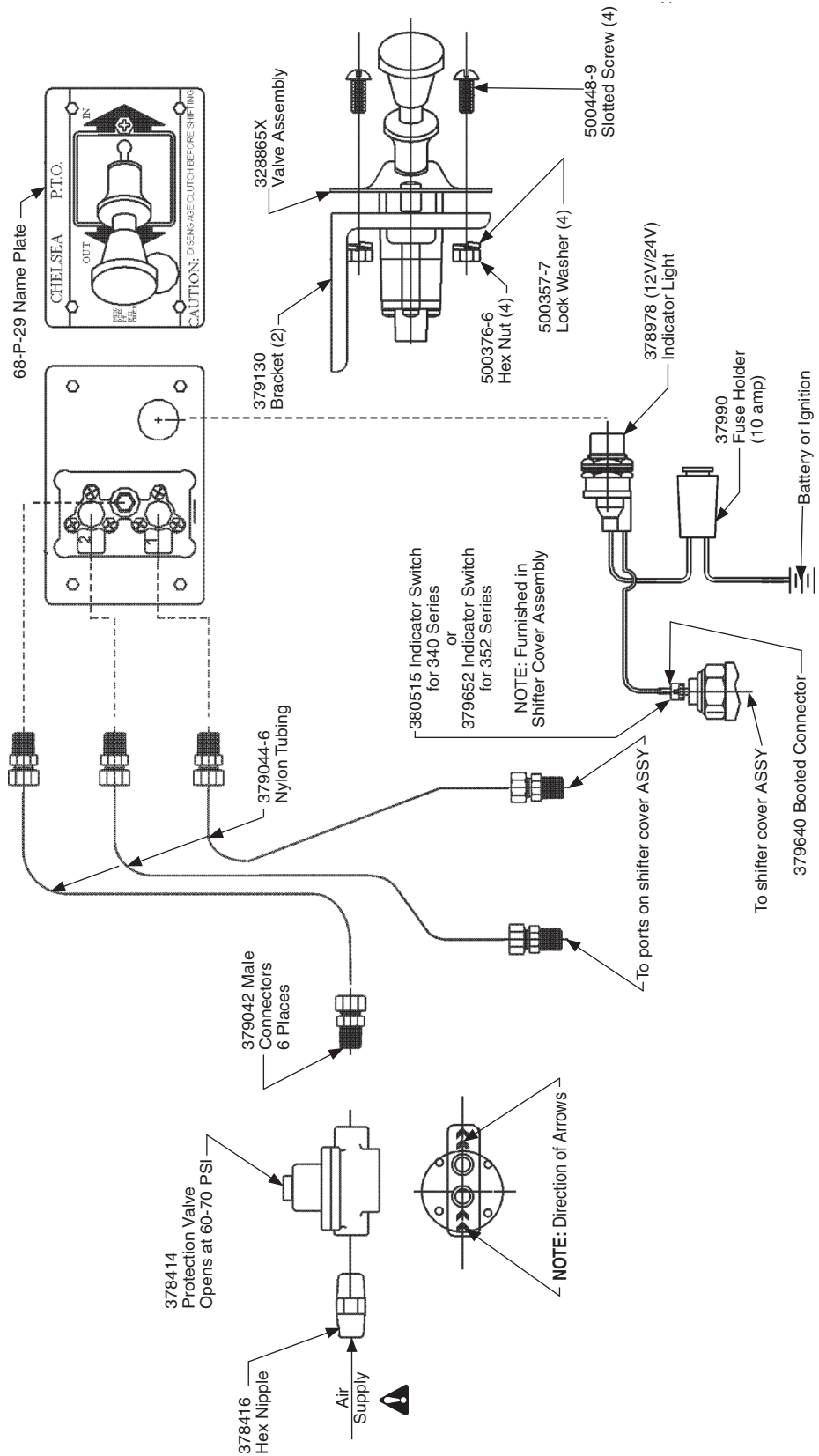
Indicator Light Installation & Dash Drilling Template

(SK-286 Rev H)



Shift Option A  
Air Shift

(SK-228 Rev H)



**WARNING:** Connect directly to air supply. Do not use tubing between air supply and pressure protection valve.

**CAUTION:** When installing nylon tubing avoid sharp angles, exhaust and manifold systems.

**NOTE:** Tube nut is reusable as long as nylon tubing is not removed from the tube nut.

**NOTE:** Template for control plate on [page 17](#).

Installation Kit: 328388-40X



Part Number	Description	Qty.	Part Number	Description	Qty.
<b>STUD KITS</b>			<b>INSTALLATION INSTRUCTION KITS</b>		
<b>328170-94X</b>	<b>Stud Kit (340X)</b>		<b>328948-6X</b>	<b>Gasket &amp; Installation Instructions (340 Series)</b>	
379744	Flange Nut (.375"-24) .....	6	328946X	Caution Label Kit .....	1
379423-13	Stud (.375"-16 x .375"-24 x 1.750") .....	6	35-P-9-1	Mounting Gasket (.010") .....	2
<b>328170-95X Standard Stud Kit (340S &amp; 340Z)</b>			35-P-9-2	Mounting Gasket (.020") .....	2
379423-12	Stud (1.625" x .375"-16 x .375"-24) .....	6	379085-1	PTO Instructions Decal .....	1
379744	Flange Nut (.375"-24) .....	6	379624	Product Warranty Card .....	1
<b>328170-209X Stud Kit (348X &amp; 348Z)</b>			Owners Manual	HY25-1135-M1/US .....	1
379423-12	Stud (1.625" x .375"-16 x .375"-24) .....	6	Safety Guide	HY25-1002-M1/US .....	1
379744	9/16" Hex Head Flange Nut (.375"-24) .....	6	<b>328948-8X Gasket &amp; Installation Instructions (348 Series)</b>		
<b>7170-72X Stud Kit - Metric (340G)</b>			328946X	Caution Label Kit .....	1
379428-14	Metric Stud (.375"-24" x M10-1.500 x 1.750") .....	6	35-P-15-1	Housing Gasket (.010") .....	2
379744	Flange Nut (.375"-24) .....	6	35-P-15-2	Housing Gasket (.020") .....	2
<b>7170-120X Stud Kit - Metric (348G)</b>			379085-1	PTO Instructions Decal .....	1
379428-14	Metric Stud (.375"-24" x M10-1.500 x 1.750") .....	6	379624	Product Warranty Card .....	1
379744	Hex Head Flange Nut (.375"-24) .....	6	Owners Manual	HY25-1135-M1/US .....	1
			Safety Guide	HY25-1002-M1/US .....	1

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

Part Number	Description	Qty.	Part Number	Description	Qty.
<b>INSTALLATION KITS</b>			<b>SERVICE KITS</b>		
<b>328388-40X</b>	<b>Air Shift Installation Kit (A, G Shift) (All Series)</b>		<b>328390-92X</b>	<b>Air Shift Conversion Kit (A or G) (All Series)</b>	
328865X	Shifter Control Valve .....	1	328388-40X	Air Shift Kit .....	1
378414	Pressure Protection Valve .....	1	328819X	Air Shift ASSY .....	1
379044-6	Nylon Tubing (Black) .....	1	35-P-14	Gasket .....	1
328388-45X	Air Shift Kit .....	1	378430-9	Hex Cap Screw (.312"-18 x .875") .....	2
379130	Air Shifter Support Bracket .....	2	Owners Manual	HY25-1135-M1/US .....	1
68-P-29	Name Plate .....	1			
379640	Electrical Booted Connector .....	1			
<b>328751-1X</b>	<b>Installation Kit (C, H, W, X, Y) (All Series)</b>		<b>328390-153X</b>	<b>Conversion Kit (V Shift) (All Series)</b>	
378978	12V Indicator Light .....	1	379640	Electical Booted Connector .....	1
379252	Speed Limiter Electrical Butt Connector .....	2	378414	Pressure Protection Valve .....	1
68-P-18	Name Plate .....	1	378430-9	Hex Cap Screw (.312"-18 x .875") .....	2
379640	Booted Electrical Connector .....	1	328819X	Air Shift ASSY .....	1
379900	Fuse Holder .....	1	35-P-14	Gasket .....	1
			Owners Manual	HY25-1135-M1/US .....	1
			<b>328594-30X</b>	<b>Bearing &amp; Idler Shaft Kit (348 Series)</b>	
			31-P-80	Thrust Washer (.770" x 1.750" x .061") .....	2
			28-P-191	O-ring (.540") .....	1
			378452-7	Set Screw .....	1
			550890	Needle Bearing ASSY (.750" x 1.000" x 1.000") .....	2
			14-P-32	Spacer (.770" x .925" x .384") .....	1
			9-P-102	Idler Shaft (.750") .....	1
			<b>328969X</b>	<b>Bearing &amp; Idler Shaft Kit (340 Series)</b>	
			14-P-32	Spacer (.770" x .925" x .384") .....	1
			31-P-80	Thrust Washer (.770" x 1.750" x .061") .....	2
			550890	Needle Roller Bearing ASSY (.750" x 1.000" x 1.000") .....	2
			9-P-60	Idler Shaft (.750") .....	1
			500597-18	Roll Pin (.188" x 1.500") .....	2

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](http://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,**

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## Offer of Sale Continued

**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, 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

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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 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. Invalidity 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



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