

Chelsea PTO 852 Parts Manual

Pro Gear Chelsea 852 Series PTO parts manual to assist in identifying the parts for your Chelsea Power Take Off unit.

If you need any assistance identifying the correct Power Take Off unit for your truck and equipment, contact your Chelsea replacement part specialists at Pro Gear and Transmission.

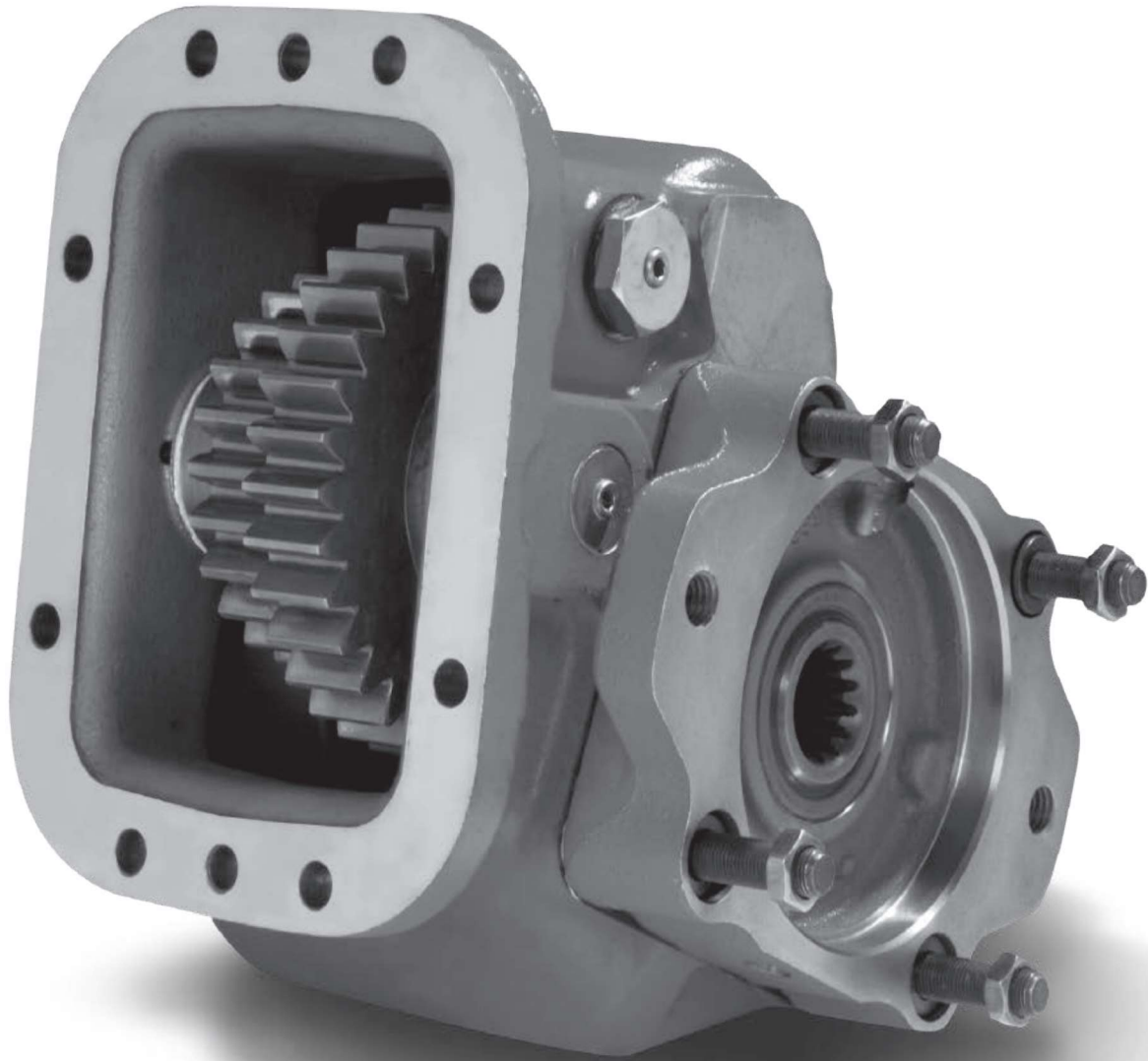
Pro Gear stocks every part for your Parker Chelsea PTO including: PTO housings, mounts, driveshafts, gears, bearings, gaskets, cable shift cover assembly, post and plate assembly, brackets, stud kits, seal kits, lever control assembly, air shift cover assembly, direct mount pump conversion kits, stud kits including English and metric references, CAT D&H parts and much more.

Pro Gear Transmission has same day shipping and 1000's of products in stock and ready to ship internationally for your next project.

For parts or service contact the Chelsea specialists at Pro Gear & Transmission, Inc.

1 (877) 776-4600
(407) 872-1901
parts@eprogear.com

Effective: November 15, 2018
Supersedes: HY25-2852-M1/US April 1, 2017



Power Take-Off Parts List

852 Series



ENGINEERING YOUR SUCCESS.



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.

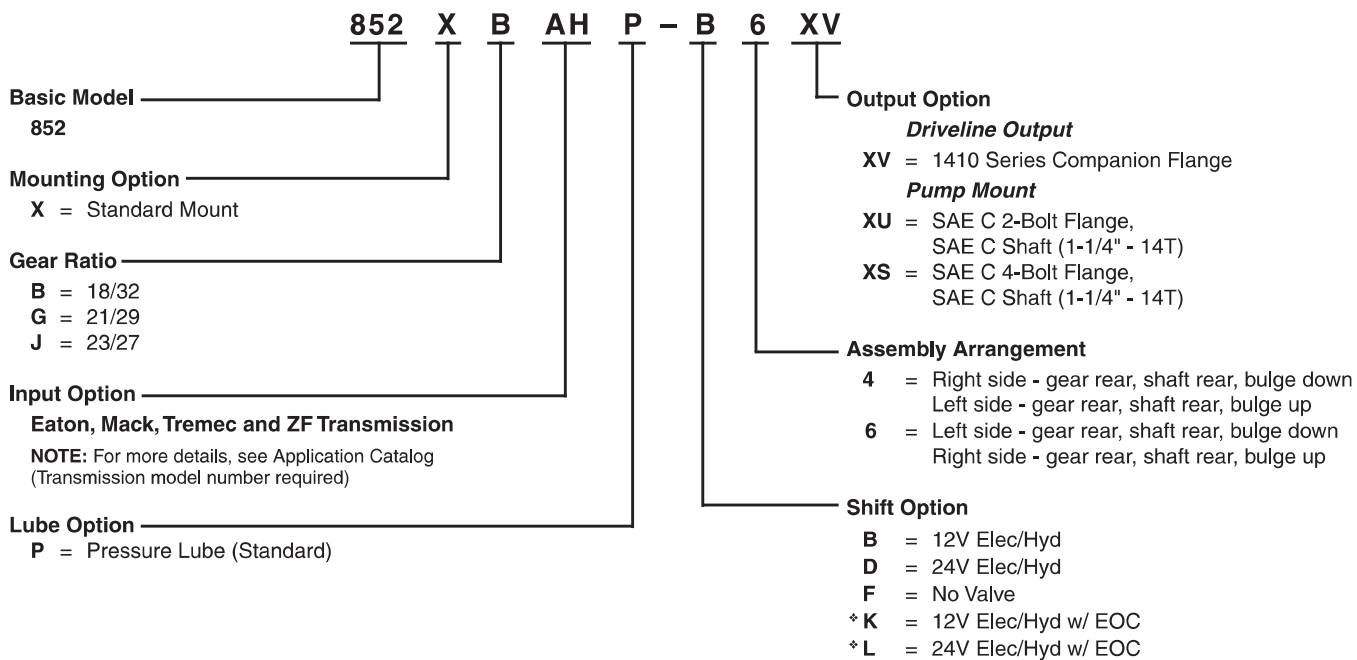
Offer of Sale

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".

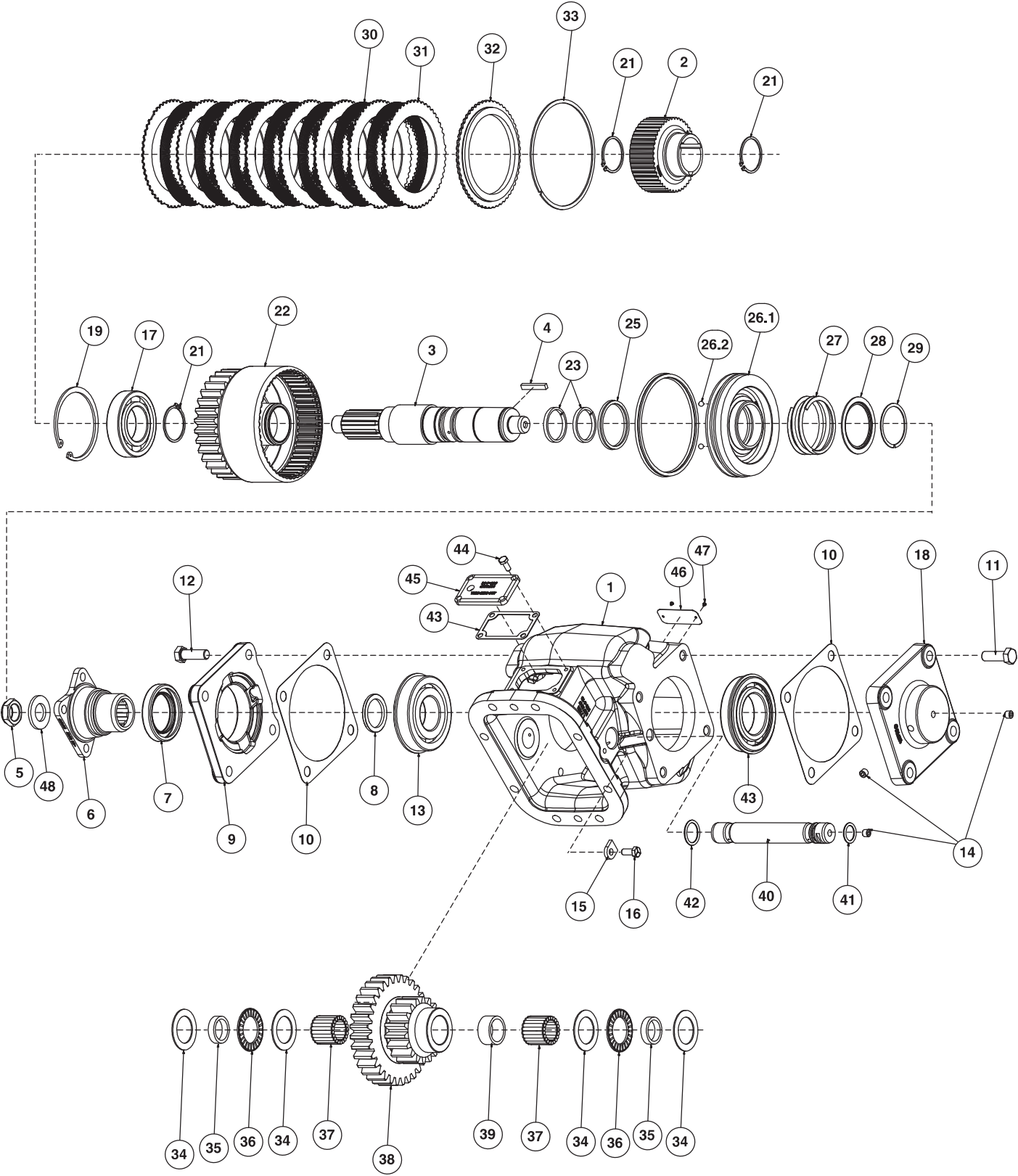
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Model Number Designator



*No longer a current option per 2018 Chelsea Suggested List Price.



Bill of Materials**Parts List
852 Series**

Item	Part Number	Description	Qty.
1	1-P-452	Housing (4 Arrangement)	1
	1-P-451	Housing (6 Arrangement)	1
2	2-P-557	Inner Clutch Gear	1
3	3-P-756	Output Shaft (XV Output)	1
4	379099	Drive Key (.250 x .187 x 1.493)	1
5	380486	Stop Nut, Nylon Lock - Thin 1-1/4" Hex Head (.875"-14) (XV Output).....	1
6	380503	1410 Series Companion Flange (XV Output)	1
7	28-P-211	Oil Seal (3.001" x 2.00" x .375") (XV Output)	1
8	4-P-76	Spacer (XV Output)	1
9	21-P-75	Bearing Cap (XV Output).....	1
10	22-P-25-2	Bearing Cover Gasket	2
11	378433-14	3/4" Hex Head Capscrew (.500"-13 x 1.500")	4
12	378433-14	3/4" Hex Head Capscrew (.500"-13 x 1.500") (XV Output)	4
13	550055	Ball Bearing (1.771" x 3.937" x .984")	1
14	379231	1/8" NPT Plug	3
15	27-P-9	Lock Plate.....	2
16	378430-8	1/2" Hex Head Capscrew (.312"-18 x .750").....	2
17	550038	Ball Bearing (1.772" x 3.346" x .748")	1
18	328835X	Bearing Cap & Seal Sub-Assembly	1
18.1	21-P-377	Bearing Cap.....	1
18.2	28-P-119	Oil Seal (1.379" x .875" x .250")	1
18.3	378811	Back-up Plate	1
18.4	378849	Lockring	1
19	378263	Lockring	1
20	550749	Ball Bearing (2.1654" x 3.9370" x .8268")	1
21	378477	Lockring – External (XV Output).....	3
22	See Chart Page 5	Spider Gear Assembly.....	1
23	379328	Piston Ring	2
24	28-P-63	Block Vee Ring (2.501" x 2.125" x .188").....	2
25	28-P-64	Block Vee Ring (5.250" x 4.750" x .250").....	1
26	328114X	Piston Assembly (Includes Piston and 2 Balls)	1
26.1	66-P-3	Piston.....	1
26.2	500566-7	Ball (.25").....	2
27	37-P-24	Spring (2.531" x 2.13")	1
28	378426	Spring Retainer.....	1
29	378427	Lockring	1
30	378254	Friction Disc	7
31	379776	Clutch Plate	8
32	378337	Opposing Clutch Disc Stop.....	1
33	378266	Lockring	1
34	31-P-90	Thrust Washer (1.382" x 2.042" x .062")	4
35	14-P-48	Spacer (1.080" x 1.375" x .339")	2

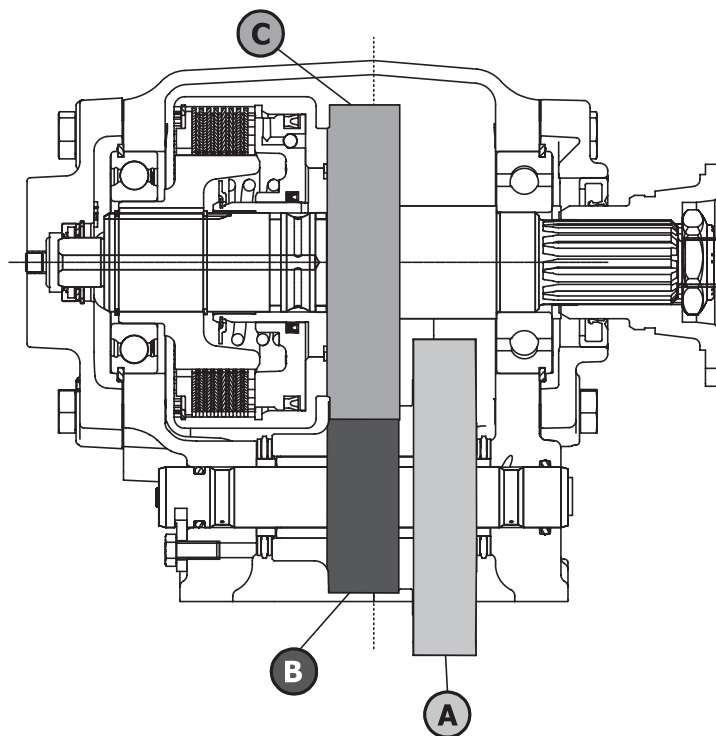
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Bill of Materials**Parts List
852 Series**

Item	Part Number	Description	Qty.
36	378769	Thrust Bearing (1.375" x 2.000" x .125")	2
37	378389	Needle Roller Bearing	42
38	See Chart Page 5	Input Cluster Gear	1
39	14-P-27	Spacer (1.156" x 1.442" x .687")	1
40	9-P-37	Idler Shaft (1.07")	1
41	28-P-240	O-Ring (.796" x .139")	1
42	28-P-239	O-Ring (1.046" x .139")	1
43	35-P-93	Gasket Cover Plate.....	1
44	378429-6	7/16" Hex Head Capscrew (.250" x 20" x .625").....	4
45	34-P-136	Cover Plate.....	1
46	68-P-51	Name Plate.....	1
47	378422	Drive Screw	2
48	380076-13	Flat Hardened Washer (.950" x 1.762" x .157")	1
		See page 13 for Bill of Materials for the below loose parts.	
		SERVICE KITS	
	328356-11X	Gasket & Seal Kit	1
	328368-2X	Needle Bearing Kit (Includes Spacers).....	1
		STUD KITS	
	328170-8X	Mounting Stud Kit	1
		INSTALLATION KITS	
	328715X	12V Electric Shift Installation Kit (B Shift).....	1
	328749X	24V Electric Shift Installation Kit (D Shift).....	1
	328948-17X	Gasket & Installation Instructions	1
		LOOSE PARTS	
	328075X	Pressure Lube Hose Assembly	1

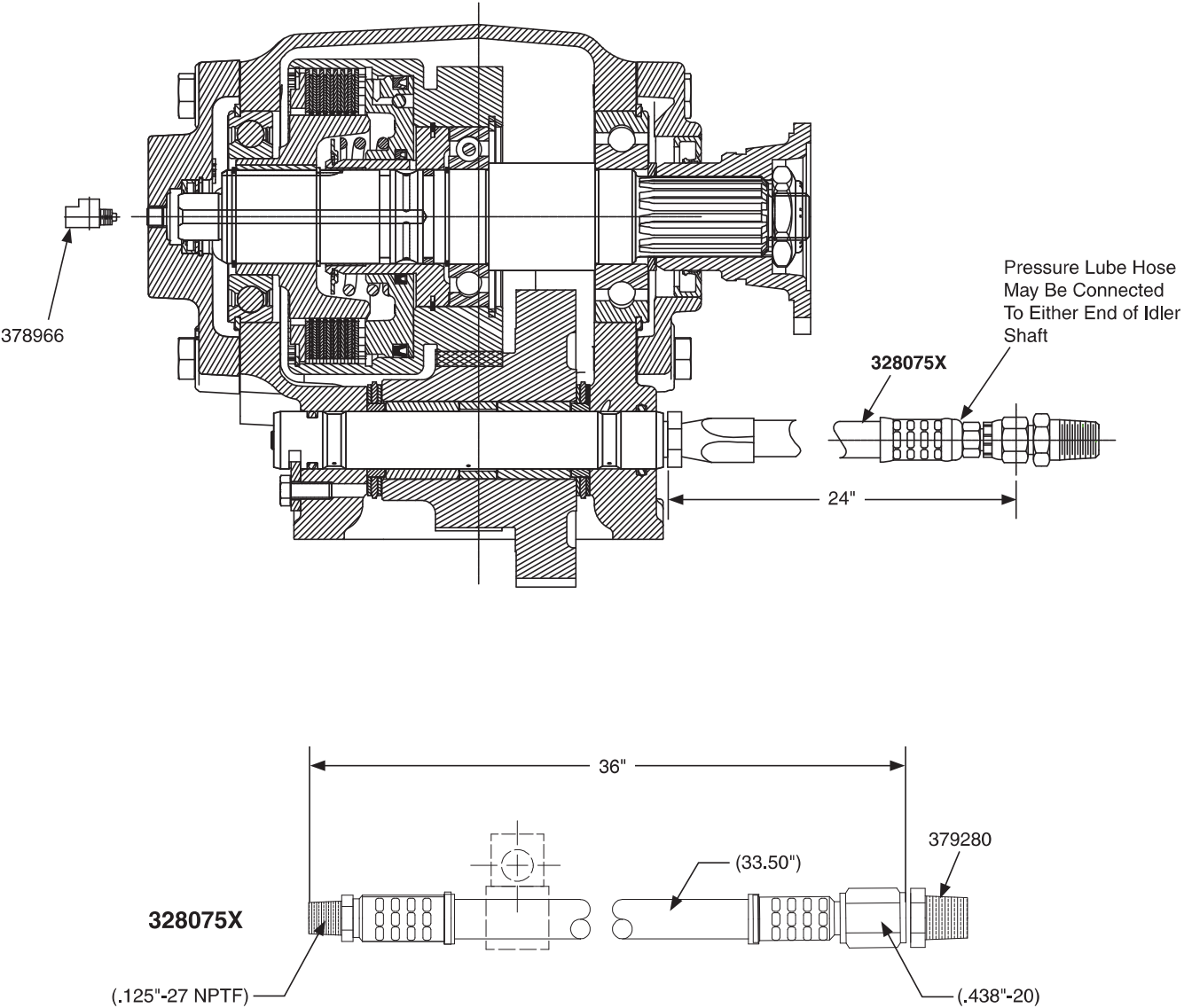
Gear Chart

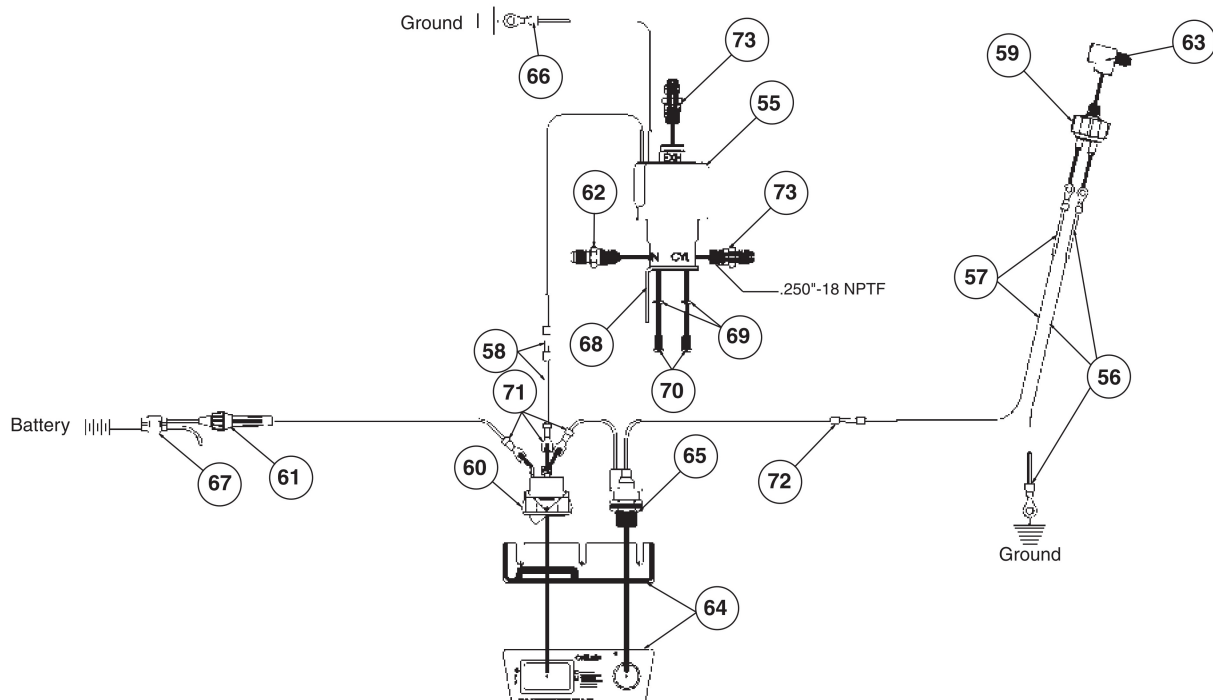


GEAR DESIGNATOR	INPUT GEAR			RATIO GEAR	OUTPUT SPIDER GEAR		
	INPUT GEAR	NO. TEETH (A) (37)	HELIX ANGLE	NO. TEETH (B)	OUTPUT GEAR	NO. TEETH (C)	ASSEMBLY NO. (22)
852*BAH	5-P-375	32	Spur	18	2-P-265	32	328115X
852*BAK	5-P-296	32	Spur	18	2-P-265	32	328115X
852*GAK	5-P-297	32	Spur	21	2-P-266	29	328112X
852*JAK	5-P-295	32	Spur	23	2-P-264	27	328116X

Part Number	Description	Qty.
328112X	Spider Gear Ass'y.....	1
2-P-266	Spider Gear	1
378267	Retaining Ring	1
328113X	Spider Gear Hub Ass'y	1
328115X	Spider Gear Ass'y.....	1
2-P-265	Spider Gear	1
378267	Retaining Ring	1
328113X	Spider Gear Hub Ass'y	1
328116X	Spider Gear Ass'y.....	1
2-P-264	Spider Gear	1
378267	Retaining Ring	1
328113X	Spider Gear Hub Ass'y	1

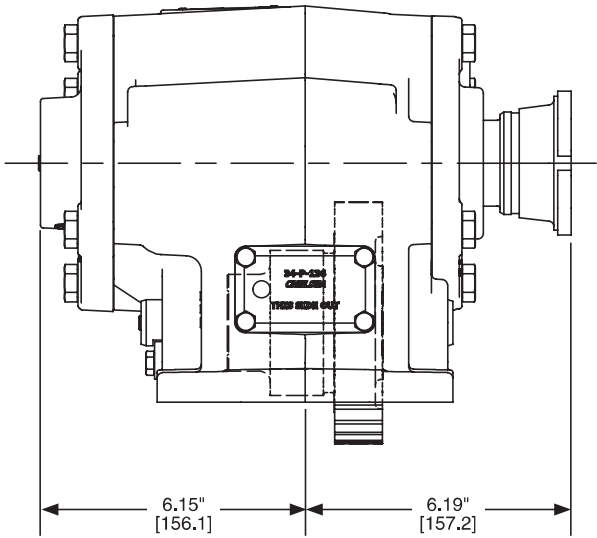
Pressure Lube



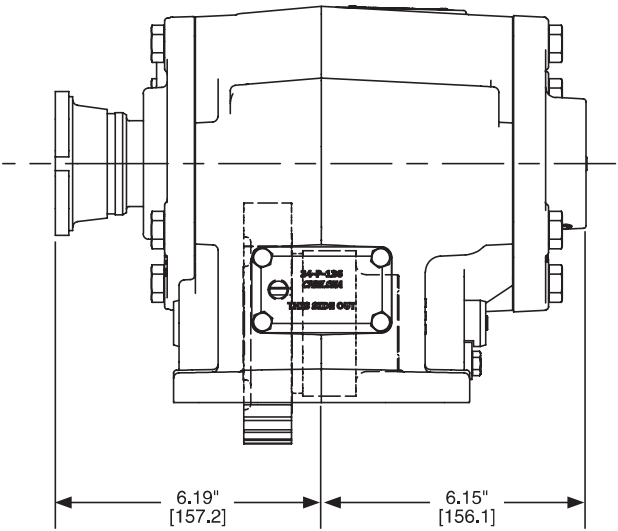


Item	Part Number	Description	Qty.
	328715X	Shift Installation Kit, 12V (Includes Items 55 thru 73).....	1
	328749X	Shift Installation Kit, 24V (Includes Items 55 thru 73).....	1
55	379193-1	Solenoid Valve, 12V for 328715X Kit	1
	379193-2	Solenoid Valve, 24V for 328749X Kit	1
56	379254-14	Black Wire with Two Ring Connectors	1
57	379254-13	Blue Wire with One Ring Connector	1
58	379254-3	Green Wire with One Butt Connector	1
	328963X	Parts Bag, 12V Kit (328715X) (Includes Items 59 thru 73).....	1
	328964X	Parts Bag, 24V Kit (328749X) (Includes Items 59 thru 73).....	1
59	379547	Pressure Switch.....	1
60	378881	Rocker Switch.....	1
61	378884	Fuse Holder, 9 AMP	1
62	379449	Screened Adaptor (.125"-18 NPT)	1
63	378966	Screened Street Tee	1
64	379336	Bracket.....	1
65	378978	Indicator Light, 12V (Kits 328963X & 328715X).....	1
	379005	Indicator Light, 24V (Kits 328964X & 328749X).....	1
66	379253	Ring Connector.....	2
N.S.	379061	Wire Ties.....	6
67	379257	Splice Connector	1
68	379258	Solenoid Mounting Bracket.....	1
69	500357-7	Lock Washer.....	2
70	500457-6	Mounting Screw (.190"-32 x .438").....	2
71	379306	Fork Connector.....	3
72	379252	Butt Connector.....	1
73	379280	Adaptor Fitting	2

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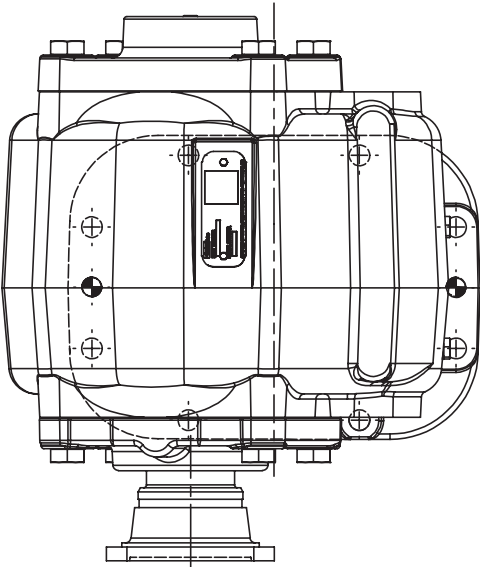
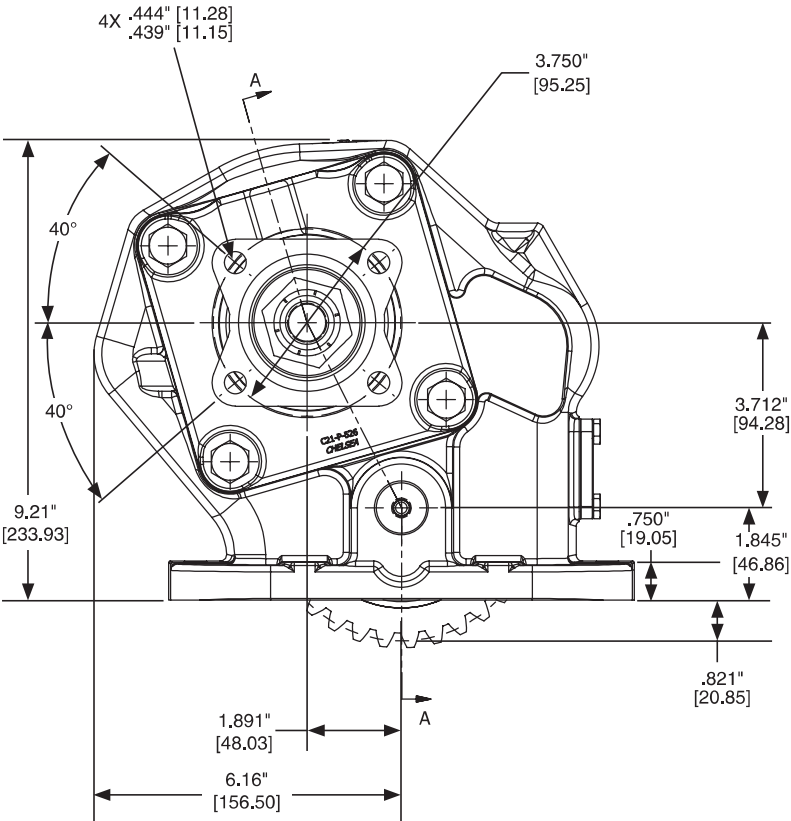


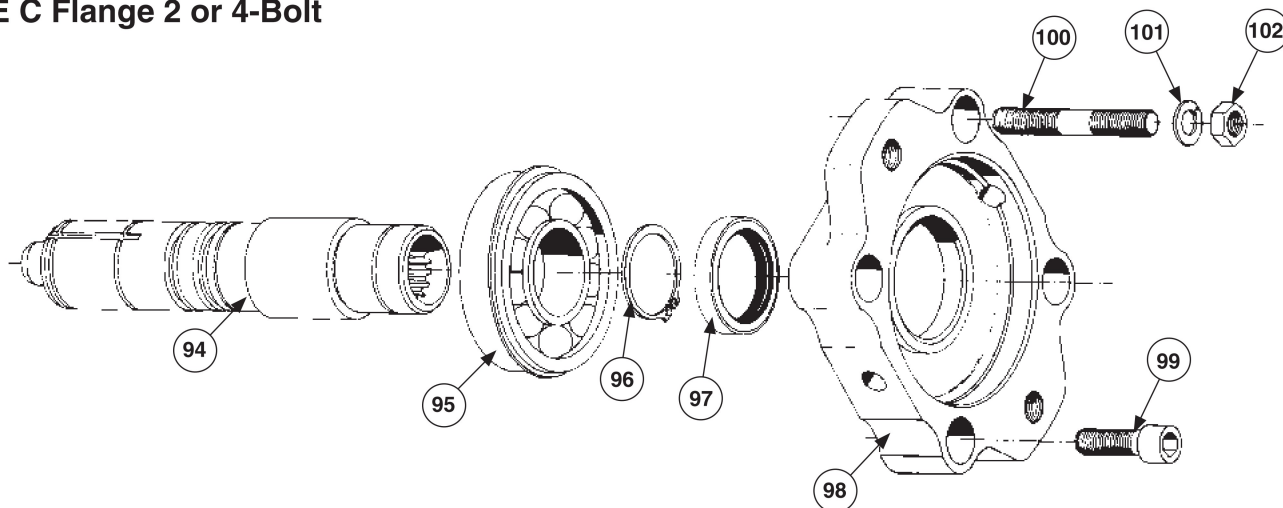
Assembly 4



Assembly 6

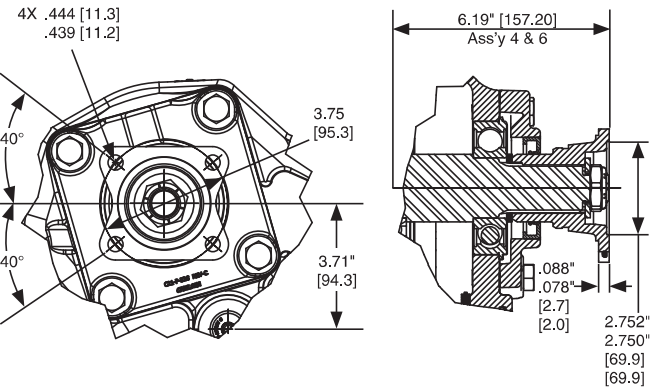
Housing Dimensions



**Pump Flange Assembly XS & XU
SAE C Flange 2 or 4-Bolt**

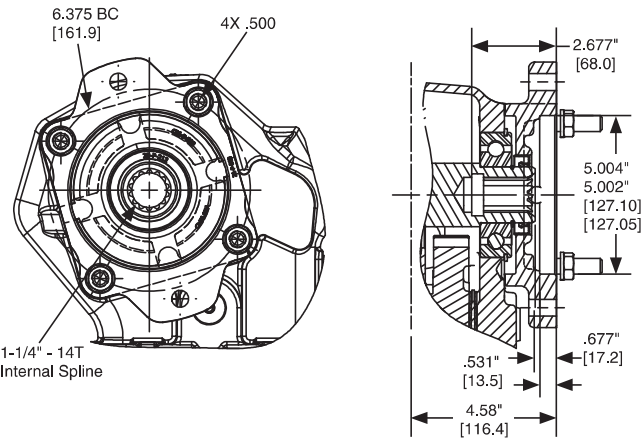
Item	Part Number	Description	Qty.
94	3-P-758	Output Shaft (1-1/4"-14T) (Assembly XS & XY)	1
95	550055	Bearing (Assembly XS & XY)	1
96	378477	Lockring (Assembly XS & XU)	1
97	28-P-212	Oil Seal (Assembly XS & XU)	1
98	21-P-383	Pump Flange, 4 & 6 Arrangement (Assembly XS & XU)	1
99	378450-8	3/8" Socket Head Capscrew (.500"-13 x 1.50") (2-Bolt Assembly XU Only)	4
100	379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750") Self Locking, (4-Bolt Assembly XS Only)	4
101	500356-13	Lock Washer (.50" Dia.) (Assembly XS Only)	4
102	500381-5	3/4" Hex Jam Nut (.500"-20) (Assembly XS Only)	4

Bill of Materials - Driveline Output

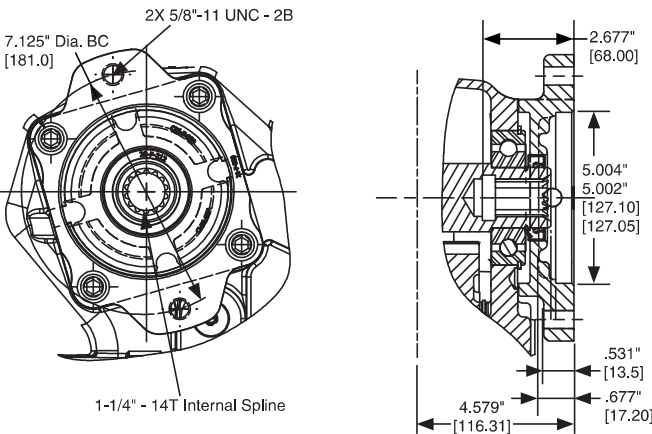


XV Output Option 1410 Series Companion Flange		
Part Number	Description	Qty.
3-P-756	Output Shaft	1
380486	Stop Nut - Nylon Lock - Thin (.875-14)	1
380503	1410 Series Companion Flange	1
28-P-211	Oil Seal (3.001" x 2.000" x .375")	1
4-P-76	Spacer	1
21-P-75	Bearing Cap.....	1
378433-14	Hex Head Capscrew (.500"-13 x 1.500").....	4
378477	Lockring – External.....	3
380076-13	Flat Hardened Washer (.950" x 1.762" x .157").....	1

Bill of Materials - Pump Mount



XS Output Option SAE C 4-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
21-P-383	Pump Flange, 4 & 6 Arrangement	1
3-P-758	Output Shaft, 1-1/4"-14T 4 & 6 Arrangement	1
500356-13	Lock Washer (.500" Dia.).....	4
500381-5	3/4" Hex Nut (.500"-20).....	4
379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750").....	4
28-P-212	Oil Seal (2.506" x 1.750" x .315")	1
378477	Lockring – External.....	1



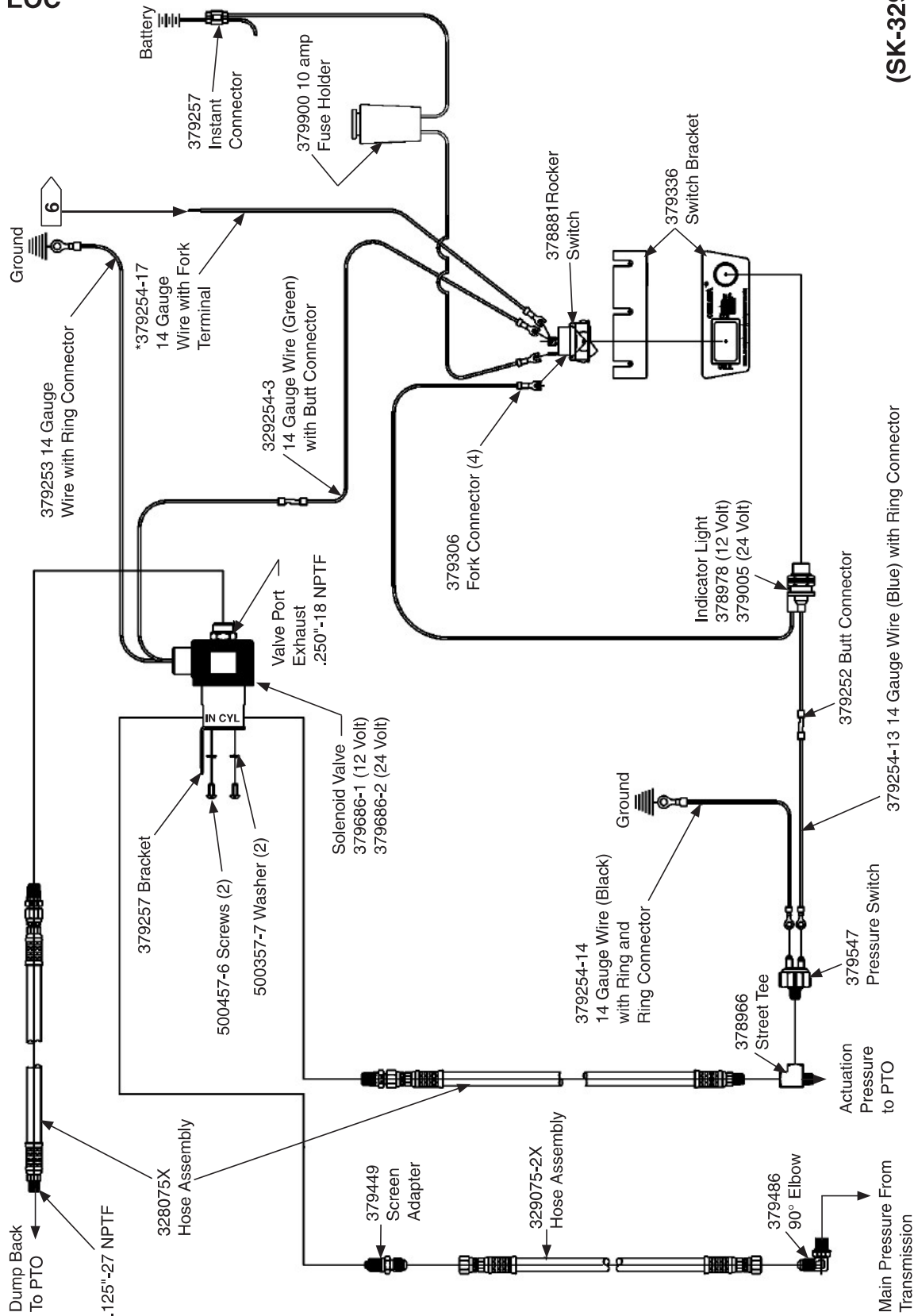
XU Output Option SAE C 2-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
21-P-383	Pump Flange, 4 & 6 Arrangement	1
3-P-758	Output Shaft, 1-1/4"-14T 4 & 6 Arrangement	1
378450-8	3/8" Hex Head Capscrew (.500"-13 x 1.500").....	4
39-P-136	Cover Plate	1
378477	Lockring – External.....	1
28-P-212	Oil Seal (2.506" x 1.750" x .315")	1
379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750").....	4
500356-13	Lock Washer (.575" x .319" x .056")	4
500381-5	3/4" Hex Nut (.500"-20).....	4

Transmission Models M & S 5000, M & S 6000,
OFS, CLT, HT and CLBT Series
Shift Option B (12V), D (24V)
Elec/Hyd w/o EOC
852 Series

(SK-329 Rev M)

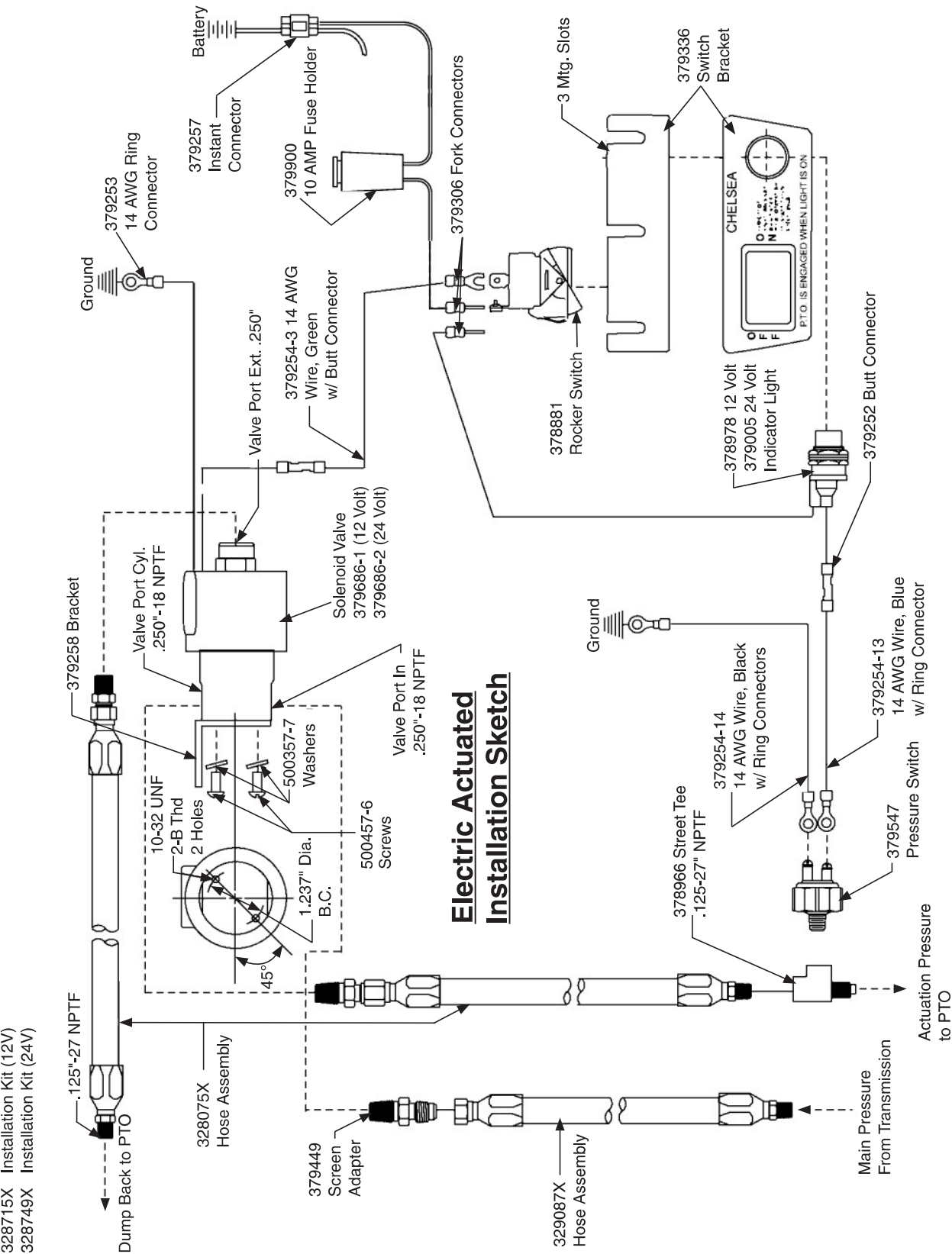
6 To maintain proper hydraulic pressure to PTO clutch, connect Chelsea specified wire to Allison "PTO Request" circuit wire/pin within transmission TCM. Location of PTO Request wire/pin is dependant on Transmission Location Code. For assistance, contact your local Allison representative or contact Allison Technical Assistance at 1-800-252-5283.

- 328715X Hydraulic Shift Installation Kit 12V
- 328749X Hydraulic Shift Installation Kit 24V
- 329365X Hose Kit (Must order separately)
- 329336-1X J1-6 Feed Back Kit



Allison Transmission Models AT, MT, WT, CLBT Series
Shift Option B (12V), D (24V)
Elec/Hyd w/o EOC

(SK-225 Rev L)



Transmission	Voltage	Solenoid Valve	Color Code
300 PSI	12 V	379686-1	Green
300 PSI	24 V	379686-2	Brown

Part Number	Description	Qty.	Part Number	Description	Qty.
SERVICE KITS			STUD KITS		
328356-11X	Gasket & Seal Kit		328170-8X	PTO Stud Mounting Kit	
22-P-25-2	Gasket, Bearing Cover	2	378054	Dowel Pin (.438" x 1.000").....	2
28-P-211	Oil Seal (3.001" x 2.00" x .375")	1	379424-21	Mounting Stud	
28-P-212	Oil Seal (2.506" x 1.750" x .315")	1		(.438"-14 x .438"-20 x 2.250")	8
28-P-239	O-Ring (1.046" x .139")	1	379794	11/16" Hex Head Flange Nut (.438"-20).....	8
28-P-240	O-Ring (.796" x .139")	1	Continued on Next Page		
28-P-63	Ring, Block Vee	1			
28-P-64	Ring, Block Vee	1			
35-P-15-1	Mounting Gasket (.010")	1			
35-P-15-2	Mounting Gasket (.020").....	1			
379328	Rings, Piston	2			
28-P-119	Oil Seal (1.379" x .875" x .250")	1			
35-P-93	Gasket	1			
328368-2X	Needle Bearing Kit				
14-P-27	Spacer (1.156" x 1.442" x .687")	1			
14-P-48	Spacer (1.080" x 1.375" x .339")	2			
378389	Needle Bearings	42			

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

Part Number	Description	Qty.
INSTALLATION KITS		
328715X	12V Electric Shift Installation Kit (B Shift)	
328963X	Parts Bag.....	1
379254-13	Blue Wire with One Ring Connector.....	2
379254-14	Black Wire with Ring Connector	2
379254-3	Green Wire with One Butt Connector	1
379686-1	12V Solenoid Valve.....	1
328749X	24V Electric Shift Installation Kit (D Shift)	
328964X	Parts Bag.....	1
379254-13	Blue Wire with One Ring Connector.....	2
379254-14	Black Wire with Ring Connector	2
379254-3	Green Wire with One Butt Connector	1
379686-2	24V Solenoid Valve.....	1
328948-17X	Gasket & Installation Kit	
328946X	Caution Label Kit.....	1
35-P-15-1	Mounting Gasket (.010").....	2
35-P-15-2	Mounting Gasket (.020").....	2
379085-2	Instructions Label	1
379624	Product Warranty Card	1
Owner's Manual	HY25-1240-M1/US	1
Safety Guide	HY25-1002-M1/US	1

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

Parker Hannifin Corporation – Chelsea Division

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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 COMPRISE 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) appointments 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



Parker Hannifin Corporation
Chelsea Products Division
8225 Hacks Cross Road
Olive Branch, Mississippi 38654 USA
www.parker.com/chelsea