

Chelsea PTO 267 Parts Manual

Pro Gear Chelsea 267 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



CHELSEAParts List

267 Series

Effective: October 15, 2013 Supersedes: HY25-2267-M1/US

Dated September 15, 2012

Bulletin HY25-2267-M1/US







/! WARNING — User Responsibility

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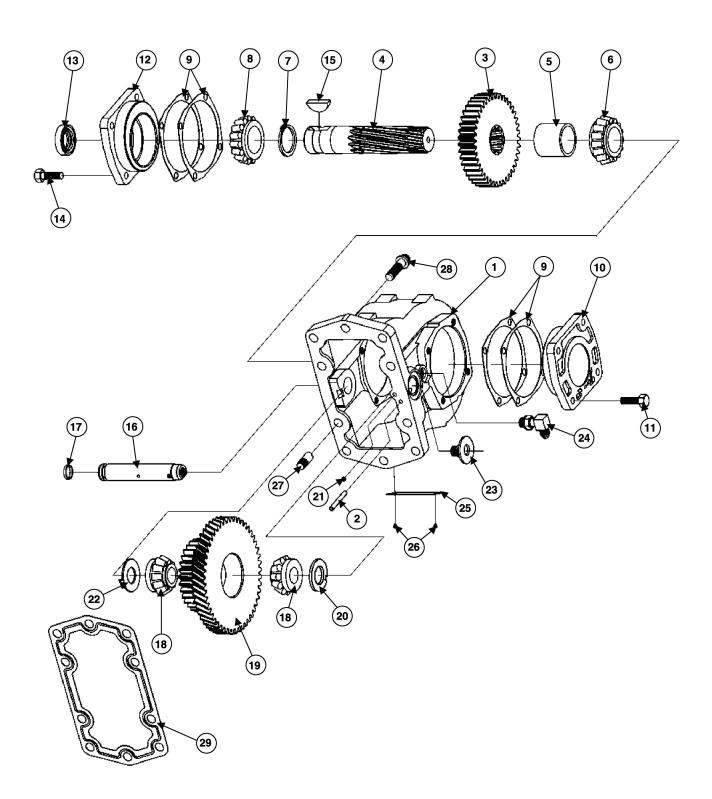
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Bill of Materials

Item	Part Number	Description	Qty.
1	1-P-584X	Housing with Roll Pin	1
2	500597-16	Slotted Roll Pin, Shipped with Housing	
3	See Chart Page 3	Output Gear	1
4	3-P-202	Output Shaft, Standard 1.25" Round .312" Keyway ("XD")	
	See Chart Page 5	Output Shaft, Pump Mount	
5	4-P-157	Spacer, Drive Shaft	
6	550532	Bearing Cone, Closed End	
7	378391	Lockring	
8	550397	Bearing Cone, Open End	
9	22-P-127-1	Bearing Cap Gasket, .010"	
	22-P-127-2	Bearing Cap Gasket, .020"	A.R.
	22-P-127-3	Bearing Cap Gasket, .015"	A.R.
10	328274X	Bearing Cap Assembly, Closed End ("XD")	1
11	378430-10	Hex Capscrew (.312" - 18 x 1.00"), Closed End	
12	328273X	Bearing Cap Assembly, Open End, Standard Output ("XD")	
12			
40	See Chart Page 5	Bearing Cap Assembly, Open End, Pump Mount	
13	28-P-216	Oil Seal, Standard Output	
	See Chart Page 5	Oil Seal, Pump Mount	
14	378430-10	Hex Capscrew (.312" - 18 x 1.00"), Open End ("XD")	
15	500007-29	Woodruff Key, "XD" Output	
	379111	Square Key, "XX" Option	1
16	9-P-91	Idler Shaft, Pressure Lube	1
17	28-P-191	O-Ring	
18	550439	Bearing Cone	
19	See Chart Page 3	Input Gear	
20	14-P-73-1	Tab Spacer, Input Gear (.150")	
20	14-P-73-1		
		Tab Spacer, Input Gear (.153")	
	14-P-73-3	Tab Spacer, Input Gear (.156")	
	14-P-73-4	Tab Spacer, Input Gear (.159")	
	14-P-73-5	Tab Spacer, Input Gear (.152")	A.R.
21	378108	Steel Ball	1
22	31-P-102	Tab Washer, Thrust	1
23	379672	NWD Plug	
24	379486	90° O-Ring Boss Connector ("P" Lube Option)	
	379556	O-Ring Run Tee ("W" Lube Option)	
25	68-P-2	Name Plate	
26	378422	Drive Screw	
20	070422	Bive ediev	
		PARTS SHIPPED LOOSE	
	7170-86X	Mounting Kit, ("FJ" Input Gear) Includes items 24, 27 & 28	
27	379451	Pilot Screw (M10 - 1.50" x .984")	2
28	379453-10	10 Bolt, Ferry Capscrew (M10 - 1.50" x 1.378")	8
	7170-117X	Mounting Kit, ("KV" Input Gear)	1
	329130-7X	Hose Assembly "W" Lube Option "AK" Only	1 or
	329057-2X	Hose Assembly "W" Lube "AF" & "RY" Only, (Idler Tee to Bearing Cap)	
	328948-9X	Gasket & Installation Kit	1
29	35-P-74	Mounting Gasket	
		SERVICE KITS	
	220227 4V		
	329337-1X	Bearing and Spacer Kit	
	329337-2X	Gasket and Seal Kit	
	329337-3X	Conversion Kit 266-267 Series	

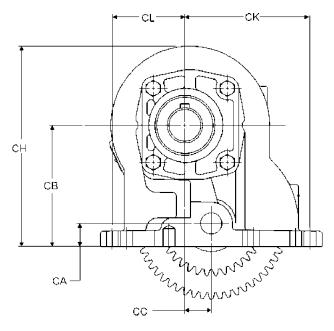
A.R. — As Required

Gear Chart & Dimensions

Input & Output Gear Chart

Model	Input Gear	Helix Angle	No .Teeth	No. Teeth	Output Gear	No.
Number	Part Number		Lg. Cluster	Sm. Cluster	Part Number	Teeth
267*BFJ	5-P-912	Right Hand	50	25	2-P-711	47
267*DFJ	5-P-913	Right Hand	50	28	2-P-712	44
267*GFJ	5-P-914	Right Hand	50	31	2-P-702	41
267*MFJ	5-P-915	Right Hand	50	35	2-P-706	37
267*SFJ	5-P-1173	Right Hand	50	39	2-P-808	33
267*BKV	5-P-1361	Left Hand	45	25	2-P-711	47
267*DKV	5-P-1362	Left Hand	45	28	2-P-712	44
267*GKV	5-P-1363	Left Hand	45	31	2-P-702	41
267*MKV	5-P-1367	Left Hand	45	35	2-P-706	37
267*SKV	5-P-1369	Left Hand	45	39	2-P-808	33
SUPERTOR	QUE™					
267SBFJ	5-P-1350	Right Hand	50	25	2-P-803	47
267SDFJ	5-P-1293	Right Hand	50	28	2-P-804	44
267SGFJ	5-P-1225	Right Hand	50	31	2-P-773	41
267SMFJ	5-P-1351	Right Hand	50	35	2-P-806	37
267SSFJ	5-P-1278	Right Hand	50	39	2-P-807	33
267SBKV	5-P-1402	Left Hand	45	25	2-P-803	47
267SDKV	5-P-1413	Left Hand	45	28	2-P-804	44
267SGKV	5-P-1414	Left Hand	45	31	2-P-773	41
267SMKV	5-P-1415	Left Hand	45	35	2-P-806	37
267SSKV	5-P-1416	Left Hand	45	39	2-P-807	33

P.T.O. Housing Dimensions



P.T.O. Series	Housing Number	CA	СВ	СС	СН	СК	CL
267	1-P-584	0.816"	4.294"	0.933"	7.104"	4.437"	2.571"

Direct Mount Pump Conversion Kits

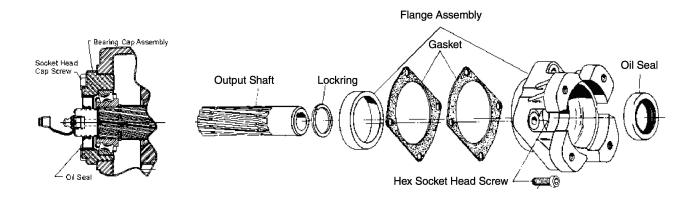
Flange Suffix	Flange Type	Shaft Type	Conv	ersion Kit
AF	S.A.E. "B" 2 or 4-Bolt	1.0" - 15T Spline	XD to AF	328591-30X
AK	S.A.E. "B" 2-Bolt	7/8" - 13T Spline	XD to AK	328591-28X
AZ	S.A.E. 4-Bolt	1-1/4" - 14T Spline	XD to AZ	328591-70X
			XD to GA	328591-72X
GA■	Rotatable S.A.E. "B" 2-Bolt	7/8" - 13T Spline	XR to GA	328591-73X
			RA to GA	328591-106X
			XD to GB	328591-74X
GB∎	Rotatable S.A.E. "B" 4-Bolt	7/8" - 13T Spline	XR to GB	328591-75X
			RB to GB	328591-107X
GE■	S.A.E. "A" 2 or 4-Bolt	5/8" - 9T Spline	N/A	N/A
GF■	S.A.E. "B" 2 or 4-Bolt	1.0" - 15T Spline	XD to GF	328591-71X
G. -	0.7 t.E. B E 01 1 B0t.	1.6 161 651116	AF to GF	328591-108X
GH∎	Rotatable S.A.E. "B" 2-Bolt	1.0" - 15T Spline	XD to GH	328591-116X
G11 =		1.6 161 656	RF to GH	328591-114X
GJ∎	S.A.E. "B" 4-Bolt Rotatable	1.0" - 15T Spline	XD to GJ	328591-138X
G0 -	o.r.e. B i Boil Hotalable	1.0 101 00	RE to GJ	328591-114X
GK∎	S.A.E. "B" 2 or 4-Bolt	7/8" - 13T Spline	XD to GK	328591-89X
SIX =	3, 112, 12 2 31 1 2 31.	7,6 101 001110	XK to GK	328591-86X
GQ∎●	S.A.E. "B" 2 or 4-Bolt	7/8" - 13T Spline	XD to GQ	328591-91X
		·	XQ to GQ	328591-86X
GR■	Chelsea Special 4-Bolt	7/8" - 13T Spline	XD to GR	328591-76X
GY■	Din 5462 Pump Mounting	DIN 5462 Spline	XD to GY	328591-92X
	1 3		XY to GY	328591-87X
GZ∎	Non-standard 4-Bolt	1-1/4" - 14T Spline	XD to GZ	328591-93X
D4	D D0 000 D M I'	·	AZ to GZ	328591-88X
PA DE	Parker P2-060 Pump Mounting	7/8" - 13T Spline	XD to PA	328591-143X
PF	Parker P2-060 Pump Mounting	1.0" - 15T Spline	XD to PF	328591-142X
RA	Rotatable S.A.E. "B" 2-Bolt	7/8" - 13T Spline	XD to RA	328591-55X
			XR to RA	328591-53X
RB	Rotatable S.A.E. "B" 4-Bolt	7/8" - 13T Spline	XD to RB	328591-56X
DC.	Detetable C A E "A" O Belt	F/O" OT Coling	XR to RB	328591-54X
RC	Rotatable S.A.E. "A" 2-Bolt	5/8" - 9T Spline	XD to RC	328591-112X
RD RE	Rotatable S.A.E. "A" 2-Bolt Rotatable S.A.E. "B" 4-Bolt	7/8" - 13T Spline 1.0" - 15T Spline	XD to RD XD to RE	328591-113X
RF	Rotatable S.A.E. B 4-Bolt	1.0" - 15T Spline	XD to RE	328591-134X 328591-78X
RY	Rotatable DIN 5462	DIN 5462	XD to RY	328591-78X 328591-131X
XE	S.A.E. "A" 2 or 4-Bolt	5/8" - 9T Spline	XD to XE	328591-131X 328591-27X
XK	S.A.E. "B" 2 or 4-Bolt	7/8" - 13T Spline	XD to XK	328591-16X
XQ •	S.A.E. 'B' 2 or 4-Bolt	7/8" - 13T Spline	XD to XQ	328591-17X
XR	Chelsea Special 4-Bolt	7/8" - 13T Spline	XD to XR	328591-52X
XX	S.A.E. Tapered Shaft	1-1/4" w/5/16" key	XD to XX	328591-122X
XY	Din 5462 Pump Mounting	DIN 5462	XD to XY	328591-121X

NOTE: Check Current Price Sheet for Availability of Output Options

XR to "XK" Conversion Flange 21-P-525

- Shaft with Grease Fitting
- Similar to Ass'y "XK" Flange Rotated 90°

N/A = Not Available



Item	Part Number	Description	Qty.
AF	3-P-854	Output Shaft	1
	28-P-219	Oil Seal	1
	329088X	Bearing Cap Ass'y (21-P-522)	1
	378447-10	Socket Head Capscrew (.312" - 18 x 1.5")	
AK	3-P-282	Output Shaft	1
	28-P-216	Oil Seal	1
	328989X	Bearing Cap Ass'y (21-P-472)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
ΑZ	3-P-844	Output Shaft	1
	28-P-275	Oil Seal	1
	329052X	Bearing Cap Ass'y (21-P-508)	1
	378447-11	Socket Head Capscrew (.312" - 18 x 2.5")	4
G*	3-P-923X	"GA", "GB", "GR", Shaft Assemblies	1 or
-	3-P-921X	"GF" Shaft Assembly	
	3-P-933X	"GQ", "GK", "GP" Shaft Assemblies	1 or
	3-P-938X	"GY" Shaft Assembly	
	3-P-939X	"GZ" Shaft Assembly	
	3-P-981X	"GE" Shaft Assembly	
	3-P-941X	"GH", "GJ" Shaft Assemblies	1
	500168-2	Lube Fitting (Zeck)	1
	379819	Grease Fitting Cap	1
	379688	Coupling Lube Pack (5/8 fl. oz)	
	28-P-268	Rear Bearing Cap Shaft Oil Seal	1
	328273X	Rear Bearing Cap Assembly	
	378430-10	Rear Bearing Cap Hex Head Capscrew	
PA	3-P-283	Output Shaft	1
171	28-P-216	Oil Seal	i
	329195X	Bearing Cap Ass'y (21-P-574)	i
	21-P-661	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	à
	328170-207X	Capscrew Bag Kit	
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	
PF	3-P-924	Output Shaft	1
r F	28-P-219	Oil Seal	1
	329264X	Bearing Cap Ass'y (21-P-629)	1
	21-P-661	Pump Flange	
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	28-P-271	O-Ring	
		Castinual as Next	

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Pump Conversion Kit Bill of Materials

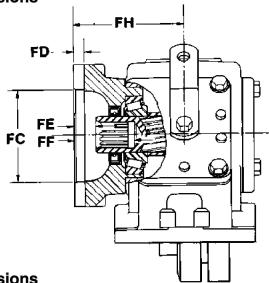
Item	Part Number	Description	Qty.
RA	3-P-283	Output Shaft	
	28-P-216	Oil Seal	1
	329195X	Bearing Cap Ass'y (21-P-574)	1
	21-P-628	Pump Flange (Ship Loose with unit)	
	378447-6	Socket Head Capscrew	4
	328170-207X	Capscrew Bag Kit	1
	378170-6	Socket Head Capscrew	
RB	3-P-283	Output Shaft	1
	28-P-216	Oil Seal	
	329195X	Bearing Cap Ass'y (21-P-574)	
	21-P-572	Pump Flange (Ship Loose with unit)	
	378447-6	Socket Head Capscrew	
	328170-207X	Capscrew Bag Kit	1
	378170-6	Socket Head Capscrew	
RC	2 D 000	Outrout Chaft	4
nu	3-P-800 28-P-216	Output Shaft	
	329322X	Oil Seal	
	21-P-638	Bearing Cap Ass'y (21-P-640)	
		Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	
	328170-210X	Capscrew Bag Kit	1
	378446-4	Socket Head Capscrew (.312" - 18 x .75")	6
RD	3-P-282	Output Shaft	
	28-P-216	Oil Seal	
	329322X	Bearing Cap Ass'y (21-P-640)	1
	21-P-638	Pump Flange (Ship Loose with unit)	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	
	328170-210X	Capscrew Bag Kit	
	378446-4	Socket Head Capscrew (.312" - 18 x 75")	6
RE	3-P-924	Output Shaft	1
	28-P-219	Oil Seal	
	329264X	Bearing Cap Ass'y (21-P-629)	
	21-P-654	Pump Flange	
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	
	28-P-271	O-Ring	
RF	3-P-924	Output Shaft	1
1 11	28-P-219	Oil Seal	
	329264X	Bearing Cap Ass'y (21-P-629)	1
	21-P-626	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	7
	28-P-271	O-Ring	
RY	2_D_769	Output Shaft	4
וח	3-P-768 21-P-625	Output Shaft	
		Pump Flange	4
	329356X	Bearing Cap Ass'y (21-P-532)	
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	
	329355-1X	Standard Loose Parts Kit	
	379740-6	Socket Head Capscrew (M10 - 1.5" x .984")	
	22-P-100	Gasket	
	22-P-84	Gasket	-
	379231	Pipe Plug	2
XE	3-P-800	Output Shaft	
	28-P-216	Oil Seal	
	328328X	Bearing Cap Ass'y (21-P-161)	
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4

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Pump Conversion Kit Bill of Materials

Item	Part Number	Description	Qty.
XK	3-P-282	Output Shaft	1
	28-P-216	Oil Seal	
	328333X	Bearing Cap Ass'y (21-P-424)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
XQ	3-P-282	Output Shaft	. 1
	28-P-216	Oil Seal	1
	328589X	Bearing Cap Ass'y (21-P-269)	
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
XR	3-P-283	Output Shaft	. 1
	28-P-216	Oil Seal	1
	329194X	Bearing Cap Ass'y (21-P-574)	1
	379673	Hex Shoulder Screw (.312" - 24)	4
	379063	Flat Washer	
	328711X	Pump Mounting Kit	1
	378919	Washer	4
	500963-1	Hex Lock Nut (.312" - 24)	4
XX	3-P-766	Output Shaft	1
	28-P-216	Oil Seal	1
	328273X	Bearing Cap Ass'y (21-P-418)	1
	378430-10	Hex Capscrew (.312" - 18 x 1.0")	4
	379111	Square Key	
	501181	Hex Locknut (1.0" - 20)	1
XY	3-P-768	Output Shaft	1
	28-P-275	Oil Seal	1
	329234X	Bearing Cap Ass'y (21-P-614)	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4

Pump Flange & Shaft Dimensions



Pump Flange & Shaft Dimensions

		Bolt Holes)	FC	FD	FE	FF	FH	Output Shaft	
Pump	Bolt		No.	Female		Face to	Face	Face to	-	Key-
Flange	Circle	Tapped	Equally	Pilot	Pilot	end of	thru	Center of	Hole	way
Suffix	Dia.	Hole	Spaced	Diameter	Depth	Shaft	Hole	P.T.O.	Diameter	Width
AA	2.834"	M10 - 1.5"	6	2.050"	N/A	N/A	N/A	3.447"	.982"/.816" - 6 Spline	_
AF, GF	5.750"	.500" - 13T	2	4.003"	0.406"	0.516"	1.984"	4.322"	1" - 15T Spline	-
Ai, di	5.000"	.500" - 13T	4	4.003"	0.406"	0.516"	1.984"	4.322"	_	_
AK	5.750"	.500" - 13T	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8" - 13T Spline	—
AZ, GZ	5.000"	.500" - 13T	4	4.003"	0.406"	0.695"	2.392"	4.985"	1-1/4" - 14T Spline	_
FF	5.750"	.500" - 13T	2	4.003"	0.406"	0.516"	1.984"	4.322"	7/8" Round	1/4"
	5.000"	.500" - 13T	4	4.003"	0.406"	0.516"	1.984"	4.322"	_	_
PA●	5.750"	.563"	2	4.003"	0.406"	0.558"	2.058"	4.588"	7/8" - 13T Spline	—
PF●	5.750"	.563"	2	4.003"	0.406"	0.501"	1.969"	4.569"	1" - 15T Spline	-
RA, GA●	5.750"	.500" - 13T	2■	4.003"	0.406"	0.558"	2.058"	4.588"	7/8" - 13T Spline	_
RB, GB●	3.532" x 3.150"	.500" - 13T	4	4.003"	0.406"	0.558"	2.058"	4.588"	7/8" - 13T Spline	_
RC●	4.188"	.375" - 16T	2■	3.253"	0.270"	0.525"	1.462"	3.694"	5/8" - 9T Spline	_
RD●	4.188"	.375" - 16T	2■	3.253"	0.270"	0.525"	1.462"	3.694"	7/8" - 13T Spline	—
RE, GJ●	3.532" x 3.532"	.500" - 13T	4	4.003"	0.406"	0.501"	1.969"	4.569"	1" - 15T Spline	_
RF, GH●	5.750"	.500" - 13T	2■	4.003"	0.406"	0.501"	1.969"	4.569"	1" - 15T Spline	l —
RY●	3.150" x 3.150"	M12 - 1.75"	4	3.152"	0.394"	0.618"	2.274"	4.790"	DIN 5462	_
XE	5.000"	.500" - 13T	4	3.253"	0.344"	0.562"	1.500"	3.688"	5/8" - 9T Spline	l —
XG	4.188"	.375" - 16T	4	3.253"	0.562"	0.593"	2.218"	4.562"	3/4" Round	3/16"
XJ	4.188"	.375" - 16T	4	3.253"	0.562"	1.406"	2.906"	4.562"	3/4" Round	3/16"
XK, GK	5.750"	.531"◆	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8" - 13T Spline	l —
AN, GN	5.000"	.531"◆	4	4.003"	0.406"	0.562"	2.062"	3.688"	_	_
XL	4.188"	.375" - 16T	4	3.253"	0.562"	0.562"	2.062"	4.562"	7/8" - 13T Spline	_
хо	5.000"	.500" - 13T	4	3.253"	0.344"	0.562"	2.062"	3.688"	3/4" Round	3/16"
1^0	4.188"	.375" - 16T	2	3.253"	0.344"	0.562"	2.062"	3.688"	-	—
XP, GP	5.000"	.500" - 13T	4	3.253"	0.344"	0.562"	2.062"	3.688"	7/8" - 13T Spline	_
AP, GP	4.188"	.375" - 16T	2	3.253"	0.344"	0.562"	2.062"	3.688"	_	_
XY, GY	3.150" x 3.150"	M12 - 1.75"	4	3.152"	0.393"	0.594"	2.508"	4.697"	DIN 5462	_
vo. cc	5.750"	.500" - 13T	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8" - 13T Spline	_
XQ, GQ	5.000"	.500" - 13T	4	4.003"	0.406"	0.562"	2.062"	3.688"	_	_
XR, GR	2.626" x 2.626"	.312" - 24T (Studs)	4	2.752"	0.281"	N/A	N/A	2.809"	7/8" - 13T Spline	_

- Rotatable Flange Rotates in 30° Increments
- Two Set of Holes Spaced 14° Apart
- ◆ Not Tapped

NOTE: To convert an "XR" to an "XK", use conversion flange number 21-P-525

Connect to

Transmission

Pressure Port

See Hose Charts page 10

"AF" Wet Spline "RY" Wet Spline Install 22-P-84 Gasket Between P.T.O. & Pump. 378896 Install 22-P-100 378896 Pipe Adapter Install 35-P-92 Gasket Between 379901 Pipe Adapter Gasket Between Bearing Cap & Street Elbow 90° 379901 P.T.O. & Pump Flange **Output Flange** Street Elbow 90° on P.T.O. 329057-2X Hose Assembly 329057-2X Hose Assembly Plug Unused Port with 379231 Pipe Plug Errymons S Errymon S

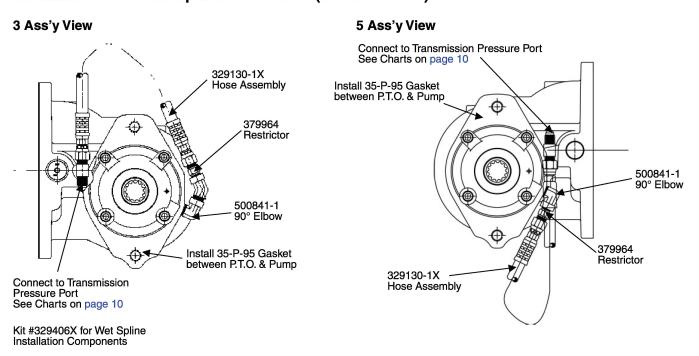
Connect to

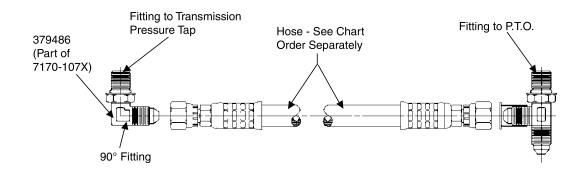
Transmission

Pressure Port

See Hose Chart page 10

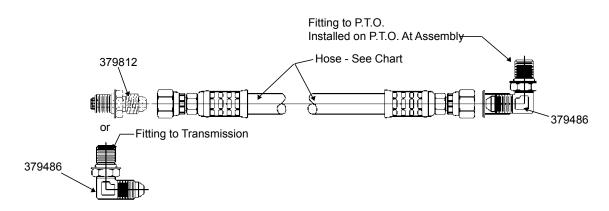
Installation "AK" Wet Spline 267 Series (SK-378 Rev A)





Hose Chart Allison

Pressure Hose Chart (Transmission to P.T.O.)						
Trans	Location	Hose				
MD	Left	329130-1X				
MD	Right	329130-4X				
HD	Left	329130-1X				
HD	Top Right	329130-8X				



Hose Chart Caterpillar

Trans.	P.T.O.	P.T.O. Location	High Oil Pressure Location	P.T.O. Valve Location	P.T.O. Fitting	Trans. Fitting	Trans. P.T.O. Valve Hose #		
		Driver (LHS)	LHS	N/A		379812	329130-3X		
CV01	067	Driver (LHS)	Rear		070406	379486	329075-5X		
CX31	267	Pass. (RHS)	LHS		IN/A	N/A 3/948	379486	379812	329075-2X
		Pass. (RHS)	Rear			379812	329075-5X		

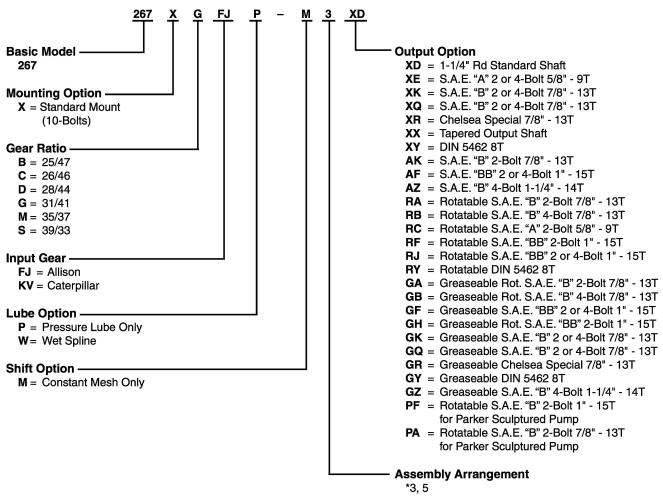
LHS = Left Side of Transmission, 8 o'clock position

RHS = Right Side of Transmission, 1 o'clock position

NOTES

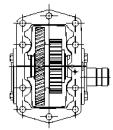
- 1. P.T.O. Fitting 379486 and Transmission Fitting 379812 included with the P.T.O. Unit. If Using 379486 in Transmission, it Must be Purchased Separately
- 2. Hoses to be Purchased Separately

Model Number Designation

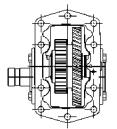


* "3" Arrangement requiring a S.A.E. "B" Output must use the "XQ" or "AK" output option. (Due to interference between the "XK" flange and pressure lube fitting).

Assembly Arrangements



Assembly Arrangement 3



Assembly Arrangement 5

Kits Bill of Materials

329337-1X 28-P-191 31-P-102 379672 550439 9-P-91 14-P-73-1 14-P-73-2 14-P-73-3	Bearing and Spacer Kit 0-Ring 1 Tab Washer, Thrust 1 NWD Plug 1 Bearing Cone 2 Idler Shaft, Pressure Lube 1 Tab Spacer, Input Gear (.150") 1 Tab Spacer, Input Gear (.153") 1 Tab Spacer, Input Gear (.156") 1
329337-2X	Gasket and Seal Kit
28-P-191	O-Ring1
28-P-216	Oil Seal1
35-P-74	Mounting Gasket1
22-P-127-1	Bearing Cap Gasket (.010")8
22-P-127-2	Bearing Cap Gasket (.020")8
22-P-127-3	Bearing Cap Gasket (.015")4
328948-9X	Gasket & Installation Kit
35-P-74	Mounting Gasket1
7170-86X	Mounting Kit, ("FJ" Input Gear)
379451	Pilot Screw (M10 - 1.50" x .984")2
379453-10	10 Bolt, Ferry Capscrew (M10 - 1.50" x 1.378")8
7170-117X	Mounting Kit, ("KV" Input Gear)
379451	Pilot Screw (M10 - 1.50" x .984")2
379453-10	Ferry Capscrew (M1 - 1.50" x 1.378")8
379812	Male Connector Flare Fitting1

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6. LIMITATION OF LIABILITY. UPON NOTIFICATION, SELLERWILL, 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.
- $\textbf{18. Indemnity for Infringement of Intellectual Property Rights.} \ Seller \ shall \ have \ no$ 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.



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