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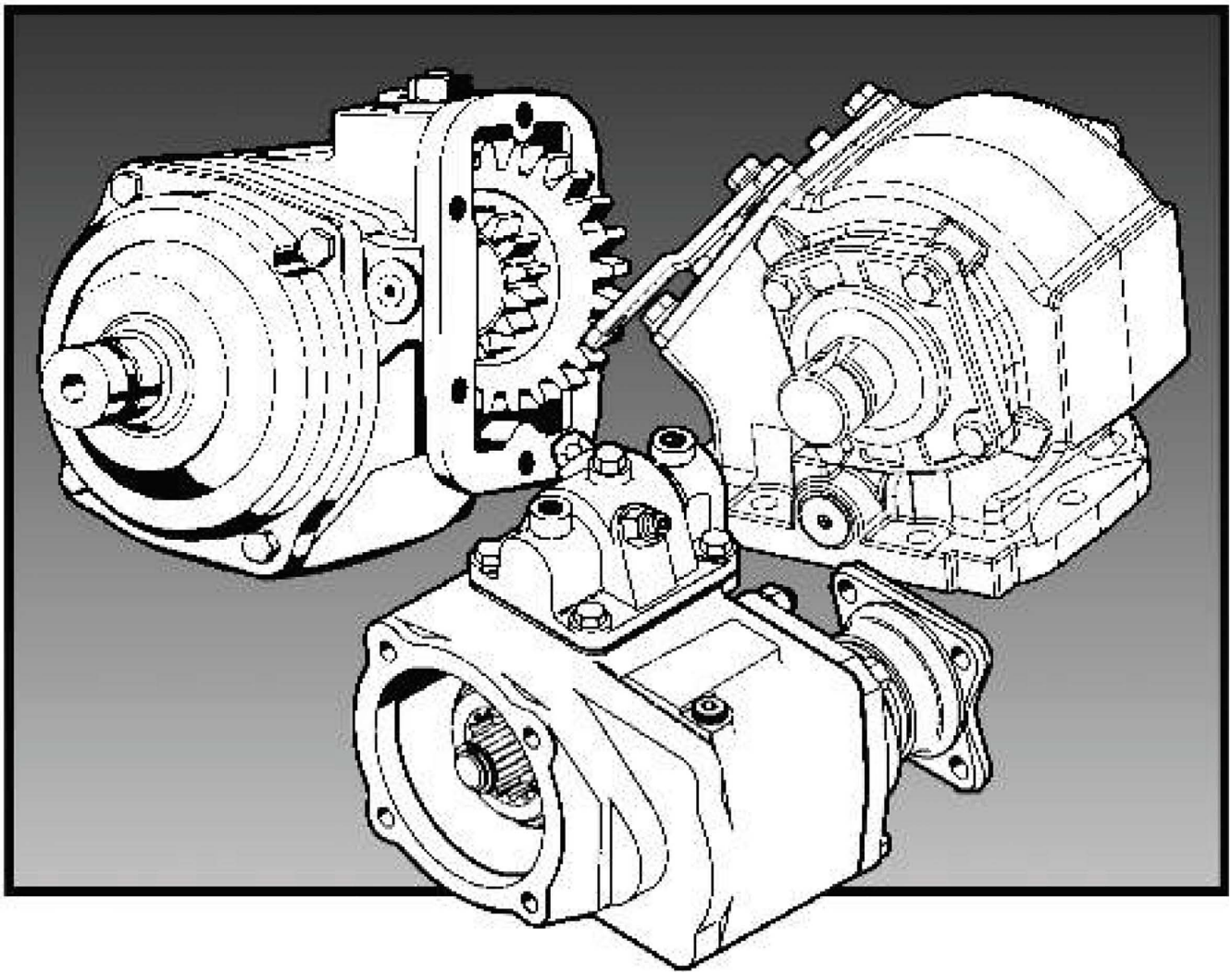
CHELSEA®
Replacement Parts List 260 Series Manual

Bulletin TY25-2200-M1/US

Effective: November 15, 2001
Supersedes: P410-260 Dated July, 1995



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⚠ WARNING

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Chelsea Products Division
Olive Branch, MS 38654 USA

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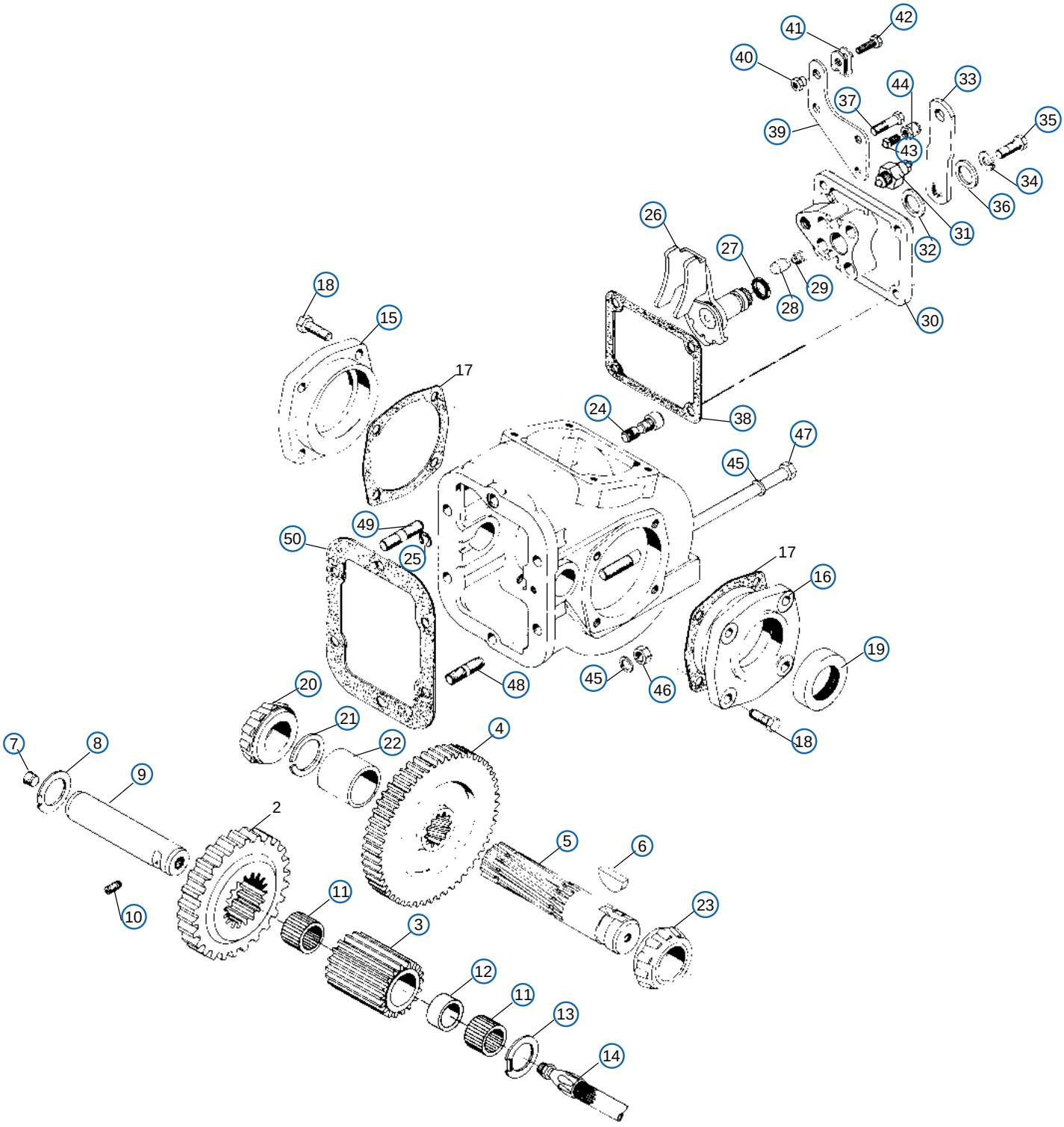

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Olive Branch, MS 38654 USA

Item		Part Number	Description	Quantity
1		1-P-281X	Housing, Includes Items 24 & 25	1
2		See Chart Pg. 9	Gear, Input Sliding	1
3	▶	5-P-487	Gear, Drive	1
4	▶	2-P-461	Gear, Output	1
5	▶	3-P-202	Shaft, Standard Output 1.25" Rd. .312" Key	1
6	▶	500007-29	Woodruff Key (.312")	1
7	▶	379231	Pipe Plug (.125"-27 N.P.T.F.)	1
8	▶	31-P-58	Thrust Washer (2" O.D.)	1
9	▶	9-P-54	Shaft, Input Idler (Pressure Lube)	1
	▶	9-P-55	Shaft, Input Idler (No Pressure Lube)	1
10	▶	378452-7	Set Screw	1
11	▶	550886	Needle Rollers, Caged	2
12	▶	14-P-50	Spacer, Input Idler	1
13	▶	31-P-47	Thrust Washer, Set Screw Side (1.50" O.D.)	1
14	▶	328075X	Pressure Lube Hose	1
15	▶	328274X	Bearing Cap Ass'y., Closed End	1
16	▶	328273X	Bearing Cap Ass'y., Open End	1
17		22-P-24-1	Gasket, Bearing Cap (.010")	A.R.
		22-P-24-2	Gasket, Bearing Cap (.020")	A.R.
		22-P-24-3	Gasket, Bearing Cap (.015")	A.R.
18	▶	378430-10	Screw, Hex Head (.312"-18 x 1")	8
19	▶	28-P-216	Oil Seal	1
20	▶	550532	Bearing Cone	1
21	▶	378391	Lockring	1
22	▶	4-P-45	Spacer, Output Shaft	1
23	▶	550397	Bearing Cone	1
24	▶	378766	Capscrew, Socket Head	1
25	▶	378767	Retaining Ring	1
	▶	328805-1X	Cable Shift Cover Assembly (Assemblies 3 & 6)	1
	▶	328805-2X	Cable Shift Cover Assembly (Assemblies 4 & 5)	1
			(Includes items 26 thru 36)	
26	▶	328803-1X	Shifter Plate Assembly (Assemblies C3 & C6)	1
	▶	328803-2X	Shifter Plate Assembly (Assemblies C4 & C5)	1
27	▶	28-P-191	O-Ring	1
28	▶	63-P-16	Poppet	1
29	▶	37-P-19	Spring	1
30	▶	34-P-74	Cover, Cable Shift	1
31		379639	Indicator Switch	1
32	▶	378004	Flat Washer	1
33	▶	51-P-22	Shifter Lever	1
34	▶	500356-10	Lockwasher	1
35	▶	500409-6	Screw, Hex Head (.312"-24 x .625")	1
36	▶	500365-22	Flat Washer	1
37	▶	378430-9	Screw, Hex Head (.312"-18 x .875")	4
38	▶	35-P-8	Gasket, Shifter Cover	1

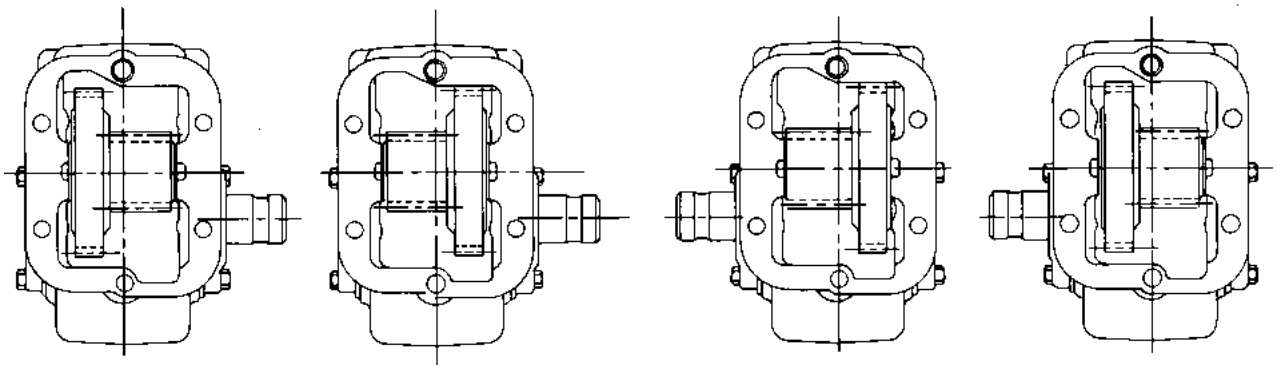
Parts List continued on next page.

A.R.—As Required

Item		Part Number	Description	Quantity
			SERVICE KITS	
N.S.		**328356-13X**	Gasket & Seal Kit	1
	▶	**328356-15X**	Seal Kit, Cable Shift	1
		328356-18X	Seal Kit, Lever Shift	1
	▶	**328356-19X**	Seal Kit, Air Shift	1
			LOOSE PARTS	
	▶	**328380X**	Cable Control Mounting Parts	1
39	▶	**50-P-17**	Bracket	1
40	▶	**378326**	Nut, Hex Head (.250"-20)	1
41	▶	**50-P-19**	Swivel Bracket	1
42	▶	**500396-8**	Screw, Hex Head (.250"-20 x .750")	1
43	▶	**500568-4**	Set Screw (.250"-20 x .50")	1
44	▶	**378019**	Pivot Pin	1
	▶	**328346-10X**	Cable Control Assembly	1
N.S.		**378441-10**	Cable (10')	1
N.S.		**378502**	Knob	1
	▶	**328170-97X**	STUD KIT	1
45	▶	**378018**	Copper Bolt Gasket	5
46	▶	**379744**	Flange Nut (.375"-24)	4
47		**379286-47**	Screw, Hex Head (.375"-16 x 8.250")	1
48		**379423-14**	Stud (.375"-16 & .375"-24 x 1.750")	2
49		**379423-16**	Stud (.375"-16 & .375"-24 x 1.875")	2
N.S.		**378744**	Lockwasher	1
50	▶	**328948-6X**	Gasket & Installation Instructions	1
		35-P-9-1	Mounting Gasket, (.010")	1
		35-P-9-2	Mounting Gasket, (.020")	1
	▶	**328949-6X**	Gasket & Installation Instructions (AJ Gear Pitch)	1
	▶	**35-P-41**	Mounting Gasket, AJ Gear Pitch	1
		328663X	Pressure Lube Kit	1
			(Contains 1 each of items 7, 9, 14 & 378840 Street Tee)	

N.S. — Not Shown A.R. — As Required

Assembly Arrangements



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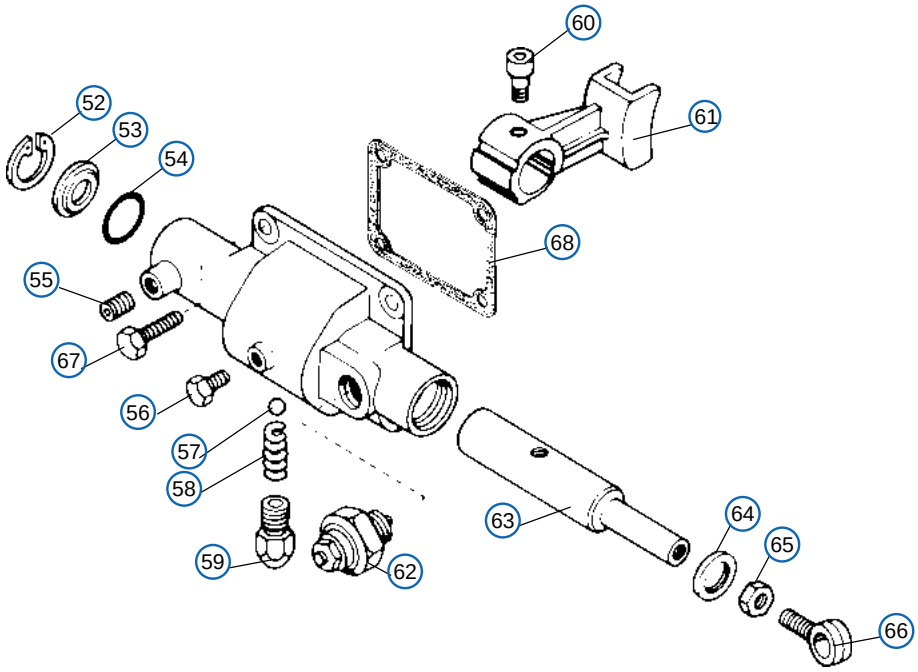

Item		Part Number	Description	Quantity
		328724X	**LEVER CONTROL ASSEMBLY** (Includes Items 51 thru 66)	1
51	▶	34-P-60	Cover, Lever Shift	1
52	▶	378316	Snap Ring	1
53	▶	378315	Plug	1
54	▶	28-P-42	O-Ring	1
55	▶	379231	Pipe Plug (.125"-27 N.P.T.)	1
56	▶	378285-1	Guide Pin	1
57	▶	378002	Poppet Ball	1
58	▶	37-P-14	Poppet Spring	1
59	▶	378554	Poppet Cap	1
60	▶	378447-4	Screw, Socket Head (.312"-18 x .750")	1
61	▶	32-P-129	Shift Fork	1
62		379639	Indicator Switch	1
63	▶	11-P-117	Shifter Shaft	1
64	▶	28-P-229	Oil Seal	1
65	▶	500381-3	Jam Nut	1
66	▶	36-P-1	Eye Bolt	1
67	▶	378430-8	Screw, Hex Head, (.312"-18 x .750")	4
68	▶	35-P-8	Gasket, Shift Cover	1

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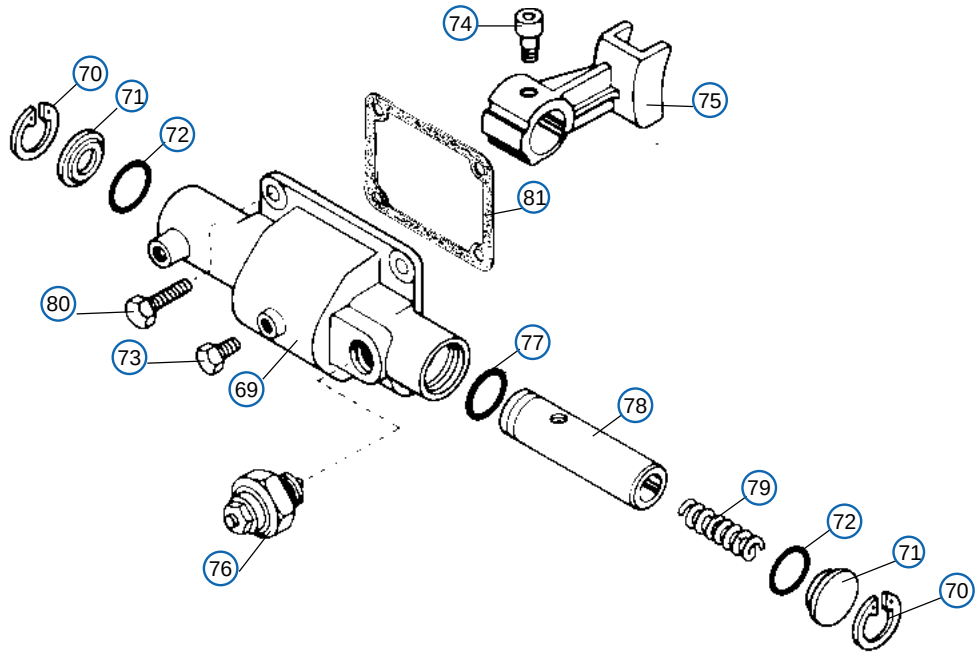
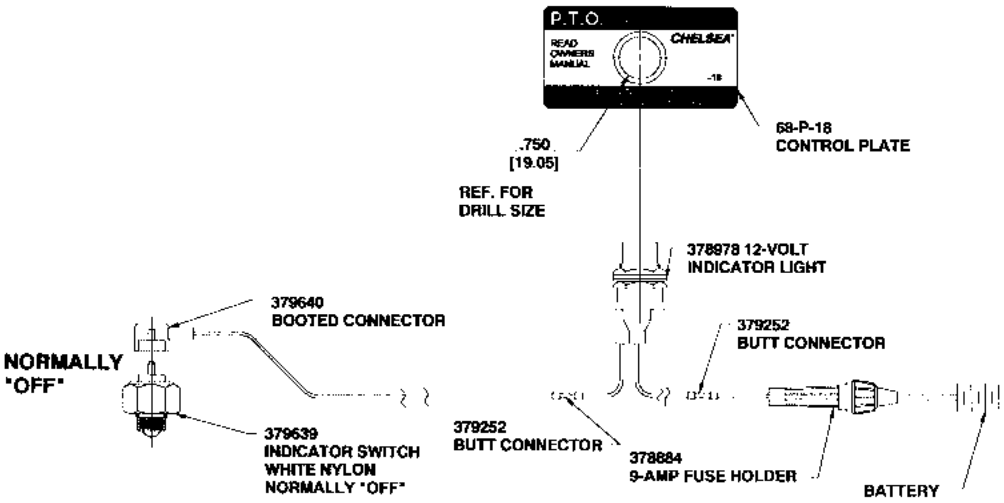


Item	Part Number	Description	Quantity
▶	328723X	**AIR SHIFT COVER ASSEMBLY** (Includes Items 69 thru 79)	1
69 ▶	34-P-115	Cover, Air Shift	1
70 ▶	378316	Snap Ring	2
71 ▶	378315	Plug	2
72 ▶	28-P-42	O-Ring	2
73 ▶	378285-1	Guide Screw	1
74 ▶	378447-4	Screw, Socket Head (.312"-18 x .750")	1
75 ▶	32-P-129	Shifter Fork	1
76	379639	Indicator Switch	1
77 ▶	28-P-41	O-Ring	1
78 ▶	11-P-75	Piston Shaft	1
79 ▶	37-P-21	Spring	1
80 ▶	378430-8	Screw, Hex Head, (.312"-18 x .750")	4
81 ▶	35-P-8	Gasket, Shift Cover	1
	328388-37X	Installation Kit Air Shift	1

Cable & Lever Control Indicator Light Installation Sketch - 378751-1X



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Part Number	Description	Quantity
▶ **328390-88X**	Cable to Air all Assemblies	1
328390-89X	Lever to Air all Assemblies	1
▶ **328390-109X**	Wire to 12V. Electric over Air	1
328390-110X	Wire to 24V. Electric over Air	1
328390-111X	Lever to 12V. Electric over Air	1
328390-112X	Lever to 24V. Electric over Air	1

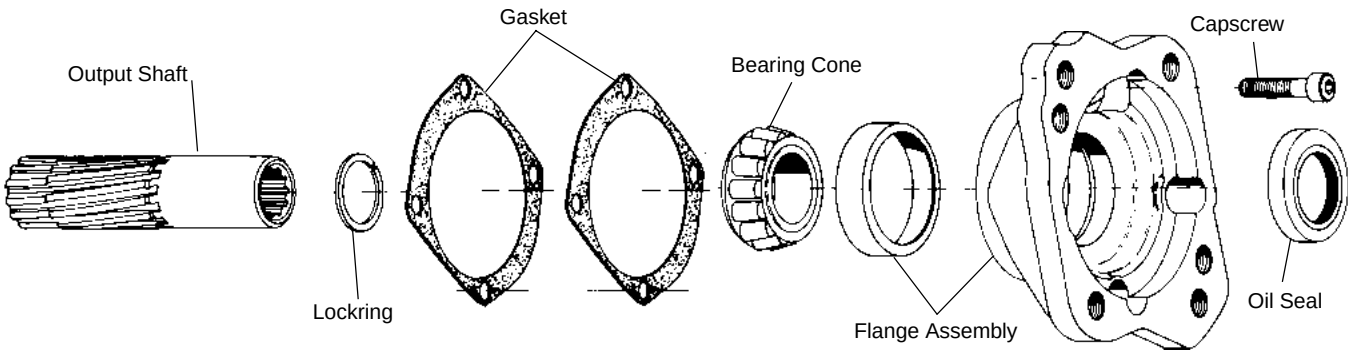
Direct Mount Pump Conversion Kits

Flange Suffix	Flange Type	Shaft Type	Conversion Kit*
AF	S.A.E. “BB” 2 or 4 Bolt	1.0"-15 Spline	328591-30X
AK	S.A.E. “B” 2 Bolt	7/8"-13 Spline	328591-28X
AZ	Non-Standard 4 BOLT	1-1/4"-14 Spline	328591-70X
FF	S.A.E. “B” 2 or 4 Bolt	7/8" Round	328591-29X
GA	Rotatable S.A.E. “B” 2 BOLT	7/8"-13 Spline	(1)328591-72X
GB	Rotatable S.A.E. “B” 4 BOLT	7/8"-13 Spline	(1)328591-74X
GF	S.A.E. “BB” 2 OR 4 BOLT	1.0"-15 Spline	(1)328591-71X
GR	CHELSEA SPECIAL 4 BOLT	7/8"-13 Spline	(1)328591-76X
LA(2)	S.A.E. “B” 2 Bolt	7/8"-13 Spline	328591-44X
LB(2)	S.A.E. “A” Pilot 2 Bolt	7/8"-13 Spline	328591-45X
LC(2)	S.A.E. “B” 2 or 4 Bolt	7/8"-13 Spline	328591-46X
LD(2)	Similar to “XD”	1-1/4" Round	
LE(2)	6 Bolt Round	7/8"-13 Spline	328591-47X
LF(2)	S.A.E. “B” 2 or 4 Bolt	7/8"-13 Spline	328591-48X
RA	S.A.E. “B” 2 Bolt	7/8"-13 Spline	328591-55X
RB	S.A.E. “B” 4 Bolt	7/8"-13 Spline	328591-56X
RF	Rotatable S.A.E. “BB” 2 BOLT	1.0"-15 Spline	328591-78X
XE	S.A.E. “A” 2 or 4 Bolt	5/8"-9 Spline	328591-27X
XG	Non-Standard 4 Bolt	3/4"-Round	328591-10X
XJ	Non-Standard 4 Bolt	3/4"-Round	328591-11X
XK	S.A.E. “B” 2 or 4 Bolt	7/8"-13 Spline	328591-16X
XL	Non-Standard S.A.E. “A” 2 Bolt	7/8"-13 Spline	328591-18X
XM	Non-Standard 6 Bolt	3/4"-Round	328591-20X
XN	6 Bolt Round	7/8"-13 Spline	328591-21X
XO	S.A.E. “A” Pilot 2 Bolt	3/4"-Round	328591-26X
XP	S.A.E. “A” Pilot 2 Bolt	7/8"-13 Spline	328591-23X
XQ(3)	S.A.E. “B” 2 or 4 Bolt	7/8"-13 Spline	328591-17X
XR	Chelsea Special	7/8"-13 Spline	328591-25X
XR	Chelsea Special	7/8"-13 Spline	328591-52X
	XR To “XK” Conversion Flange 21-P-525		
XX	S.A.E. Tapered Shaft	1-1/4" Round	328591-122X
XY	DIN 5462 Pump Mountiing	7/8"-13 Spline	

(1) Shaft with Grease Fitting

(2) Lube Pump Option

(3) Similar to “XK” Assembly, only rotated 65°



		Front				Rear Cap Greasable Option		
Flange Suffix	**Conversion Kit***	**Flange Assembly**	**Output Shaft**	**Socket Head (4 Req'd)**	**Oil Seal**	**Brg. Cap Assembly**	**Socket Head (4 Req'd)**	**Oil Seal**
AF	328591-30X ▶	329088X	3-P-854	378447-10	28-P-219			
AK	328591-28X ▶	328989X	3-P-282	378447-8	28-P-216			
AZ	328591-70X ▶	329052X	3-P-844	378447-11	28-P-230			
FF	328591-29X ▶	329088X	3-P-851	378447-10	28-P-219			
GA	328591-72X ▶	329195X & 21-P-628	3-P-923X	378447-6 tt	28-P-216	328273X	378430-10	28-P-268
GB	328591-74X ▶	329195X & 21-P-572	3-P-923X	378447-6 tt	28-P-216	328273X	378430-10	28-P-268
GF	328591-71X ▶	329088X	3-P-921X	378447-10	28-P-219	328273X	378430-10	28-P-268
GR	328591-76X ▶	329194X	3-P-923X	379673 ttt	28-P-216	328273X	378430-10	28-P-268
LA t	328591-44X ▶	328989X	3-P-858	378447-8	28-P-216			
LB t	328591-45X ▶	328328X	3-P-858	378447-8	28-P-216			
LC t	328591-46X ▶	328589X	3-P-858	378447-8	28-P-216			
LD t	▶	328273X	3-P-857	378430-10	28-P-216			
LE t	328591-47X	328584X	3-P-858	378447-8	28-P-216			
LF t	328591-48X ▶	328333X	3-P-858	378447-8	28-P-216			
RA	328591-55X ▶	329195X & 21-P-628	3-P-283	378447-6 tt	28-P-216			
RB	328591-56X ▶	329195X & 21-P-572	3-P-283	348447-6 tt	28-P-216			
RF	328591-78X ▶	329264X & 21-P-626	3-P-924	378447-6 tt	28-P-219			
XE	328591-27X ▶	328328X	3-P-800	378447-8	28-P-216			
XG	328591-10X ▶	328580X	3-P-281	378447-8	28-P-216			
XJ	328591-11X ▶	328580X	3-P-284	378447-8	28-P-216			
XK	328591-16X ▶	328333X	3-P-282	378447-8	28-P-216			
XL	328591-18X ▶	328580X	3-P-283	378447-8	28-P-216			
XM	328591-20X	328583X	3-P-284	378447-8	28-P-216			
XN	328591-21X	328584X	3-P-282	378447-8	28-P-216			
XO	328591-26X ▶	328328X	3-P-284	378447-8	28-P-216			
XP	328591-23X ▶	328328X	3-P-282	378447-8	28-P-216			
XQ**	328591-17X ▶	328589X	3-P-282	378447-8	28-P-216			
XR	328591-25X	328710X	3-P-283	379483	28-P-216			
XR	328591-52X ▶	329194X	3-P-283	379626	28-P-216			
XX	328591-122X ▶	328273X	3-P-766	378430-10	28-P-216			
XY	▶	329234X	3-P-768	378430-10	28-P-230			

t Lube Pump Option
tt Seven required; four to fasten the Flange Assembly 328195X to the housing and three to fasten the rotatable flange to the flange assembly.
ttt Special shoulder stud
* Consists of all items shown in the illustration
** Similar to "XK" Assembly, only rotated 65°

NOTE: To convert P.T.O.'s with AK, XP, XQ, XN, or XK output to the lube pump option, use 329097-1X.
To convert P.T.O.'s with XD output to the lube pump option, use 329096-1X.

Parker Hannifin Corporation
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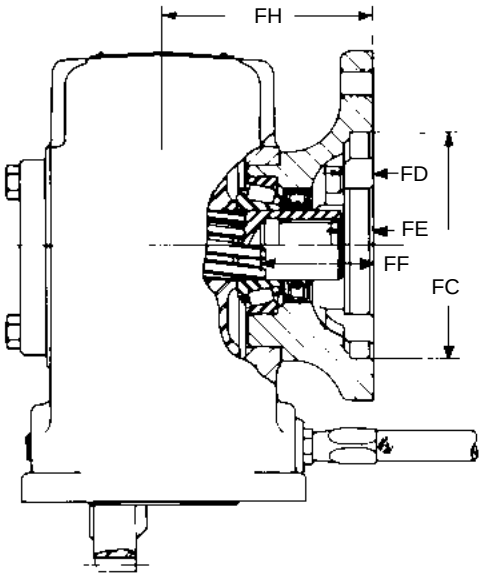
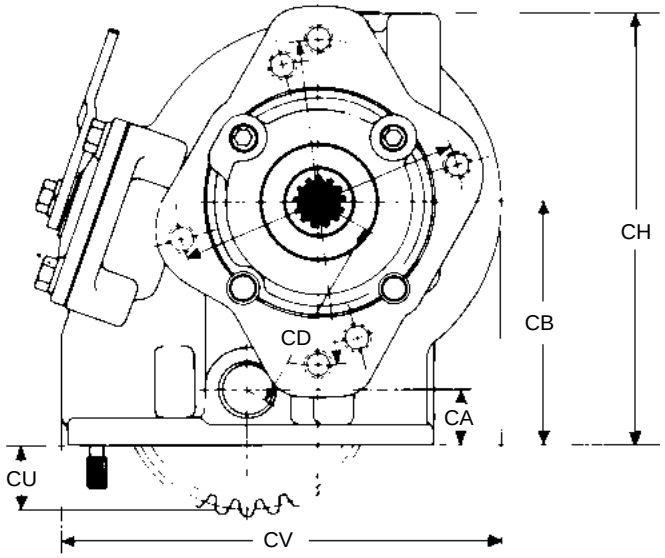
Basic Model	Part Number	CA	CB	CD	CH(*)	CU	CV
260 Series	1-P-281	.972"	4.293"	3.550"	7.625"	1.110"	7.688"

(*)—Approximate Dimensions for estimating clearance in installations





Pump Flange Suffix	Bolt Circle Dia.	Bolt Holes: Tapped Hole	Bolt Holes: No. Equally Spaced	FC: Female Pilot Dia.	FD: Pilot Depth	FE: Face to End of Shaft	FF: Face Thru Hole	FH: Face to Center of P.T.O.	Output Shaft: Hole Diameter	Keyway Width
AF, GF	5.00	.500"-13"	4	4.003	0.406	0.516	1.984	4.389	1"-15 Spline	-
	5.75	.500"-13"	2	4.003	0.406	0.516	1.984	4.389	1"-15 Spline	-
AK	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
AZ	5.00	.500"-13"	4	4.003	0.406	0.695	2.392	4.985	1-1/4" - 14 Spline	
FF	5.00	.500"-13"	4	4.003	0.406	0.516	1.984	4.389	7/8" Round	1/4"
	5.75	.500"-13"	2	4.003	0.406	0.516	1.984	4.389	7/8" Round	1/4"
LA	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
LB	5.00	.500"-13"	4	3.253	0.344	0.562	2.062	3.688	7/8"-13 Spline	-
LC	5.00	.500"-13"	4	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688		
LE	4.75	.406"	6	3.253	0.375	0.75	2.25	3.875	7/8"-13 Spline	-
LF	5.00	.500"-13"	4	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688		
RA, GA	5.75	.500"-13"	2	4.003	0.406	0.558	2.058	4.558	7/8"-13 Spline	-
RB, GB	5.00	.500"-13"	4	4.003	0.406	0.558	2.058	4.558	7/8"-13 Spline	-
RF*	5.75	.500"-13"	2 tt	4.003	0.406	0.501	1.969	4.569	1"-15 Spline	
XE	5.00	.500"-13"	4	3.253	0.344	0.562	1.5	3.688	5/8"-9 Spline	-
XG	4.19	.375"-16"	4	3.253	0.562	0.562	2.331	4.582	3/4"-Round	3/16"
XJ	4.19	.375"-16"	4	3.253	0.562	1.406	3.018	4.582	3/4"-Round	3/16"
XK	5.00	.500"-13"	4	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688		
XL	4.19	.375"-16"	4	3.253	0.562	0.562	2.062	4.562	7/8"-13 Spline	-
XM	3.25	.375"-16"	6	2.628	0.688	0.312	1.812	3.438	3/4"-Round	3/16"
XN	4.75	.406"	6	3.253	0.375	0.75	2.25	3.875	7/8"-13 Spline	-
XO	5.00	.500"-13"	4	3.253	0.344	0.562	2.062	3.688	3/4"-Round	3/16"
XP	5.00	.500"-13"	4	3.253	0.344	0.562	2.062	3.688	7/8"-13 Spline	-
XQ	5.00	.500"-13"	4	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	-
	5.75	.500"-13"	2	4.003	0.406	0.562	2.062	3.688		
XR, GR	3.71	.312"-24"	4	2.752	0.281	.N/A	.N/A	2.809	7/8"-13 Spline	-
XY	4.45	M12-1.75	4	3.152	0.393	0.594	2.508	4.697	DIN 5462	

NOTE: To convert “XR” to an “XK”, use conversion flange 21-P-525.

Parker Hannifin Corporation
Chelsea Products Division
Olive Branch, MS 38654 USA

260 X A AH X – Y 3 XD

BASIC MODEL
260

MOUNTING TYPE
X = Standard Mounting

GEAR RATIO
A = .326:1

INPUT GEAR DESIGNATOR

LUBRICATION
X = No Lubrication
P = Pressure Lube

OUTPUT TYPE

AF = S.A.E. "BB" 2 or 4 Bolt	XG = S.A.E. "A" 2 Bolt
AK = S.A.E. "B" 2 Bolt	XJ = S.A.E. "A" 2 Bolt
FF = S.A.E. "B" 2 or 4 Bolt	XK = S.A.E. "B" 2 or 4 Bolt
LA = S.A.E. "B" w/Self Lube	XL = S.A.E. "A" 2 Bolt
LB = S.A.E. "A" w/Self Lube	XM = Non Std. 6 Bolt
LC = S.A.E. "B" w/Self Lube	XN = Non Std. 6 Bolt Rd.
LD = 1.250" Rd. w/Self Lube	XO = S.A.E. "A" 2 Bolt
LE = 6 Bolt w/Self Lube	XP = S.A.E. "A" 2 Bolt
LF = S.A.E. "B" w/Self Lube	XQ = S.A.E. "B" 2 or 4 Bolt
XD = 1.250" Rd.	XR = Chelsea Special
XE = S.A.E. "A" 2 or 4 Bolt	RA = S.A.E. "B" 2 Bolt
XF = S.A.E. "B" 2 or 4 Bolt	RB = S.A.E. "B" 4 Bolt

ASSEMBLY ARRANGEMENT
3, 4, 5, 6

SHIFTER TYPE
A = Air
P = 12 Volt Electric/Air
Q = 24 Volt Electric/Air
W = Cable
Y = Lever

Gear Chart

P.T.O. Model Number	Input Gear Item 2		
	Part Number	Number Teeth	Helix Angle
260*AAH	5-P-486	25	Spur
260*AAJ	5-P-566	25	Spur
260*ADA	5-P-895	27	Spur

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Notes

Notes

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Offer of Sale

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2. Payment: Payment shall be made by Buyer net 30 days from the date of delivery of the items purchased hereunder. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that the Buyer is late in making payment. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives notice thereof within 30 days after Buyer's receipt of the shipment.

3. Delivery: Unless otherwise provided on the face hereof, delivery shall be made F.O.B. Seller's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.

4. Warranty: Seller warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of:
(A) All Power Take-Off units one (1) year from date of installation.
(B) Except 267, 277, 278, 242, 244, 250, 251 and 859 series two (2) years from date of installation. **THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS.**

5. Limitation Of Remedy: SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD OR THIS CONTRACT SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.

6. Changes, Reschedules and Cancellations: Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.

7. Special Tooling: A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to this contract. 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 items sold hereunder, 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.

8. 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, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the items which are 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. Taxes: Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

10. 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 Part 10. Seller will defend and indemnify Buyer against allegations of infringement of U.S. Patents, U.S. Trademarks, copyrights, trade dress and trade secrets (hereinafter '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 an item sold pursuant to this contract 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 an item sold hereunder 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 said item, replace or modify said item so as to make it noninfringing, or offer to accept return of said item 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 items 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 item sold hereunder. The foregoing provisions of this Part 10 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.
If a claim is based on information provided by Buyer or if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

11. Force Majeure: Seller does not assume the risk of 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, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.

12. Entire Agreement/Governing Law: The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain there/to. This Agreement shall be governed in all respects by the law of the State of Ohio. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.

9/01-P

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