



Pump & Motor Division

PGP/PGM 300 Series





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Table of Contents

Commercial PGP/PGM300 Series

PGP/PGM315 Frame Size	1-11
Characteristics	1
Specifications/Dimensions	2
Performance Data	3
Performance Charts	4
Shaft End Covers	5-6
Drive Shafts	7
Port Options	8-9
Ordering Codes	10-11
PGP/PGM330 Frame Size	12-21
Characteristics	12
Specifications/Dimensions	13
Performance Data	14
Performance Charts	15
Shaft End Covers	16-17
Drive Shafts	18
Port Options	19
Ordering Codes	20-21
PGP/PGM350 Frame Size	22-33
Characteristics	22
Specifications/Dimensions	23
Performance Data	24
Performance Charts	25
Shaft End Covers	26-27
Drive Shafts	28-29
Port Options	30-31
Ordering Codes	32-33
PGP/PGM365 Frame Size	34-43
Characteristics	34
Specifications/Dimensions	35
Performance Data	36
Performance Charts	37
Shaft End Covers	38-39
Drive Shafts	40
Port Options	41
Ordering Codes	42-43
Man of Oak	40.47





PGP/PGM315 Characteristics

PGP/PGM 300/400 Series Gear Pumps & Motors

■ Three-piece cast iron construction

High efficiency and long life in severe operating environments.

■ Low friction bushing

Provides strength in heavy duty applications.

■ Balanced thrust plates

Optimize pump efficiency.

■ Largest journal bearings available

for high pressure and long life.



Product Features	Description
Pump type	Heavy-duty, cast iron, external gear
Mounting	SAE standard flanges
Ports	SAE split flanges and other types of threaded ports, see Specifications
Shaft style	SAE splined, keyed, and others, see Specifications
Maximum speed	400 - 3000 rpm, see Specifications
Theoretical displacement	See Specifications 0.62 to 2.48 in ³
Drive	Clockwise, counterclockwise, double. Direct drive with flexible coupling is recommended. Pumps subject to radial loads must be specified with an outboard bearing. Axial loading is not allowed.
Inlet pressure	30 psia (15psig) maximum pressure / 5 in. Hg maximum vacuum at operating temperature
Outlet pressure	See Specifications
Hydraulic fluids	Mineral oil, fire resistant fluids: water-oil emulsions 60/40, MFB; water-glycol, HFC; phosphate-esters, HFD (FPM seals required)

Product Features	Description
Fluid viscocity	From 7.5 to 1600 cSt (50 to 7500 sus). Recommended 15 to 75 cSt.
Fluid temperature	Mineral oil with standard seals: 0°F to 180°F (-20°C to 80°C); Fire resistant fluids HFB, HFC: 0°F to 150°F (-20°C to 65°C)
Filtration	ISO 4406 code: • 19/16 at 2000 psi/140 bar • 17/14 at 3000 psi/210 bar • 15/12 at 4000 psi/275 bar
Direction of rotation (looking at the drive shaft)	CW, CCW, Bi-Rotational
Multiple pump assemblies	Up to 6 gear selections of the same model, even with different gear widths
Separate or common inlet capability	Common

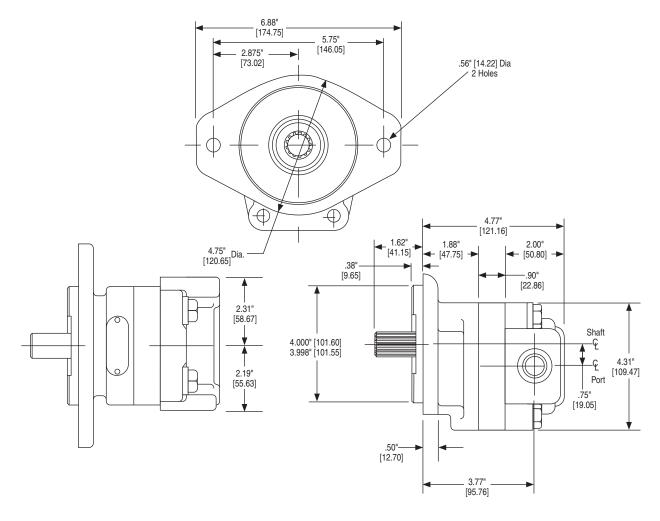


PGP/PGM315 Specifications

PGP315 Frame Size	05	07	10	12	15	17	20
Displacement – cm³/rev	10.2	15.2	20.3	25.4	30.5	35.6	40.6
(in³/rev)	(0.62)	(0.93)	(1.24)	(1.55)	(1.86)	(2.17)	(2.48)
Max continuous pressure – bar	241	241	241	241	228	200	172
(psi)	(3,500)	(3,500)	(3,500)	(3,500)	(3,300)	(2,900)	(2,500)
Max Speed – RPM	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Approximate Weight – Lbs.	16.0	17	18	19	20	21	22
[kg]	[7.2]	[7.7]	[8.2]	[8.6]	[9.1]	[9.5]	[10.0]

PGM315 Frame Size	05	07	10	12	15	17	20
Displacement – cm³/rev	10.2	15.2	20.3	25.4	30.5	35.6	40.6
(in³/rev)	(0.62)	(0.93)	(1.24)	(1.55)	(1.86)	(2.17)	(2.48)
Max continuous pressure – bar (psi)	241	241	241	241	228	200	172
	(3,500)	(3,500)	(3,500)	(3,500)	(3,300)	(2,900)	(2,500)
Max Speed – RPM	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Approximate Weight – Lbs.	16.0	17	18	19	20	21	22
[kg]	[7.2]	[7.7]	[8.2]	[8.6]	[9.1]	[9.5]	[10.0]

PGP/PGM315 Dimensions





PGP315 Pump Performance Data

Speed	Output Flow				Gear Widths			
RPM	Input Power	1/2"	3/4"	1"	1-1/4"	1-1/2"	1-3/4"	2"
	GPM	2.0	3.2	4.4	5.5	6.7	7.9	9.0
900	LPM	8	12	17	21	26	30	34
900	HP	5	8	11	13	15	15	15
	kW	4	6	8	10	11	11	11
	GPM	2.8	4.4	6.0	7.6	9.2	10.7	12.2
1200	LPM	11	17	23	29	35	40	46
1200	HP	7	11	14	18	20	21	20
	kW	5	8	11	13	15	15	15
	GPM	3.6	5.6	7.7	9.6	11.6	13.5	15.4
1500	LPM	14	21	29	36	44	51	58
1500	HP	9 7	13	18	22	25	26	25
	kW	7	10	13	16	19	19	19
	GPM	4.4	6.8	9.3	11.6	14.0	16.3	18.6
1800	LPM	17	26	35	44	53	62	70
1000	HP	11	16	21	27	30	31	30
	kW	8	12	16	20	22	23	23
	GPM	5.2	8.1	10.9	13.6	16.4	19.1	21.8
2100	LPM	20	30	41	51	62	72	83
2100	HP	12	19	25	31	35	36	35
	kW	9	14	18	23	26	27	26
	GPM	6.0	9.3	12.5	15.6	18.8	21.9	25.1
2400	LPM	23	35	47	59	71	83	95
2400	HP	14	21	28	35	40	41	40
	kW	11	16	21	26	30	31	30
	GPM	7.7	11.7	15.7	19.6	23.7	27.6	31.5
3000	LPM	29	44	59	74	90	104	119
3000	HP	18	27	35	44	50	51	51
	kW	13	20	26	33	37	38	38

Performance data shown are the average results based on a series of laboratory tests of production units and are not necessarily representative of any one unit. Tests were run with the oil reservoir temperature at 120° F and viscosity 150 SUS at 100° F.

NOTE: Pump output flow is at the maximum rated pressure.

PGM315 Motor Performance Data

			Gear Widths								
Speed RPM	Output Torque		") psi		/4" 0 psi		/2" 0 psi		3/4" 0 psi		.") psi
		Α	В	Α	В	Α	В	Α	В	Α	В
900	in/lbs	7.1	665	8.3	830	9.6	940	10.9	965	12.2	950
900	Nm	27	75.1	32	93.8	37	106.2	41	109.0	46	107.3
1200	in/lbs	8.8	665	10.5	830	12.2	940	13.8	965	15.5	950
1200	Nm	33	75.1	40	93.8	46	106.2	52	109.0	59	107.3
1500	in/lbs	10.6	660	12.6	825	14.7	935	16.7	955	18.8	945
1500	Nm	40	74.6	48	93.2	56	105.6	63	107.9	71	106.8
1800	in/lbs	12.3	655	14.7	820	17.2	930	19.6	950	22.1	940
1000	Nm	46	74.0	56	92.6	65	105.1	74	107.3	84	106.2
2100	in/lbs	14.0	655	16.8	820	19.7	930	22.5	950	25.4	940
2100	Nm	53	74.0	64	92.6	75	105.1	85	107.3	96	106.2
2400	in/lbs	15.7	640	18.9	800	22.2	910	25.4	930	28.8	920
2400	Nm	59	72.3	72	90.4	84	102.8	96	105.1	109	103.9
3000	in/lbs	19.0	640	23.0	800	27.2	905	31.2	925	35.3	915
3000	Nm	72	72.3	87	90.4	103	102.3	118	104.5	134	103.4

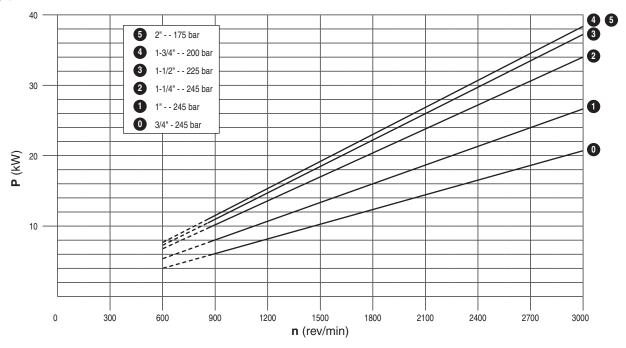
A: Input Flow GPM/LPM; B: Output Torque IN/LBS/Nm

NOTE: In accordance with our policy of continuing product development, we reserve the right to change specifications shown in this catalog without notice.

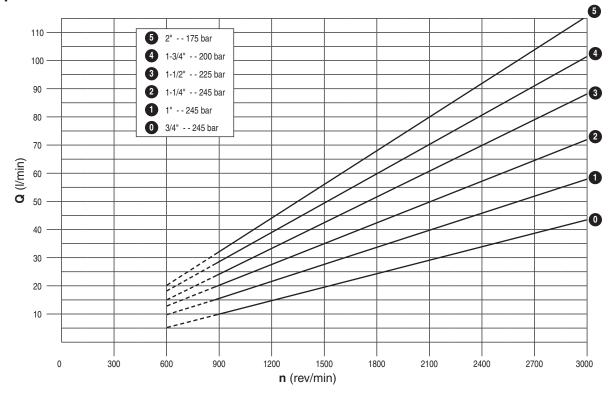


PGP/PGM315 Performance Charts

Input

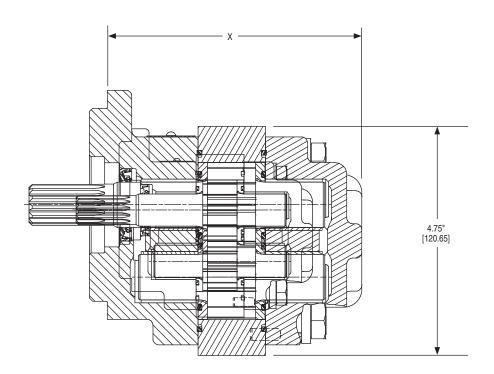


Output



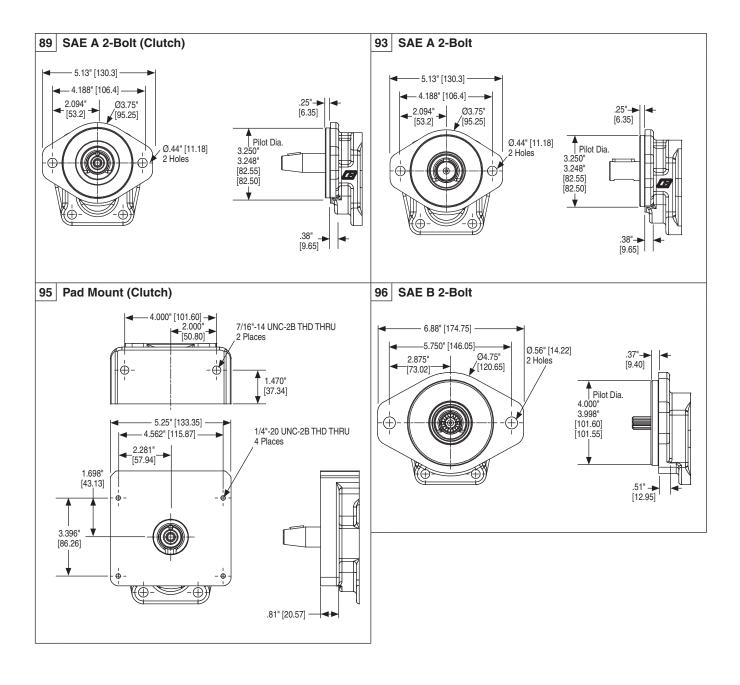


PGP/PGM315 Shaft End Cover

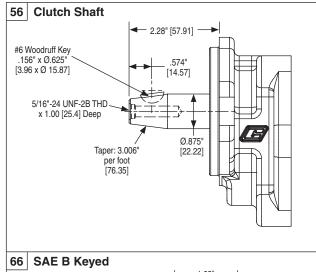


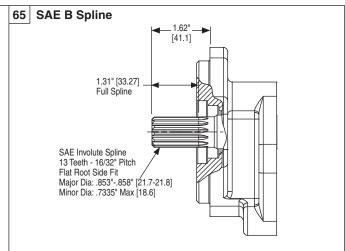
	X DIMENSION						
Code	05	07	10	12	15	17	20
89	4.78"	5.03"	5.28"	5.53"	5.78"	6.03"	6.28"
	[121.41]	[127.76]	[134.11]	[140.46]	[146.81]	[153.16]	[159.51]
93	4.78"	5.03"	5.28"	5.53"	5.78"	6.03"	6.28"
	[121.41]	[127.76]	[134.11]	[140.46]	[146.81]	[153.16]	[159.51]
95	5.52"	5.77"	6.02"	6.27"	6.52"	6.77"	7.02"
	[140.21]	[146.56]	[152.91]	[159.26]	[165.61]	[171.96]	[178.31]
96	4.78"	5.03"	5.28"	5.53"	5.78"	6.03"	6.28"
	[121.41]	[127.76]	[134.11]	[140.46]	[146.81]	[153.16]	[159.51]

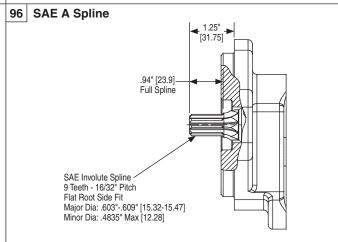


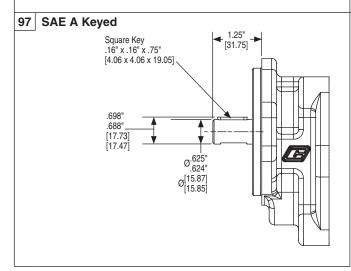












Shaft Sty	le	Integral: 1	Maximum Torque		
		2 pieces: 2	lb-ft	Nm	
0.45.4	Splined - 9 Teeth	1 2	80	109	
SAE A	5/8" Keyed	1 2	62 -	84	
0455	Splined - 13 Teeth	1 2	242	328	
SAE B	7/8" Keyed	1 2	167 -	226	
045.00	Splined - 15 Teeth	1 2	-	-	
SAE BB	1" Keyed	1 2	-	-	
SAE C Splined - 14 Teeth 1.25" Keyed		1 2	-	-	
		1 2	-	-	
Connecting	Shaft (201) Pink		90	122	

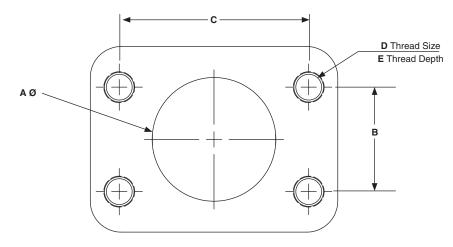
Torque (lb-ft) = Pressure (PSI) x Displacement (in³/rev)
75.4

Torque (Nm) = Pressure (Bar) x Displacement (cc/rev)



SAE Flanged Ports UNC Thread (SSS)

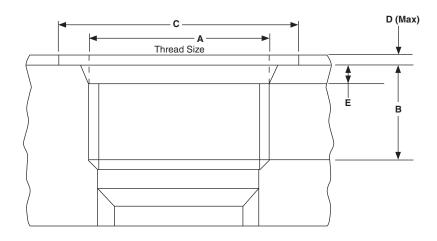
	4	E	3	С		D	E	
inch	mm	inch	mm	inch	mm	UNC	inch	mm
0.50	12.7	0.69	17.5	1.50	38.1	5/16"-18	0.94	23.9
0.75	19.1	0.88	22.3	1.88	47.7	3/8"-16	0.88	22.4
1.00	25.4	1.03	26.2	2.06	52.2	3/8"-16	0.88	22.4
1.25	31.8	1.19	30.2	2.31	58.7	7/16"-14	1.12	28.4
1.50	38.1	1.41	35.7	2.75	69.9	1/2"-13	1.06	26.9
2.00	50.8	1.69	42.9	3.06	77.8	1/2"-13	1.06	26.9
2.50	63.5	2.00	50.8	3.50	88.9	1/2"-13	1.19	30.2





SAE Straight Thread (ODT)

ODT	Α	E	3	(E	
ODI	UNF	inch	mm	inch	mm	inch	mm	inch	mm
1/2"	3/4"-16	.56	14.3	1.19	30.2	.09	2.4	.10	2.55
5/8"	7/8"-14	.66	16.7	1.34	34.1	.09	2.4	.10	2.55
3/4"	1-1/16"-12	.75	19.1	1.62	41.3	.09	2.4	.13	3.30
1"	1-5/16"-12	.75	19.1	1.91	48.5	.09	2.4	.13	3.30
1-1/4"	1-5/8"-12	.75	19.1	2.27	57.7	.09	2.4	.13	3.35
1-1/2"	1-7/8"-12	.75	19.1	2.56	65.0	.09	2.4	.13	3.35
2"	2-1/2"-12	.75	19.1	3.48	88.4	.09	2.4	.13	3.35





PGP/PGM 300/400 Series Gear Pumps & Motors

PG 1 315 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 6 6 7 7 10

Code	1 – Type
Р	Pump (PE for flurocarbon seals)
M	Motor (no tandem motors available)

Code	2 – Unit
A	Single Unit
В	Tandem Unit (flush studs)
L	Unit with Extended Studs

Code	3 - Shaft End Cover
1	Pump, cw w/o O.B. bearing
2	Pump, ccw w/o O.B. bearing
9	Motor, bi-rot w/o O.B. bearing + 1/4" ODT drain

Code	4 – Shaft End Cover
89	SAE 2-Bolt for clutch
93	SAE A 2-Bolt
95	Pad Mount for clutch
96	SAE B 2-Bolt

Code	5 – Port End Cover				
SIDE PO	SIDE PORTED				
CW	CCW IN O		OUT		
SAE Spli	t Flange (p	ump)			
EJ	JE	1"	3/4"		
EK	KE	1"	1/2"		
EL	LE	3/4"	3/4"		
EM	ME	3/4"	1/2"		
OE	EO	1"	-		
OF	FO	3/4"	-		
OJ	JO	-	3/4"		
OL	LO	-	1/2		
SAE Spli	SAE Split Flange (motor)				
DR-	DR-Double 1" 1"				
DS -Double		3/4"	3/4"		
Unported (pump)					
BI		Unp	orted		

	Code 5 – Port End Cover (cont.)				
SIDE PORTED (cont.)					
	CW CCW IN OUT				
OD Tube	Porting (pu	ımp)			
FB	BF	1-1/4"	1"		
FC	CF	1-1/4"	7/8"		
FG	GF	1-1/4"	3/4"		
FJ	JF	1-1/4"	5/8"		
FL	LF	1"	1"		
FV	VF	1"	7/8"		
FW	WF	1"	3/4"		
FX	XF	1"	5/8"		
FY	YF	7/8"	7/8"		
FZ	ZF	7/8"	3/4"		
ВС	СВ	7/8"	5/8"		
BG	GB	7/8"	1/2"		
BJ	JB	3/4"	3/4"		
BL	LB	3/4"	5/8"		
BN	NB	3/4"	1/2"		
BV	VB	1-1/4"	-		
BW	WB	1"	-		
вх	ХВ	7/8"	-		
BY	YB	3/4"	-		
BZ	ZB	-	1"		
PD	DP	-	7/8"		
PE	EP	-	3/4"		
PM	MP	-	5/8"		
PN	NP	-	1/2"		
OD TUBE	PORTING	(motor)			
VN-I	Double	1"	1"		
VR-I	Double	3/4"	3/4"		
VQ -Double 1/2" 1/2			1/2"		

Code	Code 5 – Port End Cover (cont.)			
REAR PO				
CW	CCW IN OUT			
OD Tube	Porting (pu	ımp)		
UC	CU	1-1/4"	1"	
UF	FU	1-1/4"	7/8"	
UN	NU	1-1/4"	3/4"	
UD	DU	1"	1"	
UP	PU	1"	7/8"	
UQ	QU	1"	3/4"	
UR	RU	1"	5/8"	
LN	NL	7/8"	7/8"	
LP	PL	7/8"	3/4"	
LQ	QL	7/8"	5/8"	
LR	RL	3/4"	3/4"	
LS	SL	3/4"	5/8"	
LT	TL	3/4"	1/2"	
OD Tube Porting (motor)				
RN-Double 1" 1"			1"	
RQ-	Double	3/4"	3/4"	
RS-E	Double	1/2"	1/2"	
BSPP Po	rting (moto	or)		
RT-E	ouble	1"	1"	
RV-	RV-Double		3/4"	
RW-I	RW-Double		1/2"	
National	Pipe Threa	d (motor)		
RX-	Double	1"	1"	
RY-E	ouble	3/4"	3/4"	
RZ-D	Double	1/2"	1/2"	

Code	6 – Gear Housing
AB	Pump
EB	Motor



PGP/PGM315 Ordering Code (cont.)

PGP/PGM 300/400 Series Gear Pumps & Motors

PG 1 315 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 6 6 7 7 10

Code	7 – Gear Width				
	Gear	in.³	cm³	Pressure	
	Width	/rev.	/rev.	psi	bar
05	1/2"	.62	10.2	3500	241
07	3/4"	.93	15.2	3500	241
10	1"	1.24	20.3	3500	241
12	1-1/4"	1.55	25.4	3500	241
15	1-1/2"	1.86	30.5	3300	228
17	1-3/4"	2.17	35.6	2900	200
20	2"	2.48	40.6	2500	172

Code	8 - Drive Shaft	
56	Clutch Pump Tapered, 5/16 - 24 thd. (internal), #6 Woodruff Keyed (single unit only); 1:4 taper	
65	SAE B Splined	
66	SAE B Keyed	
96	SAE A Splined	
97	SAE A Keyed	
For Single or Tandem Units - unless noted		

Code	9 – Bearing Carriers			
DUAL	OUTLET	- PUMP	ONLY	
numbe	s: for clockwise porting the top port or comes first; for counter-clockwise the bottom port number comes first			
CW	ccw	IN	OI	JT
SAE S	plit Flan	ge		
CA	AC	1-1/4"	3/4"	3/4"
DA	AD	1-1/4"	3/4"	1/2"
EA	AE	1-1/4"	1/2"	1/2"
FA	AF	1"	3/4"	3/4"
GA	AG	1"	3/4"	1/2"
HA	AH	1"	1/2"	1/2"
OD Tul	be Portin	g		
JG	GJ	1-1/2"	1"	1"
KG	GK	1-1/2"	1"	7/8"
LG	GL	1-1/2"	7/8"	7/8"
MG	GM	1-1/2"	1"	3/4"
NG	GN	1-1/2"	3/4"	3/4"
PG	GP	1-1/4"	1"	1"
QG	GQ	1-1/4"	1"	7/8"
RG	GR	1-1/4"	7/8"	7/8"
SG	GS	1-1/4"	1"	3/4"
TG	GT	1-1/4"	3/4"	3/4"
UG	GU	1-1/4"	3/4"	5/8"
VG	GV	1-1/4"	3/4"	1/2"
WG	GW	1-1/4"	5/8"	5/8"
XG	GX	1-1/4"	1/2"	1/2"
YG	GY	1"	1"	1"
ZG	GZ	1"	1"	7/8"
RC	CR	1"	7/8"	7/8"
sc	CS	1"	1"	3/4"
TC	СТ	1"	3/4"	3/4"
VC	CV	1"	3/4"	5/8"
wc	CW	1"	3/4"	1/2"
хс	СХ	1"	5/8"	5/8"
YC	CY	1"	1/2"	1/2"

Code	9 – Beari	ng Carrier	s (cont.)			
SINGLE C	OUTLET - F	UMP ONL	Υ			
Outlet for t	Outlet for front section					
CW CCW IN OUT						
SAE Split	Flange					
CJ	JC	1-1/4"	1-1/4"			
CL	LC	1-1/4"	1"			
CM	MC	1-1/4"	3/4"			
НВ	ВН	1-1/4"	1/2"			
НС	СН	1"	1"			
HF	FH	1"	3/4"			
HL	LH	1"	1/2"			
НМ	МН	3/4"	3/4"			
HN	NH	3/4"	1/2"			
OD Tube Porting						
КВ	ВК	1-1/2"	1-1/2"			
KC	СК	1-1/2"	1-1/4"			
KF	FK	1-1/2"	1"			
KL	LK	1-1/2"	7/8"			
KM	MK	1-1/2"	3/4"			
KN	NK	1-1/4"	1-1/4"			
КО	ОК	1-1/4"	1"			
KP	PK	1-1/4"	7/8"			
KQ	QK	1-1/4"	3/4"			
MB	BM	1-1/4"	5/8"			
ML	LM	1-1/4"	1/2"			
MN	NM	1"	1"			
MQ	QM	1"	7/8"			
MR	RM	1"	3/4"			
MS	SM	1"	5/8"			
MT	TM	1"	1/2"			
MU	UM	3/4"	3/4"			
MV	VM	3/4"	5/8"			
MW	WM	3/4"	1/2"			
Common	Inlet Pass	age				
С	D	No I	Ports			

Code	10 – Connecting Shaft
1	Connecting Shaft
For connecting tandem units	







Notes	



PARKER-HANNIFIN CORPORATION OFFER OF SALE

- 1. <u>Definitions</u>. 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, including 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) Goods are warranted against defects in material or workmanship for a period of twelve (12) months from the date of delivery or 2,000 hours of use. whichever occurs first; (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 CONDITIONS, CLAUSE: DISCLAIMER OF WARRANTY, REPRESENTATIONS: THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY, CONDITION, AND REPRESENTATION, PERTAINING TO PRODUCTS. SELLER DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER STATUTORY, CONDITIONS, 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
- **6.** <u>Claims</u>; <u>Commencement of Actions</u>. 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 nonconformance 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. <u>LIMITATION OF LIABILITY</u>. IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE THE NON-CONFORMING PRODUCTS, RE-PERFORM 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.** <u>Loss to Buyer's Property</u>. 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.

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. Buver 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 maieure 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

- Also, Seller shall not be responsible for any loss or damage to Buyer's financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or subcontractors. An event of force majeure in the meaning of these Terms means any circumstances beyond Seller's control that permanently or temporarily hinders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to cancel any orders following its claim of an event of force majeure.
 - 17. Waiver and Severability. Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.
 - 18. Duration. Unless otherwise stated in the Quote, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of one (1) year: and (b) shall automatically renew for successive one-year terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement pursuant to Section 19 of these Terms.
 - 19. Termination. Seller may, without liability to Buyer, terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property,(d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.
 - 20. Ownership of Rights. Buyer agrees that (a) Seller (and/or its affiliates) owns or is the valid licensee of Seller's IP and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer any ownership interest or license in or to Seller's IP to Buyer, unless expressly agreed in writing. Without limiting the foregoing, Seller retains ownership of all Software supplied to Buyer. In no event shall Buyer obtain any greater right in and to the Software than a right in a license limited to the use thereof and subject to compliance with any other terms provided with the Software. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any Software (including firmware) comprising or contained within a Product, except and only to the extent that such activity may be expressly permitted, either by applicable law or, in the case of open source software, the applicable open source license.
 - 21. Indemnity for Infringement of Intellectual Property Rights. Seller is not liable for infringement of any Intellectual Property Rights except as provided in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third-party claim that one or more of the Products infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer (including Seller's use of Buyer's Property); or (ii) directed to any Products for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.
 - 22. Governing Law. These Terms, the terms of any Quote, and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to the sale and delivery of the Products.
 - 23. Entire Agreement. These Terms, along with the terms set forth in the Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the Quote and these Terms, the terms set forth in the Quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with

respect to the subject matter shall have no effect. No modification to these Terms will be binding on Seller unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence, 'clickwrap' or other purported electronic assent to different or additional terms. Sections 2-25 of these Terms shall survive termination or cancellation of any agreement governed by or arising from these Terms.

- 24. No 'Wrap' Agreements/No Authority to Bind. Seller's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Buyer's software or webpage for the placement of orders, is NOT an agreement to Buyer's Terms and Conditions. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.
- 25. Compliance with Laws. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), the U.S. Food Drug and Cosmetic Act ("FDCA"), and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer represents that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, Export Laws, the FDCA and the FDA and certifies that Buver 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.

Supercedes HY09-0300/US August 2021





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