

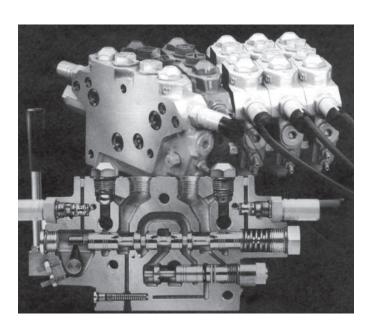
## Bulletin HY14-2101-B2/US

# Series VPL Proportional Valves

Effective: February 1, 2004

Supersedes: Cat. No. PMF-1030 dated 3/98





## / WARNING

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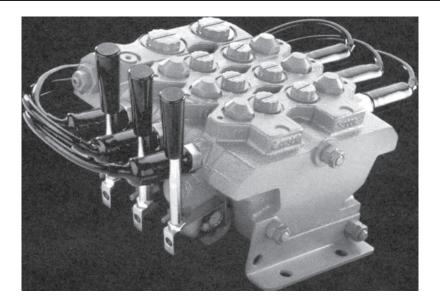
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A combination of practicality and valve design expertise has been combined to give you and your customers a control valve package equaled by none.

### The VPL series valve can:

- Fit into any type of pumping system
- Control the direction of flow
- Regulate flow precisely and repeatedly
- Flow compensates as the function's parameters vary
- Control pressures on inlet and cylinder ports
- Offer dual operating stations with a positive manual lever and remote control, hydraulic or electrical
- Be controlled manually, remote hydraulically or electrohydraulically
- Be stacked to provide the required number of control segments.
- Combine all of your functions requirement into one valve segment
- Be stacked with a VP series valve segment for higher flows

#### The VPL series valve provides efficiency to you by:

- Having available the proper style inlet; bypassing, load sensing etc., for your circuit
- Letting you tailor the C<sub>1</sub> or C<sub>2</sub> port flows to meet the function's flow requirements
- Limiting the function pressure to exactly that which is required for either cylinder port
- Using pressure compensation to give predictable and repeatable flow output

#### The VPL inlet can be:

- Bypassing with relief for fixed pumps
- Bypassing with relief for multiple stacks
- Bypassing with power beyond to other valves for fixed pumps
- Closed center for variable pumps

- Closed center with relief for variable pumps
- Has an integral pilot supply which can be used for both hydraulic and electrical control

#### The VPL directional section will:

- Control direction in 3 ways or 4 ways
- Allow various proportional maximum output flows to the cylinder ports
- Allow different maximum output flows to C<sub>1</sub> port and C<sub>2</sub> port
- Allow shock and suction valves in the cylinder ports
- Limit output pressures to both ports, one port or two ports selectively to less than pump or main relief
- Has interchangeable directional spools
- Provide positive flow stops as a standard feature
- Incorporates an internal sense network for use in load sensing systems
- Can be controlled by direct lever input or by a remote hydraulic or electrical signal

#### The VPL stacking plate provides:

- Additional P & T ports for circuit simplification
- Simplifies the load sense circuit by eliminating external shuttles
- Closes off the stack in a positive yet efficient fashion
- Optional external pilot drain

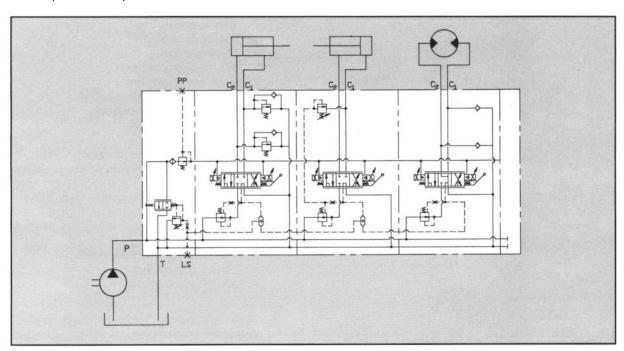
The **VPL** utilizes the Pulsar<sup>®</sup> for electrohydraulic control. The Pulsar<sup>®</sup> is:

- Available in 12 or 24 VDC configuration
- Intrinsically safe as an option
- Available for marine applications as an option
- Can be microprocessor driven because of its low power requirements (less than 500 mA)
- Is available in an ON/OFF as an option

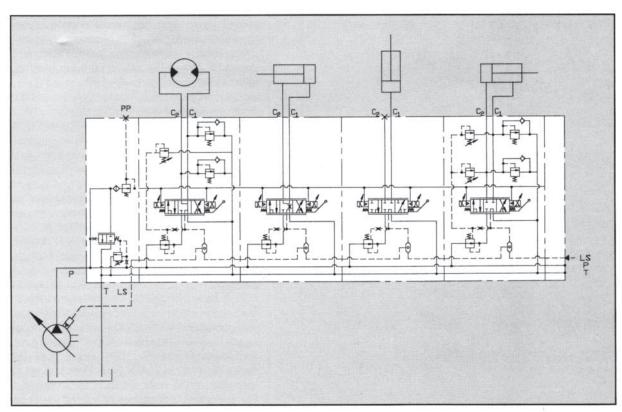


## **Examples**

## 1. Sample fixed displacement circuit

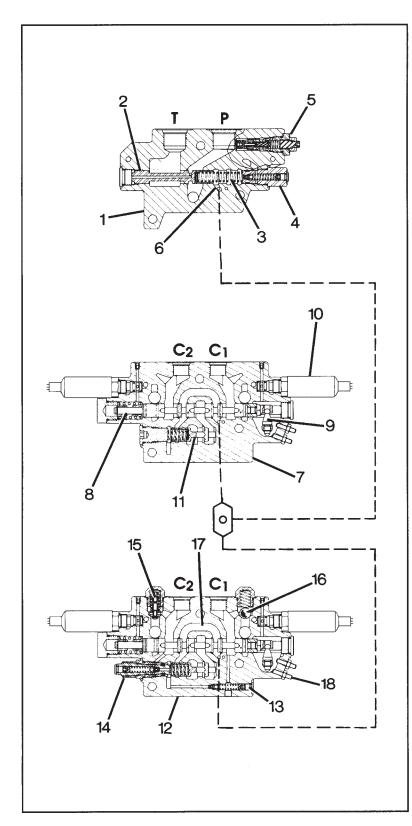


## 2. Sample load sensing circuit





#### **VPL** - sectional drawing



- 1. Bypass inlet body
- 2. Bypass spool
- 3. Bypass spring
- 4. Relief cartridge
- 5. Pilot reducing cartridge
- 6. Load sense passage
- 7. VPL body standard, no options
- 8. Flow control spool assembly
- Mechanical override
- 10. Pulsar solenoid
- 11. Segment compensation spool
- VPL body with work port options and pressure limiters
- 13. Pressure limiter adjustment, C2 port
- 14. Pressure limiter adjustment, C1 port
- 15. Work port relief with anticavitation check cartridge
- 16. Work port anticavitation check
- 17. Load sense passage
- 18. Mechanical flow limiters

When the fixed displacement pump is started, oil enters the valve assembly at "P" on the inlet body (1). The load sense passage (6) is vented to tank whenever the flow control spools are centered in the work sections. The pump's flow is bypassed at the bypass spring (3) pressure of 200 psi to the "T" port. A load sense signal causes the bypass spool (2) to close until the supply of oil reaches a pressure equal to load sense pressure plus 200 psi from the bypass spring (3). When the load sense pressure rises to the main relief cartridge's (4) setting, the load sense signal is relieved, allowing the bypass spool (2) to shift open, unloading the pump. The standard VPL section (7) is actuated by energizing the Pulsar (10). The flow control spool (8) shifts, allowing proportional control. The individual compensation spool (11) maintains a constant pressure drop across the meter-in land, independent of supply or load pressure variations. The direct acting mechanical override linkage (9) can provide pressure compensated directional proportional flow control for a manual control station or emergency override. The VPL body with work port options and dual individual pressure limiters (12) provides these features in a compact package. The pressure of the load sense passage (17) is limited by the C2 port pressure limiter (13) or the C<sub>1</sub> port pressure limiter (14), depending on which work port is pressurized. The relief with anticavitation check cartridge (15) protects the C2 work port and an anticavitation check (16), which also provides make-up oil to the work port. Flow limiters (18) are standard on all work sections, providing maximum flow limitation, independently for each work port.

## Proportional Valve Series VPL

## **Specifications**

### **VPL Valve General Specifications**

**Operating Pressure:** 

 Pressure supply port
 5000 psi (3500 bar)

 Cylinder ports
 5000 psi (3500)

 Tank ports
 200 psi (140 bar)

 Spool flow ratings\*
 1.3 2.5 4 7 11. 17, 24 30 gpm (5, 10, 15, 25, 40, 65, 90, 114 L/min)

 Spool/cylindar port configuration
 Closed, restricted open, open (motor)

Recommended filtration SAE Class 5 (17/14-ISO 4406)
Fluid temperature range -40°F to 195°F (-40°C to 90°C)
Maximum fluid temperature 250°F (121°C)

Ambient temperature range -40°F to 190°F (-40°C to 88°C) Fluid viscosity range 1500 to 30 SUS (323 to 1,1 cSt)

Seal material Buna-N Mounting attitude Unrestricted

#### \* Additional flow ratings available, consult factory

#### **VPL Manual Control**

Angle for full spool shift . . . . . . . . . . . . +/- 20°

Four handle adapter positions from horizontal +30° to -90° in 15° increments. Horizontal adapter position standard.

#### **VPL Hydraulic Control**

Pressure required for standard spools:

Deadband 80 psi (5,5 bar)
Fullstroke 220 psi (15,2 bar)

Reduced 350 psi (24 bar) pilot supply available from inlet

#### **VPL Electrohydraulic Control**

Step response:

 0% to 100%
 300 milliseconds

 100 to 0%
 150 milliseconds

Standard and Marine Solenoids

 Coil resistance (12 VDC)
 28.0 OHMS at 70°F (21°C)

 (24 VDC)
 65.0 OHMS at 70°F (21°C)

 Operating voltage range
 12 +/- 3 VDC

Flying leads (marine solenoid)

Intrinsically Safe Solenoids

PWM frequency ...... 33 Hz

## Pulsar products comply with the following standards for use in hazardous environments:

US Code of Federal Regulations Title 30 - Mineral Resources. . . . MSHA Evaluations IA-627-0, IA-14328-0

CENELEC European Norms EN50014 - 1977 ...... NEMKO Evaluation 90.114

and EN 50020-1977 EEx ib IIA T4,  $I_{max} = 300$ mA, 12VDC,  $I_{eq} = 2.25$ mH,  $C_{eq} = 0.25$ mH,  $C_{eq} =$ 

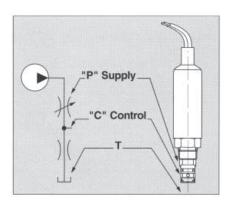
EEx ib IIB T4,  $I_{max} = 250$ mA, 9VDC,  $L_{eq} = 2.25$ mH,  $C_{eq} = 0$ 

EN 50014 - 1977 and EN 50028 - 1987 . . . . . . . . . . . NEMKO Evaluation 90.277X, EEx m || T4

#### All values typical



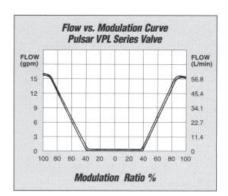
## THE VPL VALVE



## THE UNIQUE PULSAR PROPORTIONAL SOLENOID FOR PILOT PRESSURE CONTROL

Electrical control of the VPL Series valve is achieved with the patented Pulsar electrohydraulic pilot valve. This pilot pressure control uses digital electronics to provide a pressure control which is linear and repeatable. Being a truly digital device means that the valve is either open or closed. This results in a device in which the current draw (less than 500 mA) is controllable in the simpler electronic circuits. These electronics use PWM type drive to vary the modulation ratio, on time versus off time to provide smooth valve operation. Valve resolution is optimized and gives a valve output of low hysteresis which results in predictable machine performance.

This Pulsar digital technology does not have the same sensitivity to viscosity and contamination as servo valves or other pilot sources. Since it is manufactured in cartridge form, serviceability is easy and there are no null or center adjustments.



## Work Segment Operators:

SYMBOL	DESCRIPTION			
VNL ************************************	MANUAL CONTROL Spring centered Handle mounting in line or 90° to adapter Adapter mounting +30° to -90° in 15° increments Conversion capability to electrohydraulic proportional			
WIL.	HYDRAULIC REMOTE CONTROL     Spring centered     Pilot supply available from valve stack inlet     Conversion capability to electrohydraulic proportional			
WQL	ELECTROHYDRAULIC ON/OFF CONTROL  Spring centered  Available in 12 or 24-volt coils  PWM Signal not required  Internal pilot supply available from valve stack inlet			
WPL **********	ELECTROHYDRAULIC PROPORTIONAL CONTROL  Spring centered  Available in 12 or 24-volt coils  Pulse width modulation control  Internal pilot supply available from valve stack inlet			



## **VPL Product Code Number**

## A Inlet Types:

SYMBOL	DESCRIPTION
P	Bypass type inlet with adjustable relief valve feature     For use with fixed displacement pumps     Integral pilot reducing valve cartridge with 40 micron screen
PP PP T T T T T T T T T T T T T T T T T	Bypass type inlet with Power-Beyond Feature and adjustable relief valve  For use with fixed displacement pumps Power-Beyond feature provides priority to working segments in this valve assembly and allows for excess oil to be used by downstream valve assemblies to full system pressure External relief valve required to protect valve stacks Integral pilot reducing valve cartridge with 40 micron screen
P - PP	<ul> <li>Load sensing type inlet</li> <li>For use with variable displacement pumps</li> <li>Load sensing port is plugged for use with pressure compensated pump</li> <li>Integral pilot reducing valve with 40 micron screen</li> </ul>
PP	<ul> <li>Load sensing type inlet with adjustable relief valve feature</li> <li>For use with variable displacement pumps</li> <li>Load sensing port is plugged for use with pressure compensated pump</li> <li>Integral pilot reducing valve with 40 micron screen</li> </ul>



## B Work Segments

SYMBOL	DESCRIPTION					
C2 C1 C1 C2	Work segment with individual compensator  Pressure compensated for constant flow at any load/supply pressure condition  Manual operator linkage standard  Load sense shuttle logic standard  Mechanical flowstop standard					
VPL* 247-*33*-0000	<ul> <li>Work segment with individual compensator and common C<sub>1</sub> and C<sub>2</sub> pressure limiter</li> <li>Pressure compensated for constant flow at any load/supply pressure condition</li> <li>Manual operator linkage standard</li> <li>Load sense shuttle logic standard</li> <li>Mechanical flowstop standard</li> <li>Common cylinder port pressure limitation for same reduced maximum pressure at C<sub>1</sub> and C<sub>2</sub> ports</li> </ul>					
VPL*247-*43*-0000	Work segment with individual compensator and individual C <sub>1</sub> and C <sub>2</sub> pressure limiter  Pressure compensated for constant flow at any load/supply pressure condition  Manual operator linkage standard  Load sense shuttle logic standard  Mechanical flowstop standard  Dual individual cylinder port pressure limitation for separate reduced maximum pressures at C <sub>1</sub> and C <sub>2</sub> ports					
VPL*247-*53*-0000	Work segment with individual compensator and C <sub>1</sub> pressure limiter  Pressure compensated for constant flow at any load/supply pressure condition  Manual operator linkage standard  Load sense shuttle logic standard  Mechanical flowstop standard  Single cylinder port pressure limitation for reduced maximum pressure on only the C <sub>1</sub> port					



## C Work Segment Work Port Options

SYMBOL	DESCRIPTION
VPL* 247-*23*-22**	Relief with anticavitation valve  Pressure compensated for constant flow at any load/supply pressure condition  Manual operator linkage standard  Load sense shuttle logic standard  Mechanical flowstop standard  Direct-acting relief valve with anticavitation check valve  Available for either work port or both
VPL* 247-*23*-3300	Anticavitation valve     Pressure compensated for constant flow at any load/supply pressure condition     Manual operator linkage standard     Load sense shuttle logic standard     Mechanical flowstop standard     Anticavitation check valve     Available for either work port or both

## D Stacking Plate

SYMBOL	DESCRIPTION
US P E E E E E E E E E E E E E E E E E E	No ports included     External pilot drain available (VOL 0002-0+0+)
LS P P T	Stacking plate with ports  Pressure tank & shuttle (load sense) ports included  Shuttle port for consolidating plumbing of load sense circuits (includes shuttle ball)  Tank port required when stack has a power-beyond inlet  Shuttle port must be connected to auxiliary load sense  External pilot drain available (VOL 1112-0+0+)
VOL 1111-0*0*	
LS P	<ul> <li>Stacking plate with plugged ports</li> <li>Pressure and tank load ports included</li> <li>Tank port required when stack has a power-beyond inlet</li> <li>All ports fitted with steel plugs</li> <li>Shuttle port not useable</li> <li>External pilot drain available (VOL 5552-0+0+)</li> </ul>
VOL 5551-0*0*	



## **E** Work Segment Spools

SYMBOL	DESCRIPTION
	VENTED OPEN  • 4 way, 3 position  • Cylinder ports open to tank in neutral for venting valves  • Flow restricted 0.5 gpm at 100 psi (2 L/min at 7,0 bar)
VPL*14	
	<ul> <li>CLOSED</li> <li>4 way, 3 position</li> <li>Cylinder ports closed to tank in neutral</li> <li>Low leakage version available</li> </ul>
VPL*24	
VPL*33	<ul> <li>CLOSED</li> <li>3 way, 3 position</li> <li>Cylinder port closed to tank in neutral</li> <li>C<sub>2</sub> port plugged</li> <li>Flow metering out is flow compensated with remote hydraulic and electrohydraulic actuated</li> <li>Low leakage version available</li> </ul>
VPL*34	<ul> <li>CLOSED/VENTED OPEN</li> <li>4 way, 3 position</li> <li>C₁ port closed, C₂ port open to tank in neutral for venting valves</li> <li>Flow restricted 0.5 gpm at 100 psi (2 L/min at 7,0 bar)</li> <li>Low leakage version available</li> </ul>
VPL*44	OPEN (MOTOR)  • 4 way, 3 position  • Cylinder ports open to tank in neutral for motors  • Open flow 15 gpm at 50 psi (57 L/min at 3,5 bar)

## **SPOOL FLOW TABLE**

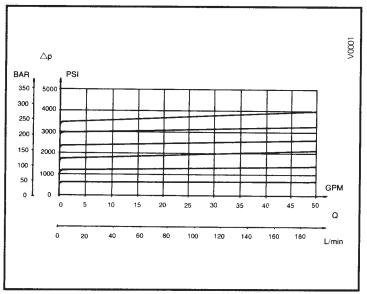
Spool I.D. Code	GРM	L/min
Α	1.3	5
1	2.5	10
2	4	15
3	7	25
4	11	40
5	17	65
6	24	90
7	30	114

### **NOTES**

- 1) Intermediate flow rates available.
- 2) Dual flows  $C_1/C_2$  available, consult factory.
- 3) Additional flow ratings available, consult factory.

## INLET

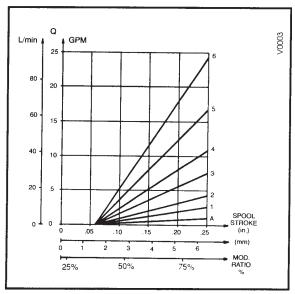
Inlet pressure relief valve characteristic



Pressure setting made at 1 gpm (4 L/min)

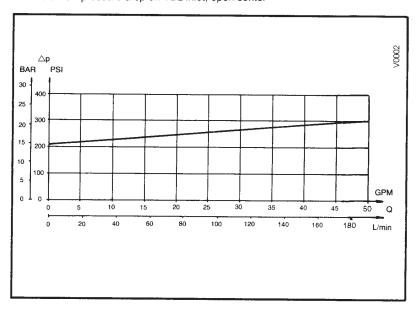
## **WORK SEGMENT**

Pressure-compensated flow gain characteristic



The curves are shown for spool I.D. numbers 1 through 6

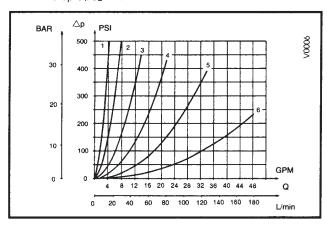
Neutral flow pressure drop on VBL inlet, open center



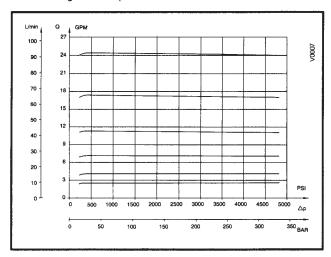


## Work Segment (continued)

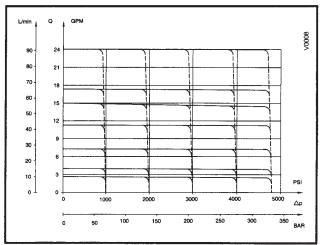
### Pressure drop $C_1/C_2 \rightarrow T$



#### Individual segment compensator characteristic

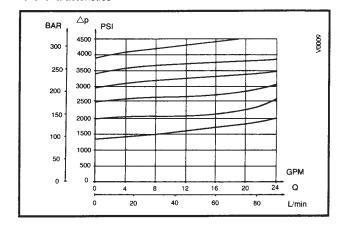


#### Pressure limiter characteristic

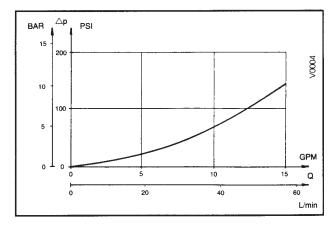


## **WORK PORT OPTIONS**

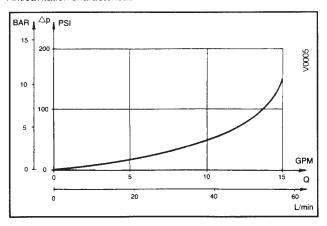
#### Relief with anticavitation valve Relief characteristics



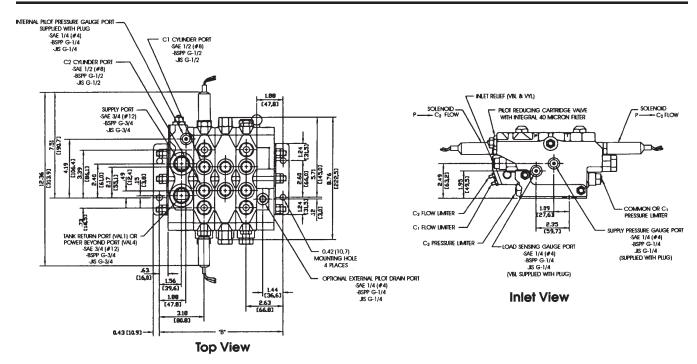
Relief with anticavitation valve Anticavitation characteristic

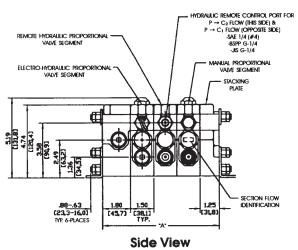


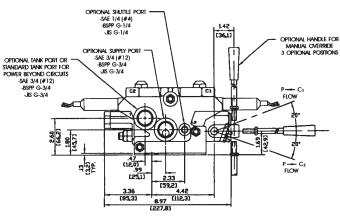
Anticavitation valve Anticavitation characteristic



### **Dimensions**







#### WEIGHTS (APPROX)

STACKING PLATE....7.0 LBS. (3,2 KG) WORK SEGMENT....10.0 LBS. (4,5 KG) INLET VALVE.........10.0 LBS. (4.5 KG)

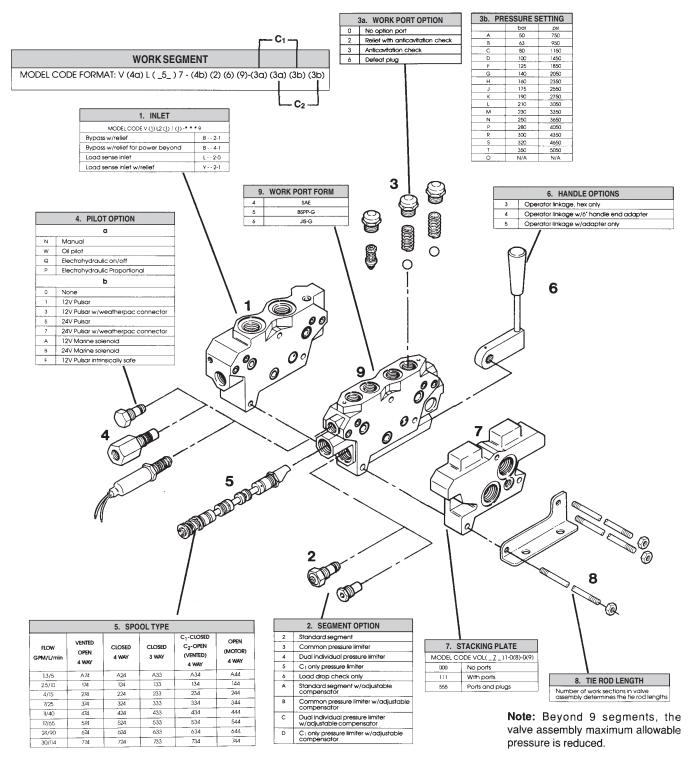
DIMENSIONS ARE IN INCHES (mm)

## Stacking Plate View

NUMBERS OF SEGMENTS	A (in/mm)	B (in/mm)			
1	4.55 (115,5)	5.80 (147,3)			
2	6.05 (153,6)	7.30 (185,4)			
3	7.55 (191,7)	8.80 (223,5)			
4	9.05 (229,8)	10.30 (261,6)			
5	10.55 (267,9)	11.80 (299,7)			
6	12.05 (306,0)	13.30 (337,8)			
7	13.55 (344,1)	14.80 (375,9)			
8	15.05 (382,2)	16.30 (414,0)			
9	16.55 (420,3)	17.80 (452,1)			



## **Assembly Specifications**



**EXAMPLE:** A 10 GPM, closed cylinder port, 3 position, 4 way, proportional, 12V Pulsar w/weatherpac connector, individually compensated valve, dual individual pressure limiter ( $C_1$  at 1300 psi and  $C_2$  at 2500 psi), 6" nonremovable handle, SAE ports,  $C_1$  port anticavitation and  $C_2$  port relief with anticavitation at 2750 psi is: VPL5247-3444-320K

 $\begin{tabular}{ll} \textbf{ASSEMBLY KITS}: Assembly kits include tierods, nuts, jam nuts, shuttleballs and mounting feet. \end{tabular}$ 

VAL\*K1---Number of work segments (1-9)



# Proportional Valve **Series VPL**

## **Assembly Order Form**

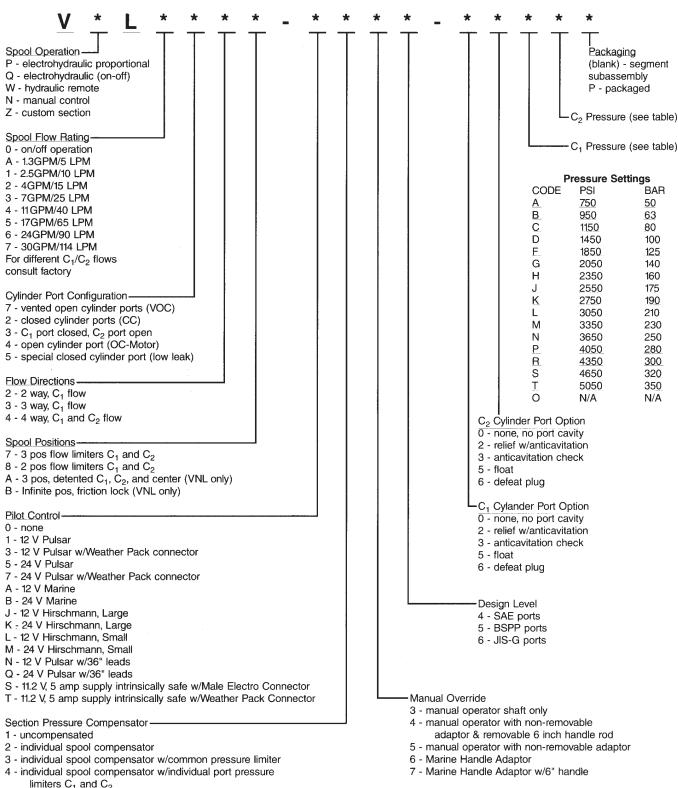
Customer						-						
							VPL S	Series				
							Valve Assembly Code: VAL					
Author Date						-						
INLET						STA	CKING	PLATE	□ with	ports	□ withou	ut ports
Pump typ	oe: 🗅 fix	xed 🗅 va	ariable 🗆	l loa	ad sensing					,		•
Relief/Co	omp setting	ı	ı	osi		Р	) open	Τ□	onen			
					nin.)			ed 🗆				
Power Be				`	,	LS						
Power Beyond: ☐ yes ☐ no Ports						Plugge	d (no shut	tle ball)				
	P open T open						ball (requi					
_ р	☐ plugged ☐ plugged					Num	ber Of W	ork Segm	ents			
Electrica	al Control	(Pulsar )										
Voltage												
							Intrinsi	cally Safe				
		INFORMA		. /F\	DDE0 II	MATER (0)	0.5	ODT ODT	ON (0)	0.5	ODT ODT	ON (0)
	SEGMENT FUNCTION					IMITER (2)	C1 PORT OPTION (3)  Relief   Anticav   Defeat		, ,	C2 PORT OPTION (3)  Relief   Anticav   Defeat		
Example*	Boom L		10	10	C <sub>1</sub>	2500	110.1101	3	201001	К	71111001	20.000
1st												
2nd												
3rd												
4th												
5th												
6th												
7th												
8th												
9th												
SEGMENT		VALVE A	CTUATOR									
POSITION	MANUAL	REMOTE	ON/OFF	CTRI	PROP		NOTE	S AND / OR	SPECIAL	NSTRUCT	IONS	
Example			ON/OI I	'	X							
lst												
2nd						., .,						
3rd				<del>   </del>								
Ath				+	<del></del>							

<sup>\*</sup> Model Code VPL5247-3444-320K



5th 6th 7th 8th

## Ordering Information



- limiters C<sub>1</sub> and C<sub>2</sub>
- individual spool compensator w/pressure limiter C<sub>1</sub> only
- 6 load drop check



## Proportional Valve **Series VPL**

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- **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 18 months from date of shipment from Parker Hannifin Corporation. 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 thereto. 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.

9/91-P



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Parker Hannifin Corporation
Hydraulic Valve Division
520 Targes Avenue

520 Ternes Avenue Elyria, Ohio, USA 44035 Tel: (440) 366-5200 Fax: (440) 366-5253

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