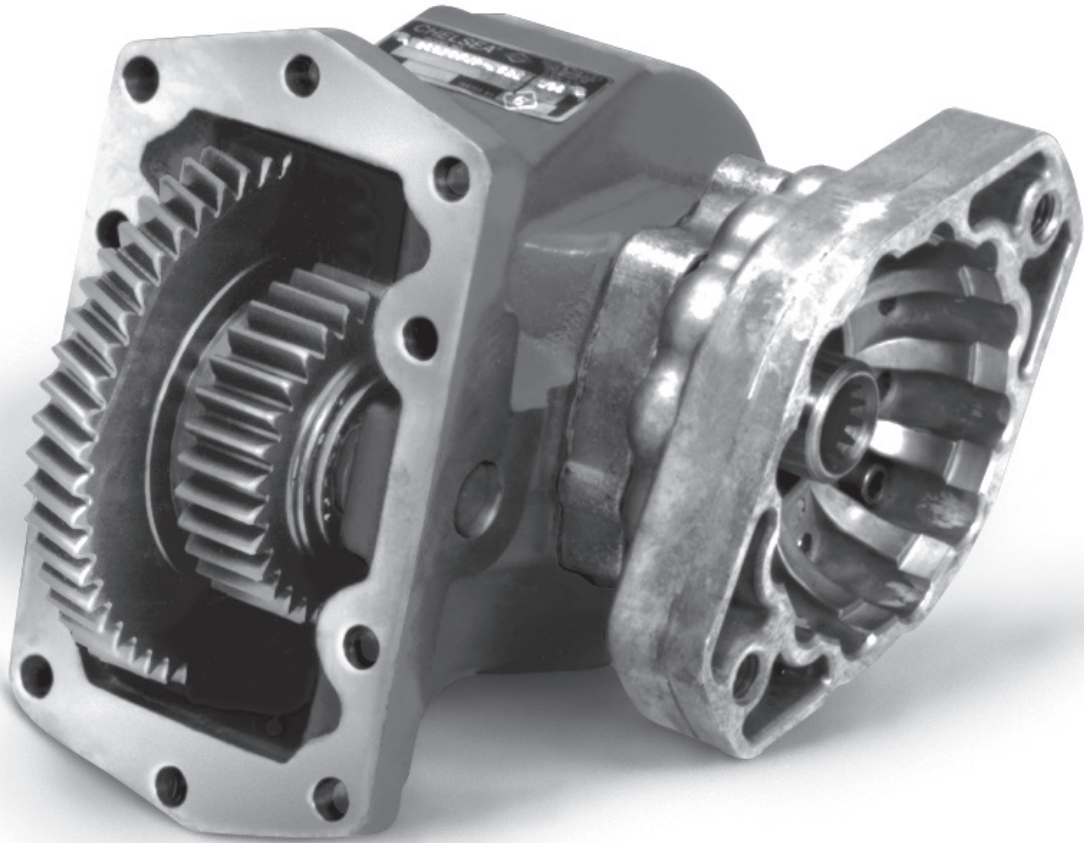


Effective: HY25-2267-M1/US May 15, 2023
Supersedes: HY25-2267-M1/US November 15, 2022



Power Take-Offs Parts List

267 Series

NOTE: This Parts List is a comprehensive list of parts. Some parts may be no longer available and are subject to obsolescence at any time. Parts availability is not guaranteed.



WARNING — User Responsibility

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS DESCRIBED HEREIN OR RELATED ITEMS CAN CAUSE DEATH, PERSONAL INJURY AND PROPERTY DAMAGE.

This document and other information from Parker Hannifin Corporation, its subsidiaries and authorized distributors provide product or system options for further investigation by users having technical expertise.

The user, through its own analysis and testing, is solely responsible for making the final selection of the system and components and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application, follow applicable industry standards, and follow the information concerning the product in the current product catalog and in any other materials provided from Parker or its subsidiaries or authorized distributors.

To the extent that Parker or its subsidiaries or authorized distributors provide component or system options based upon data or specifications provided by the user, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the components or systems.

Offer of Sale

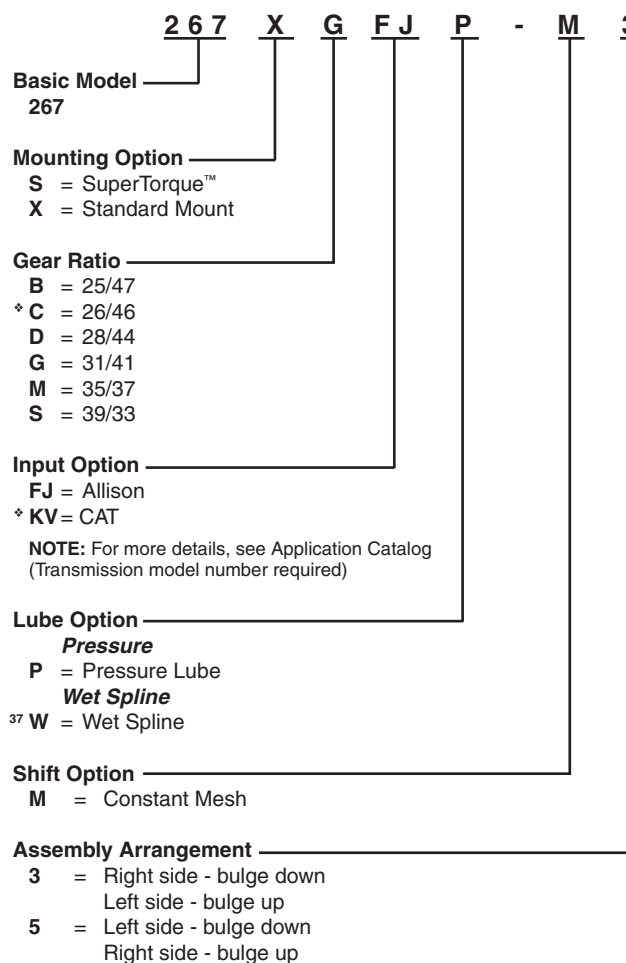
The items described in this document are hereby offered for sale by Parker Hannifin Corporation, its subsidiaries or its authorized distributors. This offer and its acceptance are governed by the provisions stated in the "Offer of Sale".



WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

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Model Number Designator

Parts List
267 Series

Output Option

Driveline Output

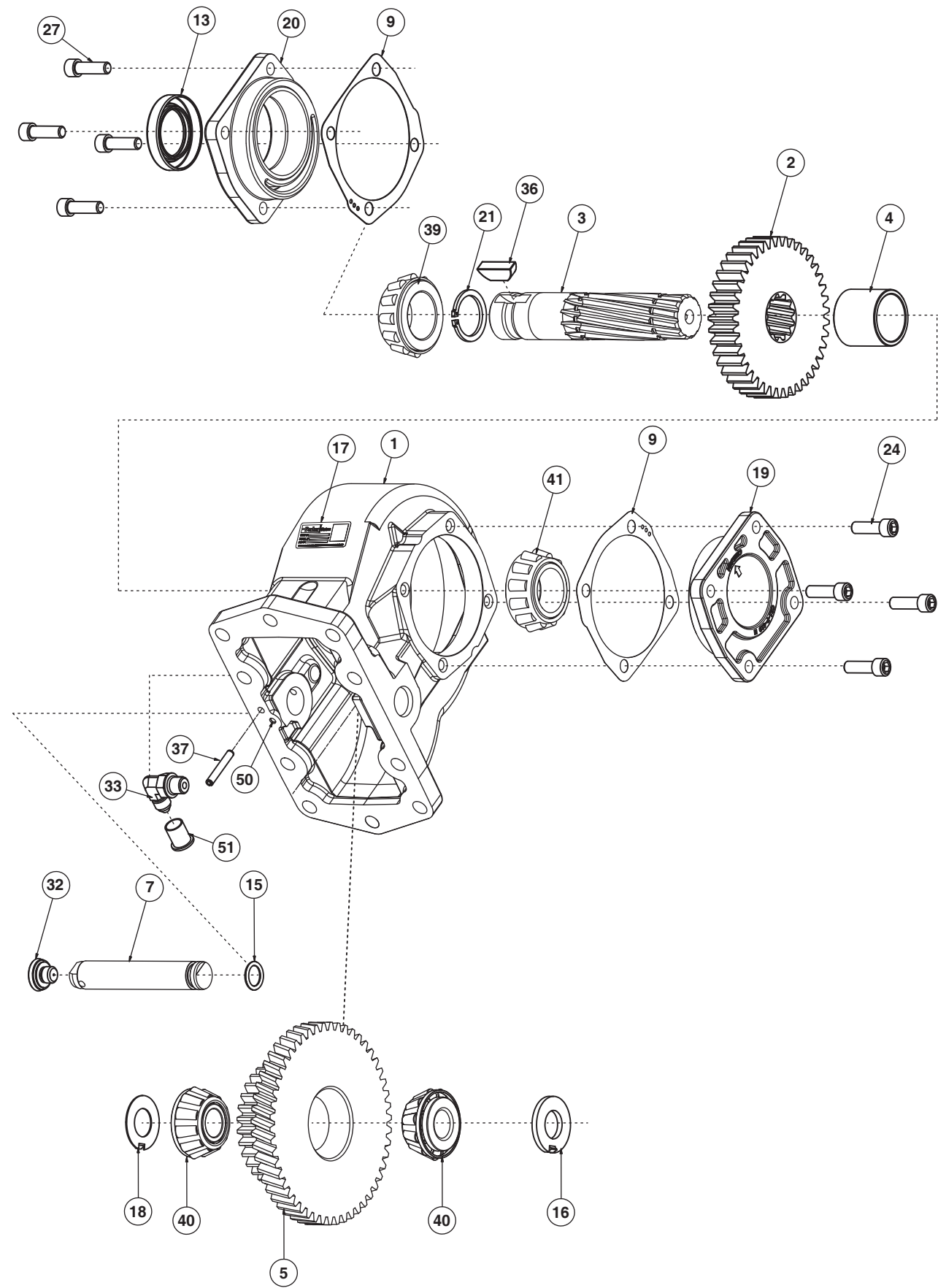
- XD = Rd Standard Shaft (1-1/4"-5/16" Key)
¹³XX = 1-1/4" Tapered Output Shaft w/ Keyway

Pump Mount

- *AA = Special Pump for England
 AW = SAE B 2 or 4-Bolt Flange, SAE C Shaft (1-1/4"-14T)
 XE = SAE A 2 or 4-Bolt Flange, SAE A Shaft (5/8"-9T)
 AK = SAE B 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 AZ = SAE B 2-Bolt Flange, SAE C Shaft (1-1/4"-14T)
²³XK = SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8"-13T)
⁵⁹XQ = SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8"-13T)
 *XG = SAE A 2-Bolt Bolt, Non Standard Shaft (3/16"-4T)
 XR = Chelsea Special (Cloverleaf),
 SAE B Shaft (7/8"-13T)
 *XJ = SAE A 2-Bolt Flange, Non Standard Shaft
 *XM = Non Standard 6-Bolt, Non Standard Shaft
 *XN = Non Standard 6-Bolt, SAE B Shaft (7/8"-13T)
 XP = SAE A 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 XO = Rotatable SAE A Pilot, 2 Bolt Flange
 Non Standard Shaft (3/4"-13T)
 XL = SAE A 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 XV = SAE A 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 *FF = SAE B Pump Flange, SAE B Shaft
 XY = ISO 7653 Pump Mount DIN 5462 Shaft
 AF = SAE B 2 or 4-Bolt Flange, SAE BB Shaft (1"-15T)
 GA = Greaseable SAE B 2-Bolt Rotatable Flange,
 SAE B Shaft (7/8"-13T)
 GB = Greaseable SAE B 4-Bolt Rotatable Flange,
 SAE B Shaft (7/8"-13T)
 GK = Greaseable SAE B 2 or 4-Bolt Flange,
 SAE B Shaft (7/8"-13T)
⁵⁹GQ = Greaseable SAE B 2 or 4-Bolt Flange,
 SAE B Shaft (7/8"-13T)
 *GH = Greaseable SAE B 2-Bolt Rotatable Flange,
 SAE BB Shaft (1"-15T)
 GF = Greaseable SAE B 2 or 4-Bolt Flange,
 SAE BB Shaft (1"-15T)
 GP = SAE A 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 GE = SAE A 2 or 4-Bolt Flange, SAE A Shaft (5/8"-9T)
 *GJ = Greaseable SAE B 2 or 4-Bolt Flange,
 SAE BB Shaft (1"-15T)
 *GZ = Greaseable SAE B 2 or 4-Bolt Flange,
 SAE C Shaft (1-1/4"-14T)
 GR = Greaseable Chelsea Special (Cloverleaf),
 SAE B Shaft (7/8"-13T)
 *GY = Greaseable ISO 7653 Pump Mounting DIN 5462 Shaft
 RC = Rotatable SAE A 2-Bolt Flange, SAE A Shaft (5/8"-9T)
 RD = Rotatable SAE A 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 *PA = Rotatable SAE B 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 RJ = Rotatable SAE B 2 or 4-Bolt Flange,
 SAE BB Shaft (1"-15T)
 RA = Rotatable SAE B 2-Bolt Flange, SAE B Shaft (7/8"-13T)
 *PF = Rotatable SAE B 2-Bolt Flange, SAE BB Shaft (1"-15T)
 RB = Rotatable SAE B 4-Bolt Flange, SAE B Shaft (7/8"-13T)
 RK = Rotatable SAE B 2 or 4-Bolt Flange,
 SAE B Shaft (7/8"-13T)
 RE = Rotatable SAE B 4-Bolt Flange, SAE BB Shaft (1"-15T)
 RH = Rotatable SAE A 2-Bolt Flange
 SAE 19-4 Shaft (3/4"-11T)
 RF = Rotatable SAE B 2-Bolt Flange, SAE BB Shaft (1"-15T)
 *RS = Rotatable SAE C 2 or 4-Bolt Flange
 SAE C Shaft (1-1/4"-14T)
²³RY = Rotatable ISO 7653 Pump Mount DIN 5462 Shaft
 SQ = SAE B 4-Bolt Flange, SAE B Shaft (7/8"-13T)
 UN = DIN 6T Pump Mounting
 TV = 1410 Companion Flange for 1.250" Tapered Keyway Shaft

¹³ Available assembly 5 only²³ Must be purchased with Wet Spline³⁷ Automatically pressure lubed with Wet Spline⁵⁹ Same as XK except rotated 90°

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



Bill of Materials**Parts List
267 Series**

Item	Part Number	Description	Qty.
1	1-P-584	Housing	1
2	See Page 5	Output Gear	1
3	3-P-202	Output Shaft, Standard (1.250" Round) (.312" Keyway) (XD)	1
	See pages 10-19	Output Shaft (All)	1
4	4-P-157	Spacer (1.505" x 1.255" x 1.361")	1
5	See page 5	Input/Ratio Gear	1
7	9-P-91	Idler Shaft, Pressure Lube	1
9	22-P-24-1	Bearing Cap Gasket, (.010")	A.R.
	22-P-24-2	Bearing Cap Gasket, (.020")	A.R.
	22-P-24-3	Bearing Cap Gasket, (.015")	A.R.
13	28-P-216	Oil Seal (2.004" x 1.250" x .374") (XD)	1
		Oil Seal (2.004" x 1.250" x .374") (All)	1
15	28-P-191	O-ring	1
16	14-P-73-1	Spacer (.762" x 1.500" x .156")	A.R.
17	68-P-51-1	Adhesive Label	1
18	31-P-102	Thrust Tab Washer (.754" x .440" x .030")	1
19	328274X	Bearing Cap Assembly, Closed End (See Output Section for G Output)	1
20	328273X	Bearing Cap ASSY, Open End, Standard Output (XD Output)	1
	See pages 10-19	Bearing Cap ASSY, Open End, Pump Mount (All)	1
21	378391	Lockring	1
24	378447-6	1/4" Socket Head Cap Screw (.312"-18 x 1.000") (Closed End Bearing Cap)	4
27	378447-6	1/4" Socket Head Cap Screw (.312"-18 x 1.000") (XD Output) (Open End Bearing Cap)	4
27	See pages 10-19	Cap Screw (All Other Outputs)	1
32	379672	O-ring Plug NWD 3/16" Hex Socket Face	1
33	379486	90° Elbow (.438"-20) (P Lube Option)	1 or
	379556	Tee (W Lube Option) (.438"-20)	1
36	500007-29	Woodruff Key (XD Output)	1
37	500597-16	Roll Pin (.188" x 1.250")	1
39	550397	Tapered Bearing Cone, Open End (1.250" x .812")	1
40	550439	Bearing Cone, Input/Ratio Gear Cluster (.750" x .859")	2
41	550532	Tapered Bearing Cone, Closed End (1.181" x .812")	1
50	378108	Steel Ball	1
51	379564-2	Thread Cap (.438")	1

N.S. – Not Shown A.R. – Assembly Required

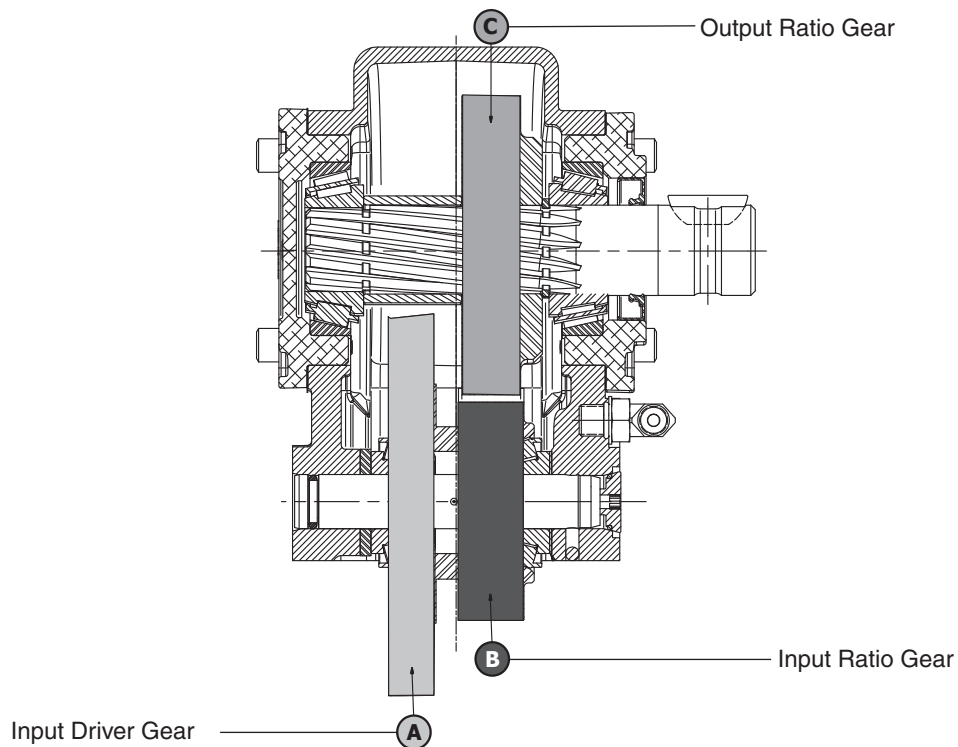
Continued on Next Page

Bill of Materials**Parts List
267 Series**

Item	Part Number	Description	Qty.
	35-P-92	Wet Spline Gasket (AF Output)	A.R.
	See pages 24-28 for Bill of Materials for the below loose parts.		
		STUD KITS	
	7170-86X	Stud Kit (FJ Input Gear).....	1
	7170-117X	Stud Kit (KV Input Gear).....	1
		SERVICE KITS	
	329337-1X	Bearing & Spacer Kit	1
	329337-2X	Gasket & Seal Kit	1
		INSTALLATION KITS	
	328948-9X	Gasket & Installation Kit	1
		HOSE ASSEMBLIES	
	329057-2X	Hose ASSY W Lube (AF & RY Only) (Idler Tee to Bearing Cap).....	1 or
	329130-7X	Hose ASSY W Lube Option (AK Only)	1
		CONVERSION KITS	
	See pages 25-28	Output Conversion Kits Bill of Materials	
A.R. = As Required			

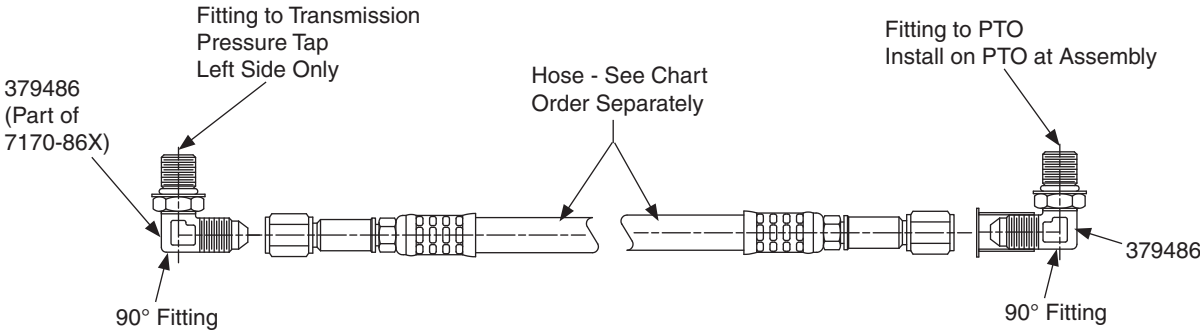
✦ No longer a current option per Chelsea Suggested List Price.

Gear Chart



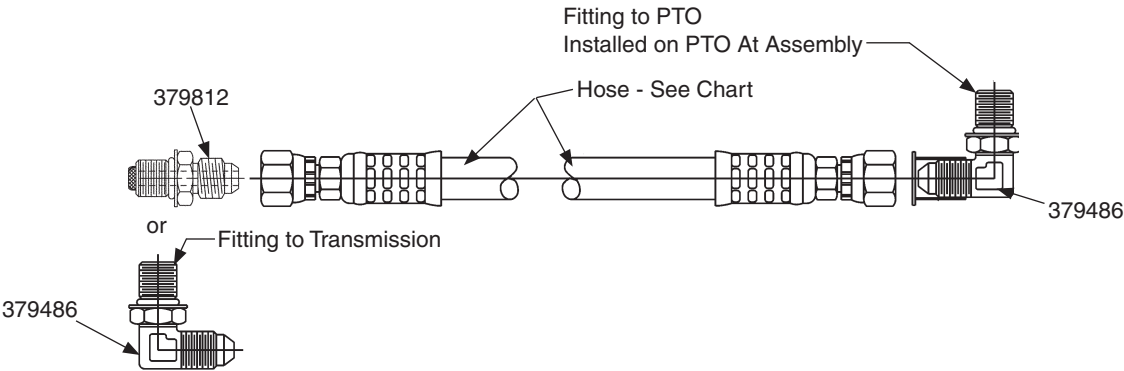
GEAR DESIGNATOR	INPUT GEAR	NO. TEETH A (5)	HELIX ANGLE	NO. TEETH B (5)	OUTPUT GEAR	NO. TEETH C (2)
267XBFJ	5-P-912	50	Right Hand	25	2-P-711	47
267XDFJ	5-P-913	50	Right Hand	28	2-P-712	44
267XGFJ	5-P-914	50	Right Hand	31	2-P-702	41
267XMFJ	5-P-915	50	Right Hand	35	2-P-706	37
267XKFJ	5-P-1211	50	Right Hand	34	2-P-763	38
267XSFJ	5-P-1173	50	Right Hand	39	2-P-808	33
267XBKV	5-P-1361	45	Left Hand	25	2-P-711	47
267XCKV	5-P-1419	45	Left Hand	26	2-P-855	46
267XDKV	5-P-1362	45	Left Hand	28	2-P-712	44
267XGKV	5-P-1363	45	Left Hand	31	2-P-702	41
267XMKV	5-P-1367	45	Left Hand	35	2-P-706	37
267XSKV	5-P-1369	45	Left Hand	39	2-P-808	33
SUPERTORQUE™						
267SBFJ	5-P-1350	50	Right Hand	25	2-P-803	47
267SDFJ	5-P-1293	50	Right Hand	28	2-P-804	44
267SGFJ	5-P-1225	50	Right Hand	31	2-P-773	41
267SKFJ	5-P-1403	50	Right Hand	34	2-P-805	38
267SMFJ	5-P-1351	50	Right Hand	35	2-P-806	37
267SSFJ	5-P-1173	50	Right Hand	39	2-P-807	33
267SBKV	5-P-1402	45	Left Hand	25	2-P-803	47
267SDKV	5-P-1413	45	Left Hand	28	2-P-804	44
267SGKV	5-P-1414	45	Left Hand	31	2-P-773	41
267SMKV	5-P-1415	45	Left Hand	35	2-P-806	37
267SSKV	5-P-1416	45	Left Hand	39	2-P-807	33

Pressure Lube Hose Charts



Hose Chart Allison

Pressure Hose Chart (Transmission to PTO)		
Trans	Location	Hose
MD	Left	329130-1X
MD	Right	329130-4X
HD	Left	329130-1X
HD	Top Right	329130-6X



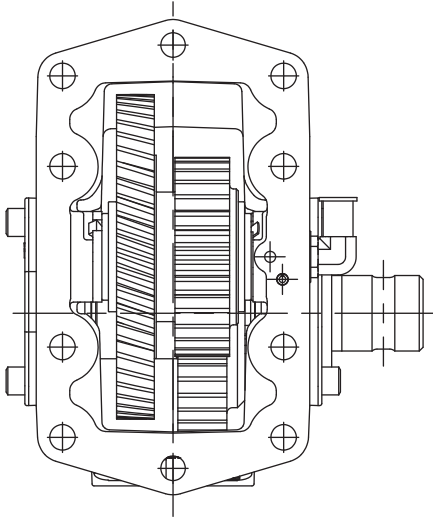
Hose Chart Caterpillar

Trans.	PTO	PTO Location	High Oil Pressure Location	PTO Valve Location	PTO Fitting	Trans. Fitting	Trans. PTO Valve Hose #
CX31	267	Driver (LHS)	LHS	N/A	379486	379812	329130-3X
		Driver (LHS)	Rear			379486	329075-5X
		Pass. (RHS)	LHS			379812	329075-2X
		Pass. (RHS)	Rear			379812	329075-5X

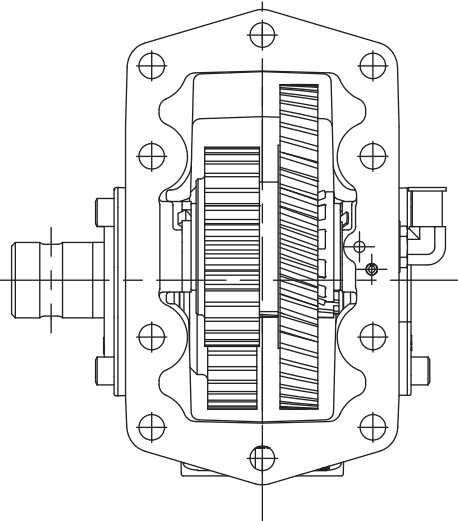
LHS = Left Side of Transmission, 8 o'clock position
RHS = Right Side of Transmission, 1 o'clock position

NOTES:

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

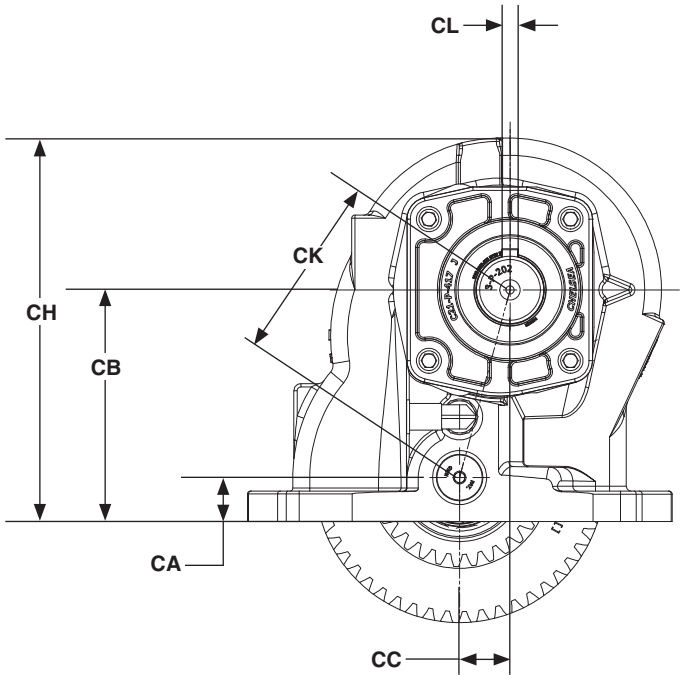


Assembly 3



Assembly 5

PTO Housing Dimensions

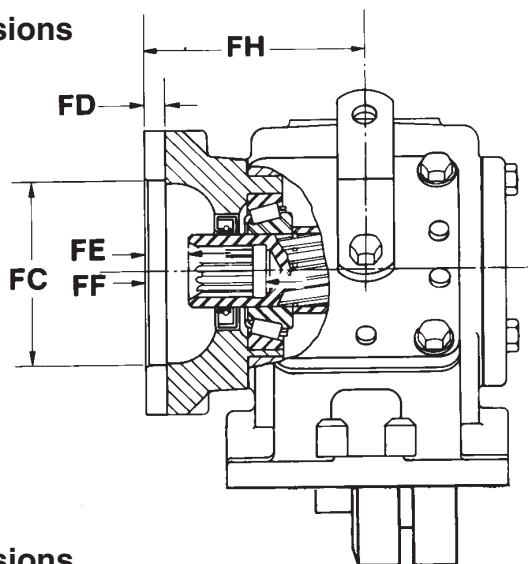


PTO Series	Housing Number	CA	CB	CC	CH	CK	CL
267	1-P-584	0.816"	4.293"	0.934"	7.106"	3.600"	.313"

Output Options

Parts List
267 Series

Pump Flange & Shaft Dimensions



Pump Flange & Shaft Dimensions

Pump Flange Suffix	Bolt Circle Dia.	Bolt Holes		FC	FD	FE	FF	FH	Output Shaft	
		Tapped Hole	No. Equally Spaced	Female Pilot Diameter	Pilot Depth	Face to end of Shaft	Face thru Hole	Face to Center of PTO	Hole Diameter	Key-way Width
AF, GF	5.750"	.500"-13 UNC	2	4.003"	0.406"	0.516"	1.984"	4.322"	1"-15T Spline	—
	5.000"	.500"-13 UNC	4	4.003"	0.406"	0.516"	1.984"	4.322"	—	—
AK	5.750"	.500"-13 UNC	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8"-13T Spline	—
AZ, *GZ	5.000"	.500"-13 UNC	4	4.003"	0.406"	0.695"	2.392"	4.985"	1-1/4"-14T Spline	—
*PA●	5.750"	.563"	2	4.003"	0.406"	0.558"	2.058"	4.588"	7/8"-13T Spline	—
*PF●	5.750"	.563"	2	4.003"	0.406"	0.501"	1.969"	4.569"	1"-15T Spline	—
RA, GA●	5.750"	.500"-13 UNC	2■	4.003"	0.406"	0.558"	2.058"	4.588"	7/8"-13T Spline	—
RB, GB●	3.532"	.500"-13 UNC	4	4.003"	0.406"	0.558"	2.058"	4.588"	7/8"-13T Spline	—
RC●	4.188"	.375"-16 UNC	2■	3.253"	0.270"	0.525"	1.462"	3.694"	5/8"-9T Spline	—
RD●	4.188"	.375"-16 UNC	2■	3.253"	0.270"	0.525"	1.462"	3.694"	7/8"-13T Spline	—
RE, *GJ●	3.532"	.500"-13 UNC	4	4.003"	0.406"	0.501"	1.969"	4.569"	1"-15T Spline	—
RF, *GH●	5.750"	.500"-13 UNC	2■	4.003"	0.406"	0.501"	1.969"	4.569"	1"-15T Spline	—
*RJ●, RK●	2.834"	.500"-13 UNC	6	4.003"	0.406"	0.516"	1.984"	4.322"	1"-15T Spline 7/8"-13T Spline	
RY●	3.150"	M12-1.750	▶	3.152"	0.394"	0.618"	2.274"	4.790"	DIN 5462	—
XD				1.388"						.313"
XE	5.000"	.500"-13 UNC	4	3.253"	0.344"	0.562"	1.500"	3.688"	5/8"-9T Spline	—
XK, GK	5.750"	.531"	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8"-13T Spline	—
	5.000"	.531"	4	4.003"	0.406"	0.562"	2.062"	3.688"	—	—
XY, *GY	3.150"	M12-1.750	4	3.152"	0.393"	0.594"	2.508"	4.697"	DIN 5462	—
XQ, GQ	5.750"	.500"-13 UNC	2	4.003"	0.406"	0.562"	2.062"	3.688"	7/8"-13T Spline	—
	5.000"	.500"-13 UNC	4	4.003"	0.406"	0.562"	2.062"	3.688"	—	—
XR, GR	2.626"	.312"-24 (Studs)	4	2.752"	0.281"	N/A	N/A	2.809"	7/8"-13T Spline	—
XX								4.271"		

● Rotatable Flange Rotates in 30° Increments

■ Two Set of Holes Spaced 14° Apart

◆ Not Tapped

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

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

Direct Mount Pump Conversion Kits

Flange Suffix	Flange Type	Shaft Type	Conversion Kit	
AF	SAE B 2 or 4-Bolt	1"-15T Spline	XD to AF	328591-30X
AK	SAE B 2-Bolt	7/8"-13T Spline	XD to AK XD to AK (B Ratio Only)	328591-28X 329436-7X
AZ	SAE B 4-Bolt	1-1/4"-14T Spline	XD to AZ	328591-70X
● GA	Rotatable SAE B 2-Bolt	7/8"-13T Spline	XD to GA XR to GA RA to GA	328591-72X 328591-73X 328591-106X
● GB	Rotatable SAE B 4-Bolt	7/8"-13T Spline	XD to GB XR to GB RB to GB	328591-74X 328591-75X 328591-107X
● GF	SAE BB 2 or 4-Bolt	1"-15T Spline	XD to GF AF to GF RF to GF	328591-71X 328591-108X 328591-114X
◆ ● GH	Rotatable SAE B 2-Bolt	1"-15T Spline	XD to GH	328591-116X
◆ ● GJ	SAE B 4-Bolt	1"-15T Spline	XD to GJ RE to GJ	328591-138X 328591-114X
● GK	SAE B 2 or 4-Bolt	7/8"-13T Spline	XD to GK XK to GK	328591-89X 328591-86X
● ■ GQ	SAE B 2 or 4-Bolt	7/8"-13T Spline	XD to GQ XQ to GQ	328591-91X 328591-86X
● GR	Chelsea Special 4-Bolt	7/8"-13T Spline	XD to GR	328591-76X
◆ ● GY	DIN 5462 Pump Mounting	DIN 5462	XD to GY XY to GY	328591-92X 328591-87X
◆ ● GZ	SAE B 4-Bolt	1-1/4"-14T Spline	XD to GZ AZ to GZ	328591-93X 328591-88X
● PA	Rotatable SAE B 2-Bolt	7/8"-13T Spline	XD to PA	328591-143X
● PF	Rotatable SAE B 2-Bolt	1"-15T Spline	XD to PF	328591-142X
RA	Rotatable SAE B 2-Bolt	7/8"-13T Spline	XD to RA XD to RA (B Ratio Only) XR to RA	328591-55X 329436-1X 328591-53X
RB	Rotatable SAE B 4-Bolt	7/8"-13T Spline	XD to RB XD to RB (B Ratio Only) XR to RB	328591-56X 329436-2X 328591-54X
RC	Rotatable SAE A 2-Bolt	5/8"-9T Spline	XD to RC	328591-112X
RD	Rotatable SAE A 2-Bolt	7/8"-13T Spline	XD to RD XD to RD (B Ratio Only)	328591-113X 329436-8X
RE	Rotatable SAE B 4-Bolt	1"-15T Spline	XD to RE	328591-134X
RF	Rotatable SAE B 2-Bolt	1"-15T Spline	XD to RF	328591-78X
RJ	Rotatable SAE B 2-Bolt or 4-Bolt	1"-15T Spline	XD to RJ	328591-162X
RK	Rotatable SAE B 2 or 4-Bolt	7/8"-13T Spline	XD to RK (Wet Spline Only) XD to RK (Dry Spline Only)	328591-160X 328591-159X
RY	Rotatable DIN 5462	DIN 5462	XD to RY	328591-131X
XE	SAE A 2 or 4-Bolt	5/8"-9T Spline	XD to XE	328591-27X
XK	SAE B 2 or 4-Bolt	7/8"-13T Spline	XD to XK XD to XK (B Ratio Only)	328591-16X 329436-3X
■ XQ	SAE B 2 or 4-Bolt	7/8"-13T Spline	XD to XQ XD to XQ (B Ratio Only)	328591-17X 329436-6X
XR	Chelsea Special 4-Bolt	7/8"-13T Spline	XD to XR	328591-52X
XX	SAE Tapered Shaft	1-1/4" w/5/16" key	XD to XX	328591-122X
XY	DIN 5462 Pump Mounting	DIN 5462	XD to XY	328591-121X

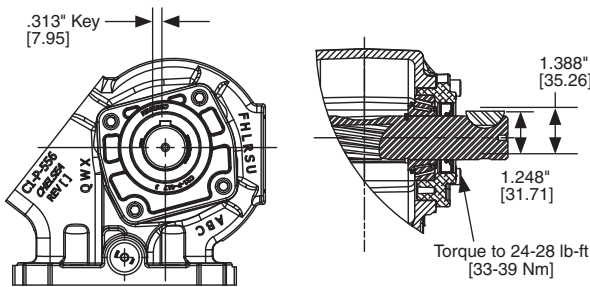
NOTE: Check current price sheet for availability of Output Options

XR to XK Conversion Flange 21-P-525

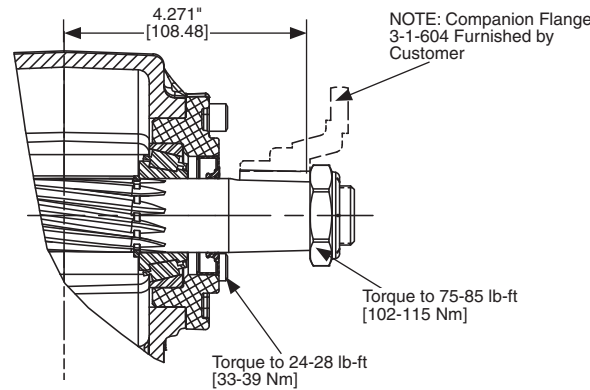
- Shaft with Grease Fitting
- Similar to ASSY XK Flange Rotated 90°
- ▶ Self-Lube Pump

◆ No longer a current option per Chelsea Suggested List Price.

Bill of Materials — Driveline Output

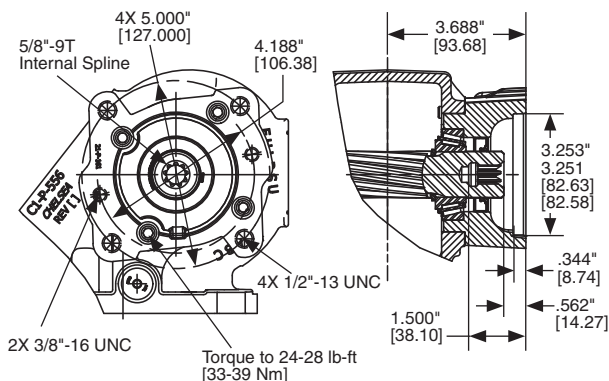


XD Output Option Rd Standard Shaft (1-1/4" - 5/16" Key)		
Part Number	Description	Qty.
3-P-202X	Output Shaft	1 or
3-P-978	Output Shaft (B Ratio Only)	1
22-P-24-1	Gasket (.010")	A.R.
22-P-24-2	Gasket (.020")	A.R.
22-P-24-3	Gasket (.015")	A.R.
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1
328273X	Bearing Cap ASSY	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
500007-29	Woodruff Key (.312")	1
A.R. – As Required (Must Use at Least One Gasket)		

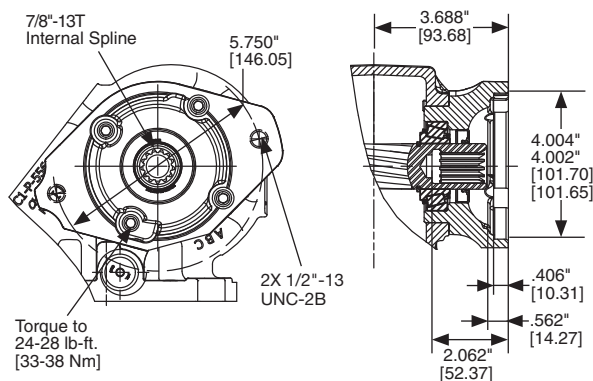


XX Output Option Tapered Output Shaft (w/ 5/16" Key)		
Part Number	Description	Qty.
3-P-766X	Output Shaft	1
28-P-216	Oil Seal	1
328273X	Bearing Cap ASSY	1
378447-6	1/2" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
379111	Square Key (.312" x .312" x 1.030")	1
501181	1-1/2" Hex Locknut Nylon Washer Insert (1.000"-20)	1
†328591-122X	Conversion Kit (XD to XX)	

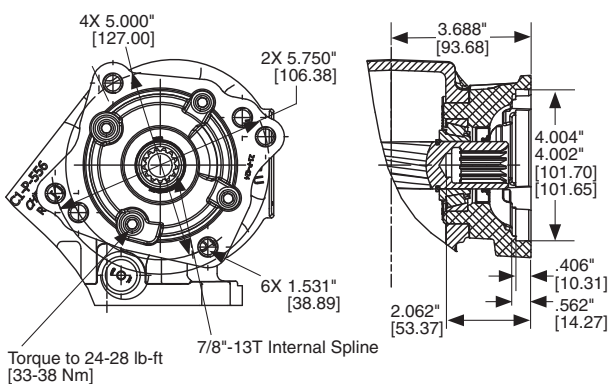
†Conversion Kits do not include all parts listed above. See [pages 20-23](#) for Conversion Kit BOMs.

Output Options**Parts List
267 Series****Bill of Materials — Pump Mount Output**

XE Output Option SAE B 2 or 4-Bolt Flange, SAE A Shaft (5/8" - 9T)		
Part Number	Description	Qty.
3-P-800X	Output Shaft	1
28-P-216	Oil Seal	1
328328X	Bearing Cap ASSY	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-27X	Conversion Kit (XD to XE)	



AK Output Option SAE B 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-282X	Output Shaft	1 or
3-P-979X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
328989X	Bearing Cap ASSY (Dry Spline)	1
329381X	Bearing Cap ASSY (Wet Spline)	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
329406X	Wet Spline Loose Parts Kit	1
†328591-28X	Conversion Kit (XD to AK)	
†329436-7X	Conversion Kit (XD to AK) (B Ratio Only)	
†329591-141X	Conversion Kit (XD to AK) (Wet Spline)	



XK Output Option SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-282X	Output Shaft	1 or
3-P-979X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
328388X	Bearing Cap ASSY (Dry Spline)	1
329825X	Wet Spline Loose Parts Kit	1
329824X	Bearing Cap ASSY (Wet Spline)	1
329658X	Cover Kit (Wet Spline Only)	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-16X	Conversion Kit (XD to XK)	
†328591-157X	Conversion Kit (XD to XK) (Wetspline)	
†329436-3X	Conversion Kit (XD to XK) (B Ratio Only)	

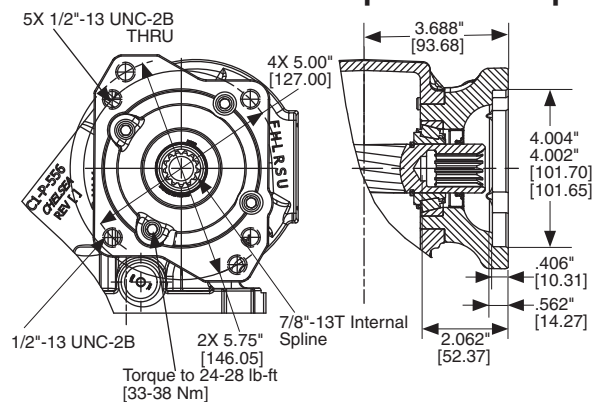
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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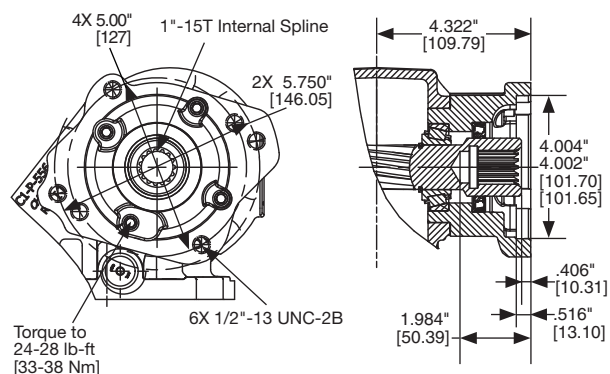
Output Options

Parts List
267 Series

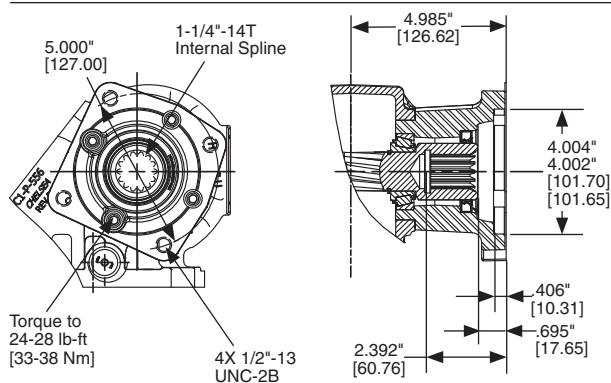
Bill of Materials — Pump Mount Output (Continued)



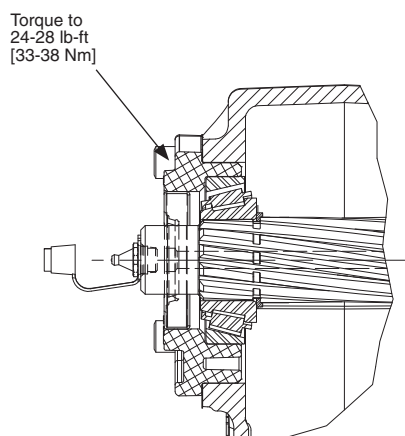
XQ Output Option SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-282X	Output Shaft	1 or
3-P-979X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
328589X	Bearing Cap ASSY	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-17X	Conversion Kit (XD to XQ)	
†329436-6X	Conversion Kit (XD to XQ) (B Ratio Only)	



AF Output Option SAE B 2 or 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-854X	Output Shaft	1
28-P-219	Oil Seal	1
329088X	Bearing Cap ASSY (Dry Spline)	1
329350X	Bearing Cap ASSY (Wet Spline)	1
329658X	Cover Kit (Wet Spline Only)	1
329337-4X	Wet Spline Loose Parts Kit	1
378447-10	1/4" Socket Hex Head Cap Screw (.312"-18 x 2.000")	4
†328591-30X	Conversion Kit (XD to AF)	
†328591-129X	Conversion Kit (XD to AF)	



AZ Output Option SAE B 2 or 4-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
3-P-844X	Output Shaft	1
28-P-275	Oil Seal	1
329052X	Bearing Cap ASSY	1
378447-11	1/4" Socket Hex Head Cap Screw (.312"-18 x 2.250")	4
†328591-70X	Conversion Kit (XD to AZ)	

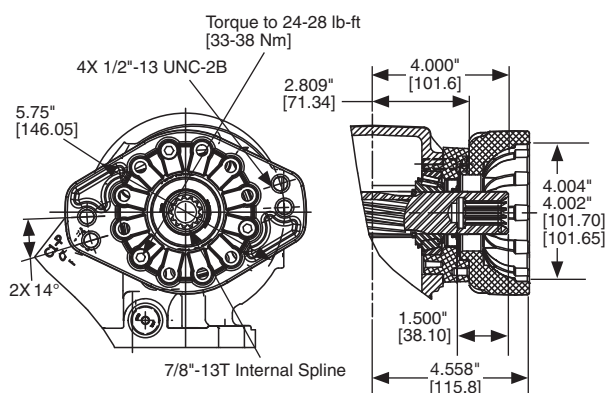


G* Output Option Greaseable Flange		
Part Number	Description	Qty.
3-P-923X	GA, GB, GR, GL Output Shaft	1 or
3-P-921X	GF Output Shaft	1 or
3-P-933X	GQ, GK, GP Output Shaft	1 or
3-P-938X	GY Output Shaft	1 or
3-P-939X	GZ Output Shaft	1 or
3-P-941X	GH, GJ Output Shaft	1 or
3-P-981X	GE Output Shaft	1
28-P-268	Oil Seal	1
328273X	Bearing Cap ASSY	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4

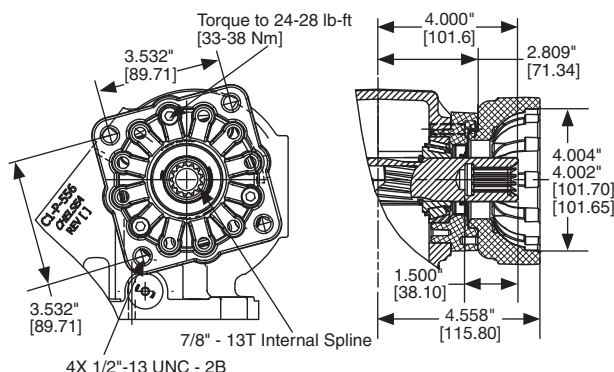
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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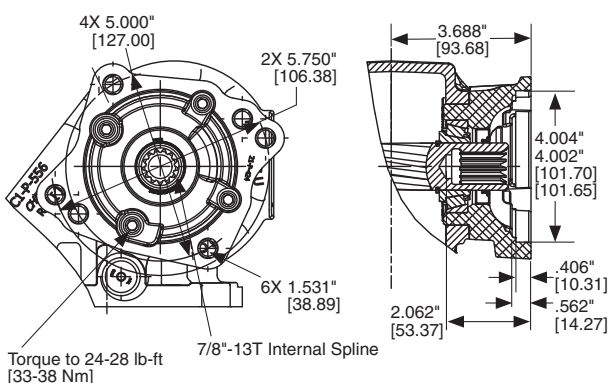
Bill of Materials — Pump Mount Output (Continued)



GA Output Option Greaseable SAE B 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-923X	Output Shaft	1 or
3-P-980X	Output Shaft (B Ratio Only)	1
28-P-268	Oil Seal	1
328273X	Bearing Cap ASSY (Closed End)	1
329195X	Rotatable Bearing Cap ASSY	1
21-P-628	Pump Flange (Ship Loose with Unit)	1
328170-207X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-72X	Conversion Kit (XD to GA)	
†328591-73X	Conversion Kit (XR to GA)	
†329591-106X	Conversion Kit (RA to GA)	



GB Output Option Greaseable SAE B 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-923X	Output Shaft	1 or
3-P-980X	Output Shaft (B Ratio Only)	1
28-P-268	Oil Seal	1
328273X	Bearing Cap ASSY (Closed End)	1
329195X	Rotatable Bearing Cap ASSY	1
21-P-572	Pump Flange 4-Bolt (Ship Loose with Unit)....	1
328170-207X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-74X	Conversion Kit (XD to GB)	
†328591-75X	Conversion Kit (XR to RB)	
†329591-107X	Conversion Kit (RB to GB)	



GK Output Option Greaseable SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-933X	Output Shaft	1 or
3-P-979X	Output Shaft (B Ratio Only)	1
328388X	Flange	1
28-P-268	Oil Seal	1
328273X	Bearing Cap ASSY (Closed End)	1
328824X	Bearing Cap ASSY (Wet Spline)	1
329825X	Wet Spline Loose Parts Kit	1
329658X	Cover Kit (Wet Spline Only)	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-96X	Conversion Kit (XD to GK)	
†328591-86X	Conversion Kit (XK to GK)	
†329591-157X	Conversion Kit (XD to GK) (Wet Spline)	

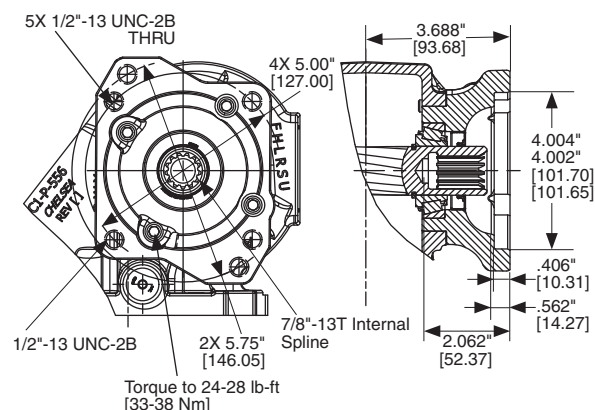
NOTE: Reference [page 12](#) for Rear Bearing Cap Assembly.†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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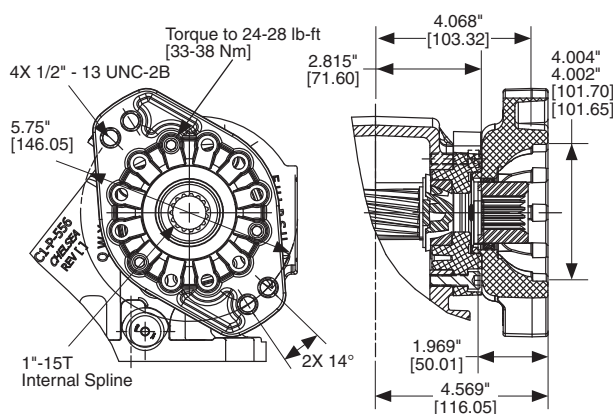
Output Options

Parts List
267 Series

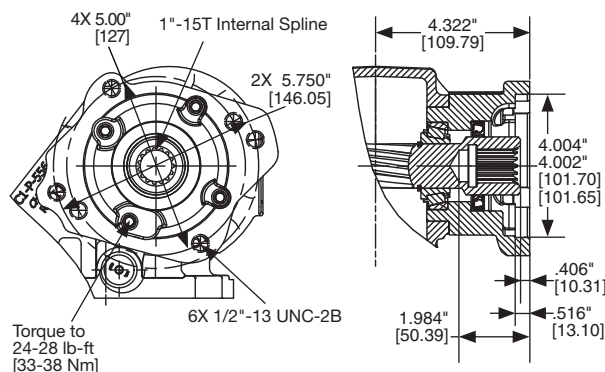
Bill of Materials — Pump Mount Output (Continued)



GQ Output Option Greaseable SAE B 2 or 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-933X	Output Shaft	1 or
3-P-980X	Output Shaft (B Ratio Only)	1
28-P-268	Oil Seal; Greaseable End	1
28-P-216	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
378447-8	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-91X Conversion Kit (XD to GQ)		
†328591-86X Conversion Kit (XQ to GQ)		



GH Output Option Greaseable SAE B 2 & 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-941X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-216	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
21-P-628	Pump Flange	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	7
28-P-271	O-ring	1
†328591-116X Conversion Kit (XD to GH)		



GF Output Option Greaseable SAE B 2 or 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-921X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-219	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
329658X	Cover Kit (Wet Spline Only)	1
329337-4X	Wet Spline Loose Parts Kit	1
378447-10	1/4" Socket Hex Head Cap Screw (.312"-18 x 2.000")	4
†328591-71X Conversion Kit (XD to GF)		
†328591-108X Conversion Kit (AF to GF)		
†328591-114X Conversion Kit (RF to GF)		

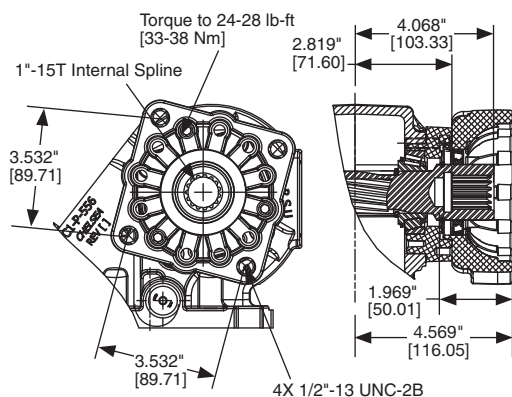
NOTE: Reference [page 12](#) for Rear Bearing Cap Assembly.

✦ No longer a current option per Chelsea Suggested List Price.

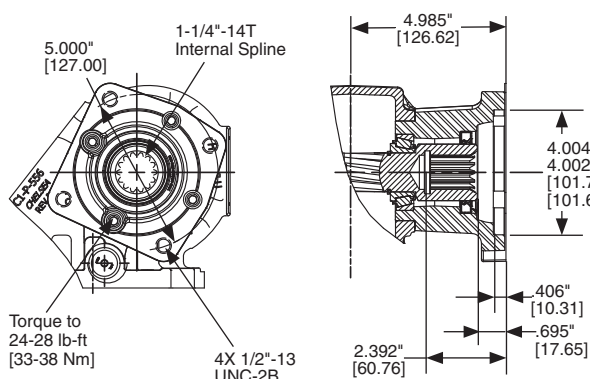
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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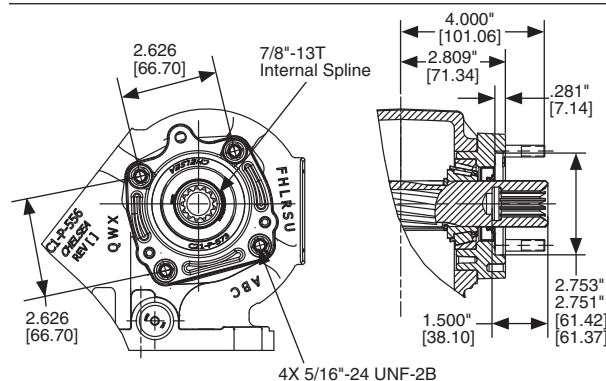
Bill of Materials — Pump Mount Output (Continued)



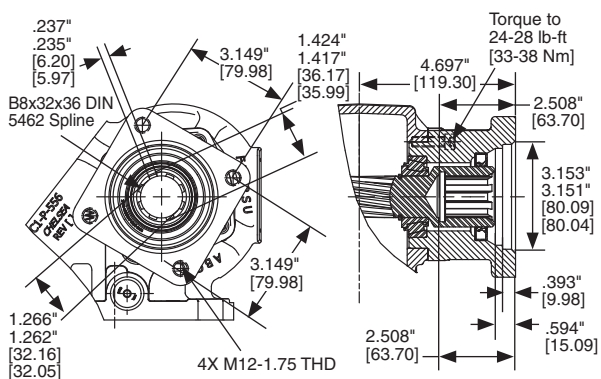
*GJ Output Option Greaseable SAE B 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-941X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-219	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
21-P-654	Pump Flange	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	7
28-P-271	O-ring	1
†328591-138X	Conversion Kit (XD to GJ)	
†328591-114X	Conversion Kit (RE to GJ)	



*GZ Output Option Greaseable SAE B 2 or 4-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
3-P-939X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-219	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
378447-11	1/4" Socket Hex Head Cap Screw (.312"-18 x 2.250")	4
†328591-93X	Conversion Kit (XD to GZ)	
†328591-88X	Conversion Kit (AZ to GZ)	



GR Output Option Chelsea Special (Cloverleaf), SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-923X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-216	Oil Seal; Output	1
328273X	Bearing Cap Assembly	1
379673	Hex Shoulder Screw (.312"-24)	4
379063	Flat Washer	4
328711X	Pump Mount Kit	1
†328591-76X	Conversion Kit (XD to GR)	



*GY Output Option ISO 7653 Pump Mounting DIN 5462 Shaft		
Part Number	Description	Qty.
3-P-938X	Output Shaft	1
28-P-268	Oil Seal; Greaseable End	1
28-P-219	Oil Seal; Output	1
328273X	Bearing Cap ASSY	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-92X	Conversion Kit (XD to GY)	
†328591-87X	Conversion Kit (XY to GY)	

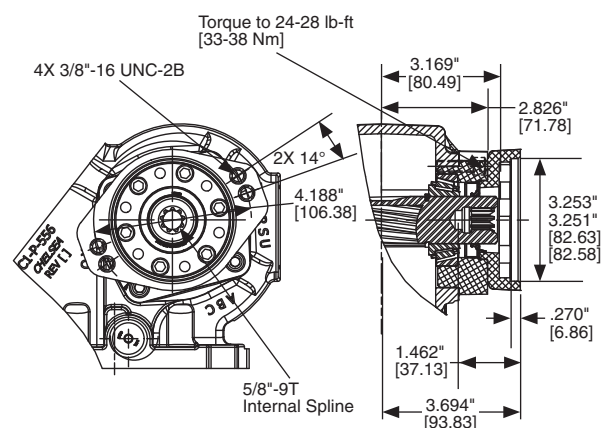
NOTE: Reference [page 12](#) for Rear Bearing Cap Assembly.

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

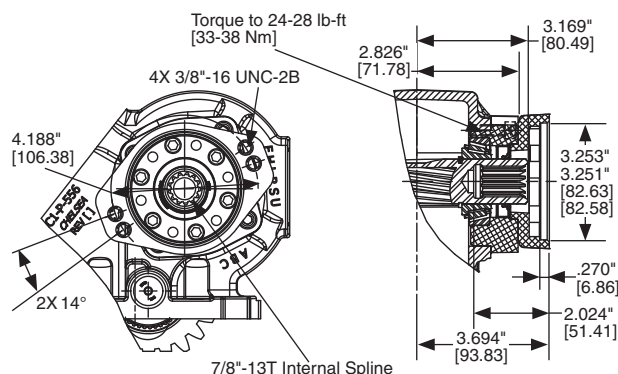
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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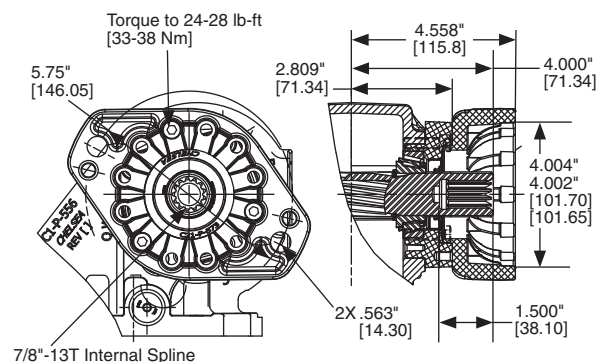
Bill of Materials — Pump Mount Output (Continued)



RC Output Option Rotatable SAE A 2-Bolt Flange, SAE A Shaft (5/8" - 9T)		
Part Number	Description	Qty.
3-P-800X	Output Shaft	1
28-P-216	Oil Seal	1
329322X	Bearing Cap ASSY	1
21-P-638	Pump Flange (Ship Loose with Unit)	1
328170-210X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
378446-4	1/4" Socket Hex Head Cap Screw (.250"-20 x .750")	6
†328591-112X	Conversion Kit (XD to RC)	



RD Output Option Rotatable SAE A 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-282X	Output Shaft	1 or
3-P-979X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
329322X	Bearing Cap ASSY	1
21-P-638	Pump Flange (Ship Loose with Unit)	1
328170-210X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
378446-4	1/4" Socket Hex Head Cap Screw (.250"-20 x .750")	6
†328591-113X	Conversion Kit (XD to RD)	
†329436-8X	Conversion Kit (XD to RD) (B Ratio Only)	



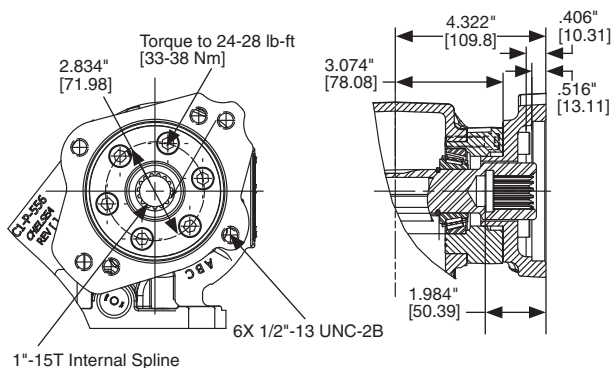
PA Output Option Rotatable SAE B 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-283	Output Shaft	1
28-P-216	Oil Seal	1
329195X	Bearing Cap ASSY	1
21-P-661	Pump Flange	1
328170-207X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-143X	Conversion Kit (XD to PA)	

✦ No longer a current option per Chelsea Suggested List Price.

†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

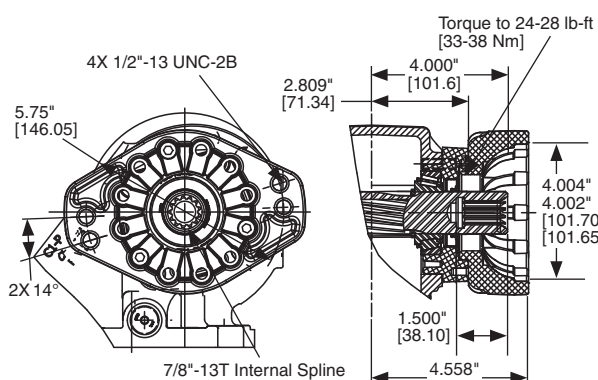
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Bill of Materials — Pump Mount Output (Continued)



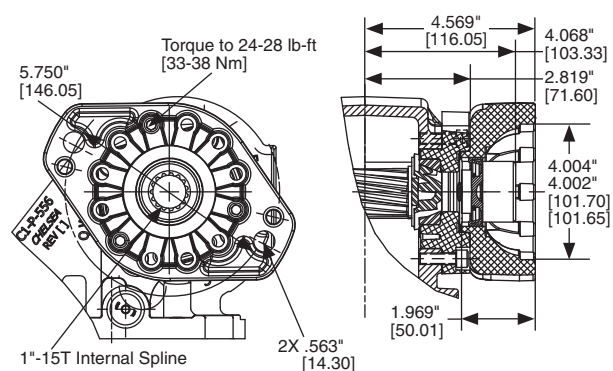
1"-15T Internal Spline

RJ Output Option Rotatable SAE B 2 or 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-854X	Output Shaft	1
22-P-126	Gasket	1
329656X	Bearing Cap ASSY	1
379231	Thread Pipe Plug (.125"-27)	1
379740-6	1/4" Socket Hex Head Cap Screw (M10-1.500 x .984")	6
69-P-18	Wet Spline Tag	1
329658X	Cover Kit (Wet Spline Only)	1
329057-2X	Pressure Lube Hose (Wet Spline Only)	1
21-P-734	Pump Flange	1
378447-7	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
†328591-162X	Conversion Kit (XD to RJ)	



7/8"-13T Internal Spline

RA Output Option Rotatable SAE B 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-283X	Output Shaft	1 or
3-P-980X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
329195X	Bearing Cap ASSY	1
21-P-628	Pump Flange (Ship Loose with Unit)	1
328170-207X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-55X	Conversion Kit (XD to RA)	
†328591-53X	Conversion Kit (XR to RA)	
†329436-1X	Conversion Kit (XD to RA) (B Ratio Only)	



1"-15T Internal Spline

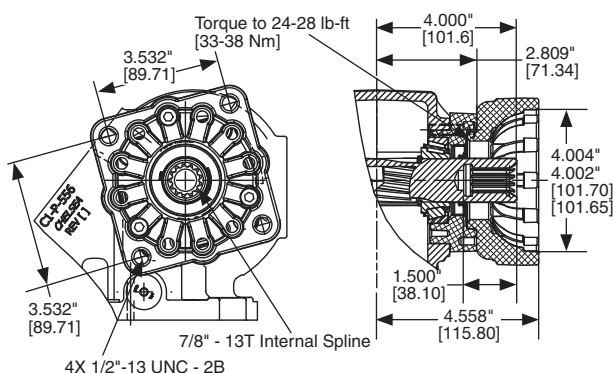
* PF Output Option Rotatable SAE B 2-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-924X	Output Shaft	1
28-P-219	Oil Seal	1
329264X	Bearing Cap ASSY	1
21-P-661	Pump Flange	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	7
28-P-271	O-ring	1
†328591-142X	Conversion Kit (XD to PF)	

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

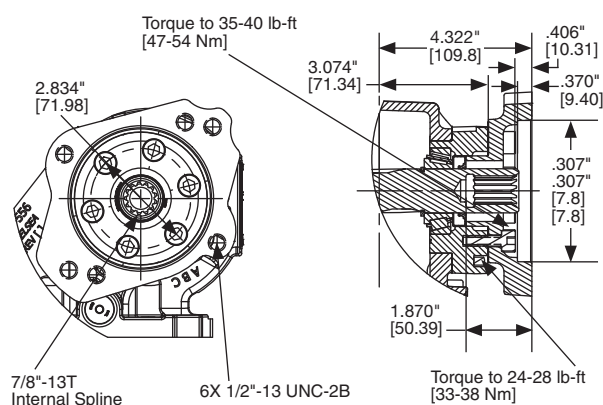
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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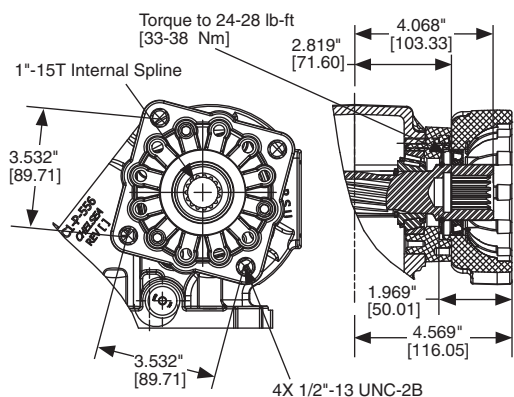
Bill of Materials — Pump Mount Output (Continued)



RB Output Option Rotatable SAE B 4-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-283X	Output Shaft	1 or
3-P-980X	Output Shaft (B Ratio Only)	1
28-P-216	Oil Seal	1
329195X	Bearing Cap ASSY	1
21-P-572	Pump Flange 4-Bolt (Ship Loose with Unit)....	1
328170-207X	Cap Screw Bag Kit	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-56X	Conversion Kit (XD to RB)	
†328591-54X	Conversion Kit (XR to RB)	
†329436-2X	Conversion Kit (XD to RB) (B Ratio Only)	



RK Output Option Rotatable SAE B 2 or 4-Bolt Flange, SAE B Shaft (3/4" - 13T)		
Part Number	Description	Qty.
3-P-283X	Output Shaft	1
28-P-216	Oil Seal (Dry Spline Only)	1
329656X	Bearing Cap ASSY	1
21-P-734	Pump Flange	1
379231	Thread Pipe Plug (.125"-27)	1
22-P-126	Gasket (Bearing Cap to Flange) (Wet)	1
69-P-18	Wet Spline Tag	1
329057-2X	Pressure Lube Hose (Wet Spline Only)	1
329658X	Cover Kit (Wet Spline Only)	1
379740-6	1/4" Socket Hex Head Cap Screw (M10-1.500 x .984")	6
378447-7	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.500")	4
329681X	Installation Kit (Wet Spline)	1
†328591-160X	Conversion Kit (XD to RK) (Wet Spline Only)	
†328591-159X	Conversion Kit (XD to RK) (Dry Spline Only)	

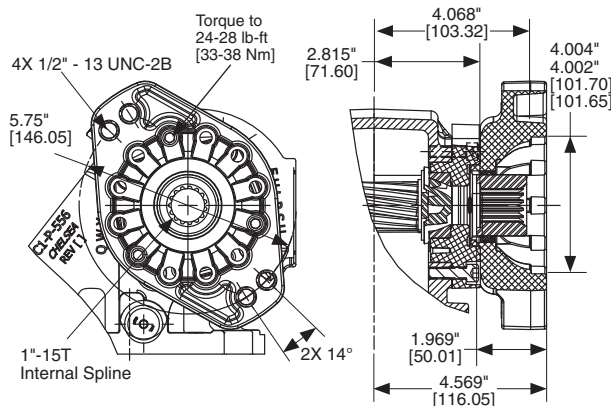


RE Output Option Rotatable SAE B 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-924X	Output Shaft	1
28-P-219	Oil Seal	1
329264X	Bearing Cap ASSY	1
21-P-654	Pump Flange	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	7
28-P-271	O-ring	1
†328591-134X	Conversion Kit (XD to RE)	

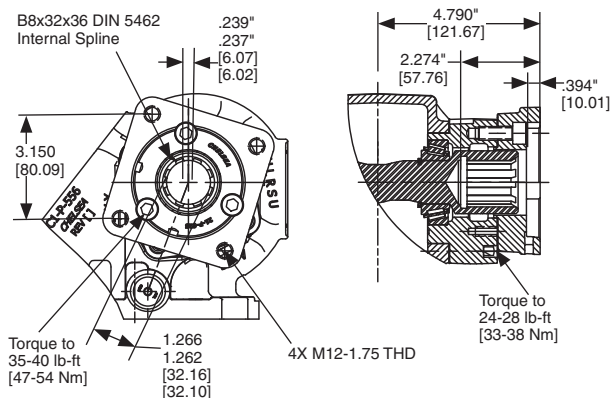
†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.

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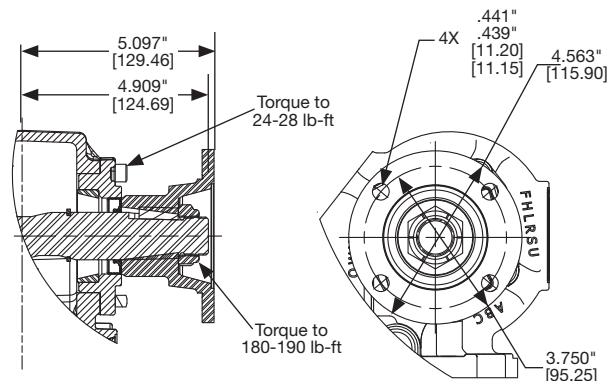
Bill of Materials — Pump Mount Output (Continued)



RF Output Option Rotatable SAE B 2 & 4-Bolt Flange, SAE BB Shaft (1" - 15T)		
Part Number	Description	Qty.
3-P-924X	Output Shaft	1
28-P-219	Oil Seal	1
329264X	Bearing Cap ASSY	1
21-P-626	Pump Flange	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	7
28-P-271	O-ring	1
†328591-78X	Conversion Kit (XD to RF)	

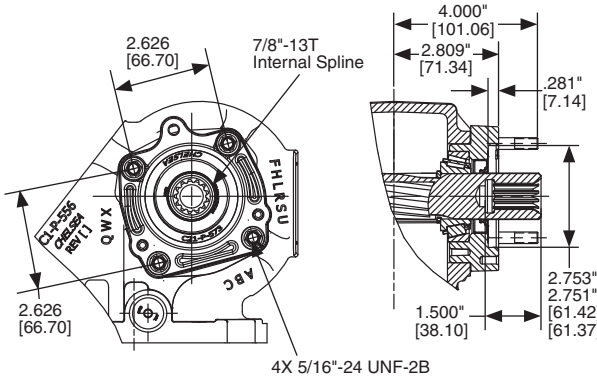


RY Output Option Rotatable ISO 7653 Pump Mounting DIN 5462 Shaft		
Part Number	Description	Qty.
3-P-768X	Output Shaft	1
3-P-1224	Output Shaft (B Ratio Only)	1
21-P-625	Pump Flange (Ships Loose with Unit)	1
329356X	Bearing Cap ASSY	1
378447-8	Socket Head Cap Screw (.312"-18 x 1.500") ..	4
329355-1X	Standard Loose Parts Kit	1
329355-2X	Wet Spline Loose Parts Kit	1
379740-6	Socket Head Cap Screw (M10-1.500 x .984")	3
329659X	Cover Kit (Wet Spline Only)	1
22-P-100	Gasket (In Loose Parts)	1
†328591-131X	Conversion Kit (XD to RY)	
†328591-132X	Conversion Kit (XD to RY) (Wet Spline)	

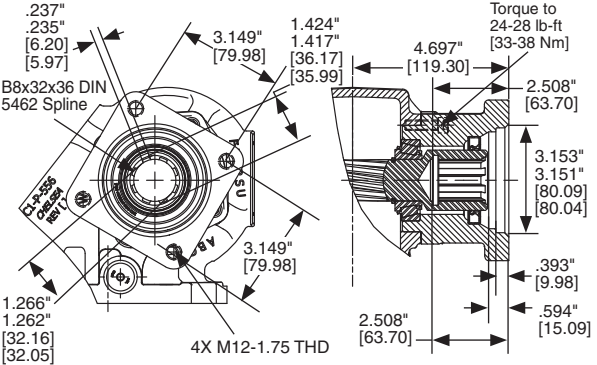


TV Output Option 1410 Companion Flange for 1.25" Tapered Keyway Shaft		
Part Number	Description	Qty.
3-P-766	Output Shaft	1
28-P-216	Oil Seal	1
329273X	Bearing Cap ASSY	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000") ..	4
379111	Square Key	1
379824	Companion Flange	1
380487	Thin Hex Locknut (1.000"-20)	1
†328591-131X	Conversion Kit (XD to RY)	
†328591-132X	Conversion Kit (XD to RY) (Wet Spline)	

†Conversion Kits do not include all parts listed above. See [pages 25-28](#) for Conversion Kit BOMs.



XR Output Option Chelsea Special (Cloverleaf), SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
3-P-283X	Output Shaft	1
28-P-216	Oil Seal	1
329194X	Bearing Cap Assembly	1
379673	Hex Shoulder Screw (.312"-24)	4
379063	Flat Washer	4
328711X	Pump Mount Kit.....	1
†328591-52X		Conversion Kit (XD to XR)

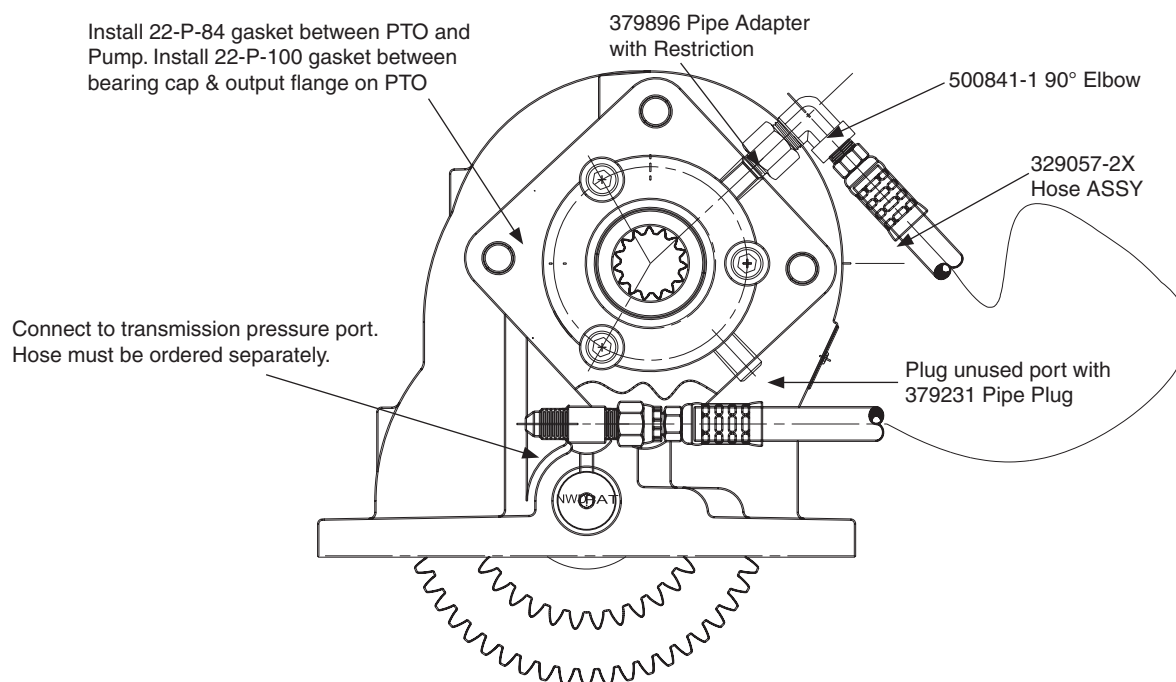


XY Output Option ISO 7653 Pump Mounting DIN 5462 Shaft		
Part Number	Description	Qty.
3-P-768X	Output Shaft	1
3-P-1224	Output Shaft (B Ratio Only)	1
28-P-275	Oil Seal	1
329234X	Bearing Cap ASSY	1
378447-6	1/4" Socket Hex Head Cap Screw (.312"-18 x 1.000")	4
†328591-121X		Conversion Kit (XD to XY)

CAUTION: WET SPLINE options must be used with a pump that has a contiguous sealing surface to ensure a proper seal between pump and PTO.

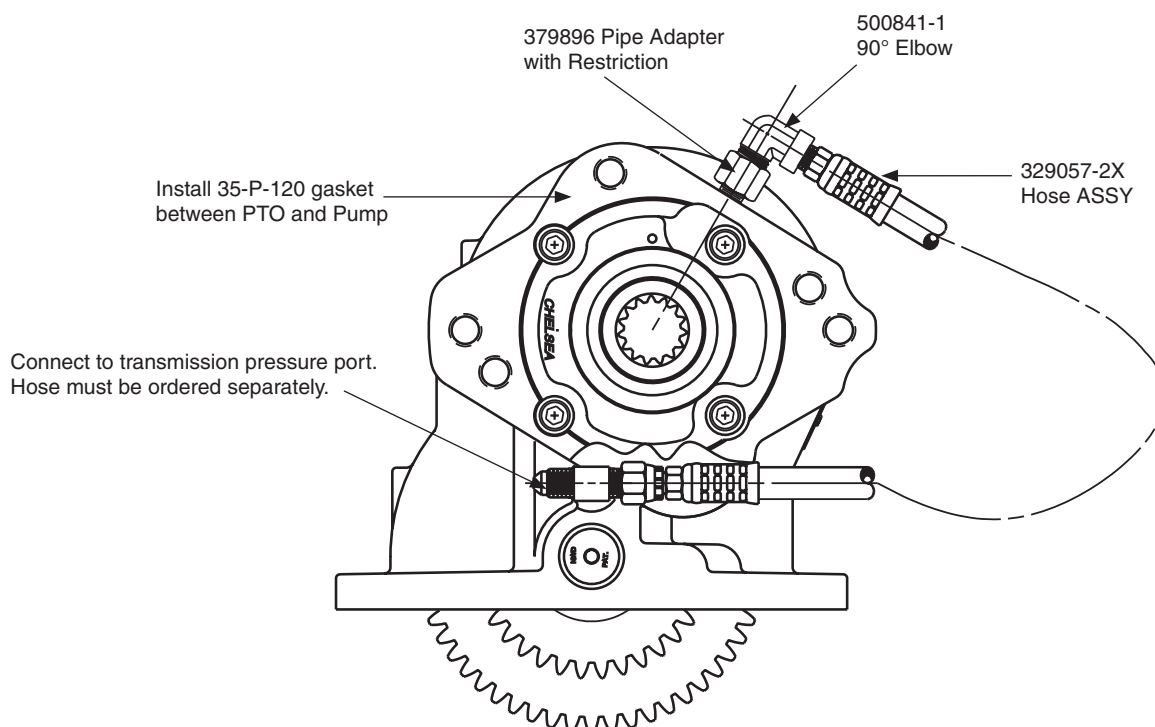
Wet Spline Installation – 267 Series RY

(SK-351 Rev C)



Wet Spline Installation – 267 Series AF

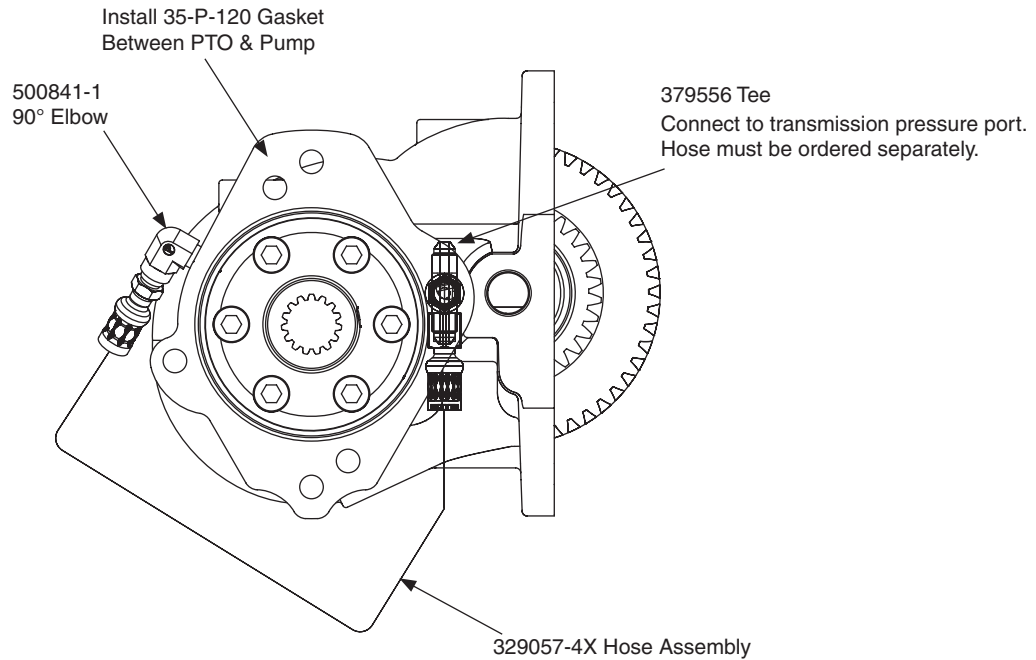
(SK-350 Rev D)



✦ Wet Spline Installation – 267 Series RJ

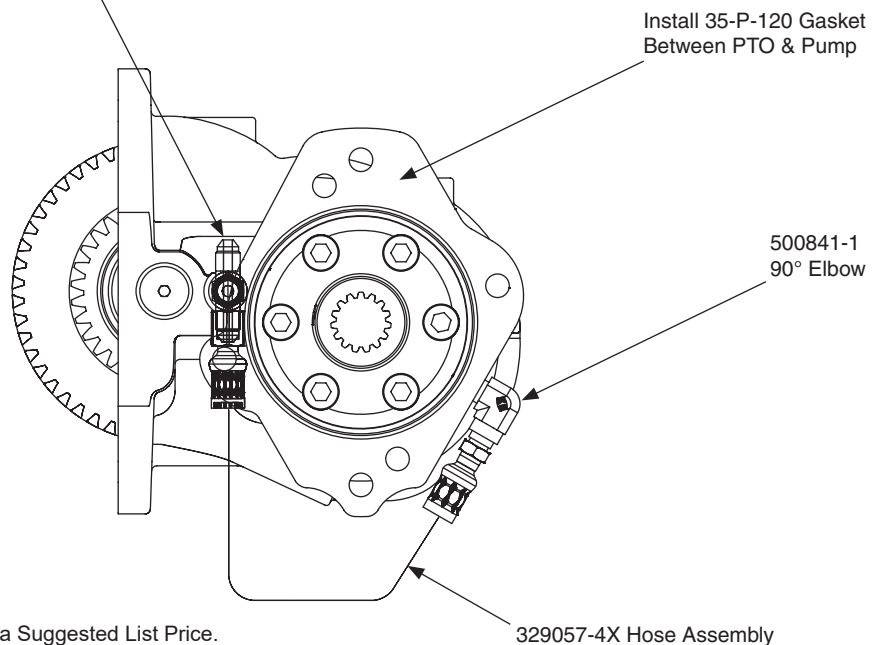
(SK-465 Rev B)

5 ASSY View



379556 Tee
Connect to transmission pressure port.
Hose must be ordered separately.

3 ASSY View



✦ No longer a current option per Chelsea Suggested List Price.

NOTES: Install Hose and Fittings Prior to Installing PTO on Transmission

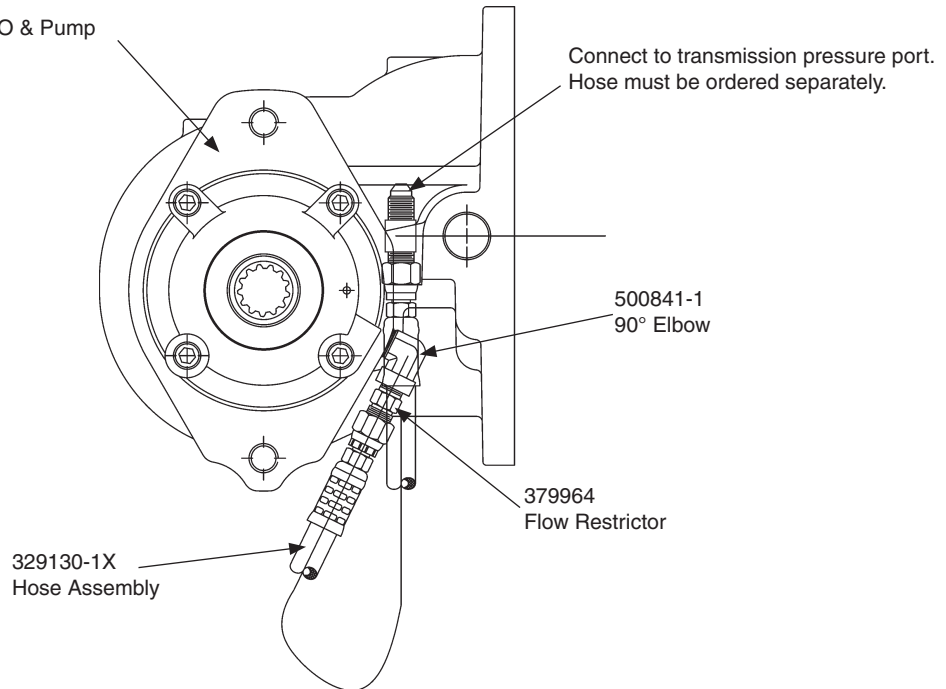
Wet Spline Installation – 267 Series AK

(SK-378 Rev A)

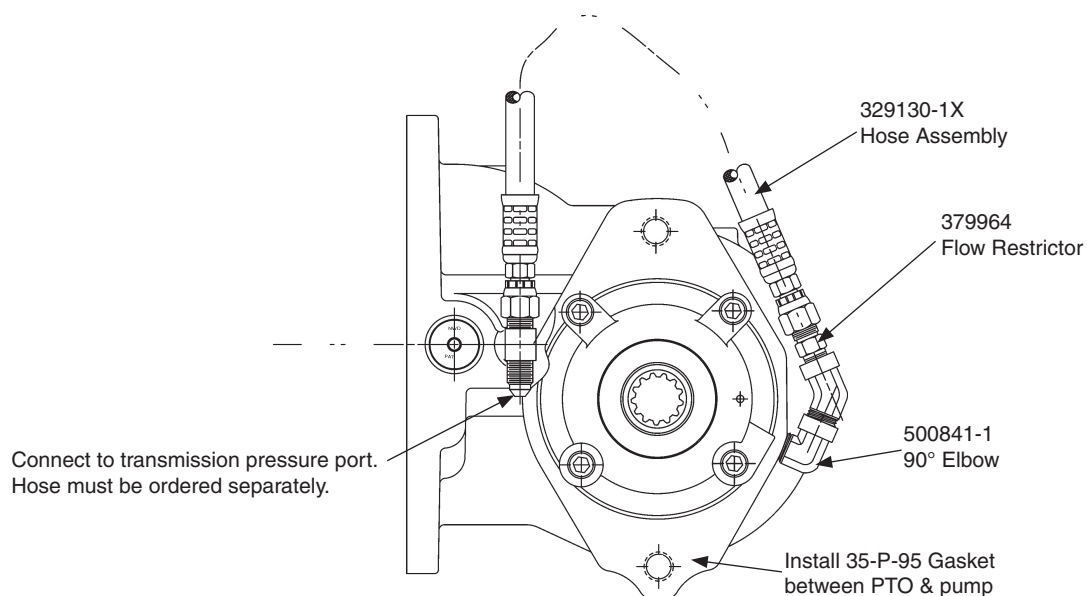
Wet Spline Installation Components Kit – 329406X

5 ASSY View

Install 35-P-95 Gasket between PTO & Pump



3 ASSY View



Part Number	Description	Qty.	Part Number	Description	Qty.
STUD KITS			SERVICE KITS		
7170-86X	Mounting Kit (FJ Input Gear)		329337-1X	Bearing and Spacer Kit	
379451	Pilot Screw (M10-1.50 x .984")	2	28-P-191	O-ring (.549" x .103")	1
379453-10	Ferry Cap Screw		31-P-102	Thrust Washer (.754" x .440" x .030")	1
	(M10-1.50 x 1.378")	8	379672	NWD Socket Face O-ring Plug	1
379486	90° Elbow (.438"-20)	1	550439	Tapered Bearing Cone (.750" x .859")	2
SK-355	Mountain Kit Installation Card	1	9-P-91	Idler Shaft (.750")	1
			14-P-73-1	Spacer Input Gear	1
			14-P-73-2	Spacer Input Gear	1
			14-P-73-3	Spacer Input Gear	1
7170-117X	Mounting Kit (KV Input Gear)		329337-2X	Gasket and Seal Kit	
379451	Pilot Screw (M10-1.50 x .984")	2	28-P-191	O-ring (.549" x .103")	1
379453-10	Ferry Cap Screw		28-P-216	Oil Seal (2.009" x 1.250" x .374")	1
	(M10-1.50 x 1.378")	8	35-P-74	10-Bolt Gasket	1
379812	Male Connector (.438"-20)	1	22-P-127-1	Bearing Cap Gasket (.010")	8
			22-P-127-2	Bearing Cap Gasket (.020")	8
			22-P-127-3	Bearing Cap Gasket (.015")	4
			329337-4X	Wet Spline Conversion Kit	
			379896	Pipe Adapter w/ Restriction	
				(.031) (.125"-27 NPTF)	1
			500841-1	90° Elbow	1
			35-P-120	Wet Spline Gasket (.082)	1

Continued on Next Page

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

Part Number	Description	Qty.	Part Number	Description	Qty.
INSTALLATION KITS			OUTPUT CONVERSION KITS		
328948-9X	Gasket & Installation Kit		328591-16X	Conversion Kit (XD to XK)	
35-P-74	Shim Gasket	1	3-P-282	Output Shaft (7/8"-13T)	1
328946X	Caution Label Kit.....	1	328333X	Flange ASSY	1
379085-2	Instruction Label.....	1	378391	Lockring	2
379624	Product Warranty Card	1	378447-8	Socket Head Cap Screw (.312"-18 x 1.500").....	4
Owner's Manual	HY25-1380-M1/US.....	1	379688	Spline Lubricant.....	1
Safety Guide	HY25-1002-M1/US.....	1	22-P-127-1	Bearing Gasket (.010")	2
			22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1
			328591-17X	Conversion Kit (XD to XQ)	
			3-P-282	Output Shaft (7/8"-13T)	1
			328589X	Pump Flange ASSY XQ Output.....	1
			378391	Lockring	2
			378447-8	Socket Head Cap Screw (.312"-18 x 1.500").....	4
			379688	Spline Lubricant.....	1
			22-P-127-1	Bearing Gasket (.010")	2
			22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1
			328591-27X	Conversion Kit (XD to XE)	
			3-P-800	Output Shaft (5/8"-9T)	1
			28-P-216	Oil Seal (2.004" x 1.250" x .374")	1
			328328X	Flange ASSY	1
			378391	Lockring	2
			378447-8	Socket Head Cap Screw (.312"-18 x 1.500").....	4
			379688	Spline Lubricant.....	1
			22-P-127-1	Bearing Gasket (.010")	2
			22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1
			328591-28X	Conversion Kit (XD to AK)	
			3-P-282	Output Shaft (7/8"-13T)	1
			28-P-216	Oil Seal (2.004" x 1.250" x .374")	1
			328989X	Flange ASSY	1
			378391	Lockring	2
			378447-8	Socket Head Cap Screw (.312"-18 x 1.500").....	4
			379688	Spline Lubricant.....	1
			22-P-127-1	Bearing Gasket (.010")	2
			22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1

Continued on Next Page

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

Part Number	Description	Qty.	Part Number	Description	Qty.
OUTPUT CONVERSION KITS (Continued)			OUTPUT CONVERSION KITS (Continued)		
328591-30X	Conversion Kit (XD to AF)		328591-56X	Conversion Kit (XD to RB)	
3-P-854X	Output Shaft	1	3-P-283X	Output Shaft (7/8"-13T)	1
28-P-219	Oil Seal	1	329195X	Bearing Cap ASSY 6-Bolt Output.....	1
329088X	Pump ASSY.....	1	21-P-572	Pump Flange	1
378391	Lockring.....	1	378447-6	Socket Head Cap Screw	
378447-10	Socket Head Cap Screw			(.312"-18 x 1.000").....	7
	(.312"-18 x 1.500").....	4	378391	Lockring	2
379688	Spline Lubricant.....	1	379688	Spline Lubricant.....	1
22-P-127-1	Bearing Gasket.....	2	379638	Field Conversion Tag	1
22-P-127-2	Bearing Gasket.....	2	22-P-127-1	Bearing Gasket (.010")	2
22-P-127-3	Bearing Gasket.....	2	22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1
328591-52X	Conversion Kit (XD to XR)		328591-70X	Conversion Kit (XD to AZ)	
3-P-283	Output Shaft (7/8"-13T)	1	3-P-844	Output Shaft	1
329194X	Bearing Cap & Cup ASSY 6-Bolt Outpost. 1		28-P-275	Oil Seal (2.627" x 1.812" x .370")	1
328711X	Pump Mount Kit.....	1	329052X	Bearing Cap Assembly	1
379063	Flat Washer (.337" x .493" x .047").....	4	379688	Spline Lubricant.....	1
378391	Lockring.....	2	378447-11	1/4" Socket Head Cap Screw	
379673	Shoulder Stud.			(.312"-18 x 2.250").....	4
	(.312"-18 x .312"-24 x 2.361")	4	378391	Lockring	2
379688	Spline Lubricant.....	1	22-P-127-1	Bearing Gasket (.010")	2
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1	22-P-127-2	Bearing Gasket (.020")	2
22-P-127-1	Bearing Gasket (.010")	2	22-P-127-3	Bearing Gasket (.015")	1
22-P-127-2	Bearing Gasket (.020")	2			
22-P-127-3	Bearing Gasket (.015")	1	328591-78X	Conversion Kit (XD to RF)	
328591-53X	Conversion Kit (XR to RA)		3-P-924X	Output Shaft	1
379638	Field Conversation Tag	1	28-P-219	Oil Seal.....	1
21-P-628	Pump Flange	1	329264X	Bearing Cap Assembly (21-P-640).....	1
378447-6	1/4" Socket Head Cap Screw		21-P-626	Pump Flange	1
	(.312"-18 x 1.000").....	7	378447-6	1/4" Socket Head Cap Screw	
				(.312"-18 x 2.250").....	7
328591-54X	Conversion Kit (XR to RB)		378391	Lockring	2
379638	Field Conversation Tag	1	379688	Spline Lubricant.....	1
21-P-572	Pump Flange	1	379638	Mounting Tag	1
378447-6	Socket Head Cap Screw		28-P-271	O-ring	1
	(.312"-18 x 1.000").....	7	22-P-127-1	Bearing Gasket (.010")	2
			22-P-127-2	Bearing Gasket (.020")	2
328591-55X	Conversion Kit (XD to RA)		22-P-127-3	Bearing Gasket (.015")	1
3-P-283X	Output Shaft	1	328591-112X	Conversion Kit (XD to RC)	
329195X	Bearing Cap & Cup ASSY 6-Bolt Outlet.... 1		3-P-800	Output Shaft (5/8"-9T)	1
21-P-628	Pump Flange	1	28-P-216	Oil Seal (2.004" x 1.250" x .374")	1
378447-6	1/4" Socket Head Cap Screw		329322X	Bearing Cap Assembly	1
	(.312"-18 x 1.000").....	7	21-P-638	Pump Flange SAE "A" Rotatable	1
379638	Field Tag Conversion	1	378447-6	Socket Head Cap Screw	
379688	Spline Lubricant.....	1		(.312"-18 x 1.000").....	4
378391	Lockring.....	2	379688	Spline Lubricant.....	1
22-P-127-1	Bearing Gasket (.010")	2	378391	Lockring	2
22-P-127-2	Bearing Gasket (.020")	2	22-P-127-1	Bearing Gasket (.010")	2
22-P-127-3	Bearing Gasket (.015")	1	22-P-127-2	Bearing Gasket (.020")	2
			22-P-127-3	Bearing Gasket (.015")	1
			378446-4	Socket Head Cap Screw	
				(.250"-20 x .750").....	6
			379638	Field Conversion Tag	1

Continued on Next Page

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

Part Number	Description	Qty.	Part Number	Description	Qty.
OUTPUT CONVERSION KITS (Continued)			OUTPUT CONVERSION KITS (Continued)		
328591-113X	Conversion Kit (XD to RD)		328591-131X	Conversion Kit (XD to RY)	
3-P-282	Output Shaft (7/8"-13T)	1	378447-8	1/4" Socket Head Cap Screw (.312"-18 x 1.500")	4
21-P-638	Pump Flange SAE "A" Rotatable	1	21-P-625	Pump Flange	1
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1	3-P-768	Output Shaft	1
329322X	Bearing Cap & Cup	1	378391	Lockring	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000")	4	329356X	Bearing Cap Assembly	1
379688	Spline Lubricant	1	329355-1X	Loose Part Kit	1
378391	Lockring	2	22-P-127-1	Bearing Cap Gasket (.010")	2
22-P-127-1	Bearing Cap Gasket (.010")	2	22-P-127-2	Bearing Cap Gasket (.020")	2
22-P-127-2	Bearing Cap Gasket (.020")	2	22-P-127-3	Bearing Cap Gasket (.015")	1
22-P-127-3	Bearing Cap Gasket (.015")	1			
379638	Field Conversion Tag	1	328591-132X	Conversion Kit (XD to RY) (Wet Spline)	
378446-4	Socket Head Cap Screw (.250"-20 x .750")	6	329057-2X	Pressure Lube Hose	1
			379556	Tee (.438-20)	1
328591-121X	Conversion Kit (XD to XY)		329355-2X	Loose Parts Kit	1
3-P-768	Output Shaft	1	21-P-625	Pump Flange	1
28-P-275	Oil Seal (2.627" x 1.812" x .370")	1	378391	Lockring	1
329234X	Bearing Cap Assembly	1	378447-8	1/4" Socket Head Cap Screw (.312"-18 x 1.500")	4
378447-6	Socket Head Cap Screw (.312"-18 x 1.000")	4	329356X	Bearing Cap Assembly	1
379688	Spline Lubricant	1	3-P-768	Output Shaft	1
378391	Lockring	2	22-P-127-1	Bearing Cap Gasket (.010")	2
22-P-127-1	Bearing Cap Gasket (.010")	2	22-P-127-2	Bearing Cap Gasket (.020")	2
22-P-127-2	Bearing Cap Gasket (.020")	2	22-P-127-3	Bearing Cap Gasket (.015")	1
22-P-127-3	Bearing Cap Gasket (.015")	1			
328591-122X	Conversion Kit (XD to XX)		328591-134X	Conversion Kit (XD to RE)	
380487	Nylon Nut	1	3-P-924	Output Shaft	1
3-P-766	Output Shaft	1	28-P-219	Oil Seal (2.506" x 1.625" x .375")	1
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1	329264X	Bearing Cap Assembly (21-P-640)	1
379111	Key (.313" x .313" x 1.031")	1	21-P-654	Pump Flange	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000")	4	378447-6	Socket Head Cap Screw (.312"-18 x 1.000")	7
			28-P-271	O-ring (2.484" x .139")	1
328591-129X	Conversion Kit (XD to AF) (Wet Spline)		378391	Lockring	1
378447-10	1/4" Socket Head Cap Screw (.312"-18 x 2.000")	4	379638	Mounting Tag	1
28-P-219	Oil Seal (2.506" x 1.625" x .375")	1	379688	Spline Lubricant	1
3-P-854	Output Shaft	1	22-P-127-1	Bearing Cap Gasket (.010")	2
378391	Lockring	1	22-P-127-2	Bearing Cap Gasket (.020")	4
329057-2X	Pressure Lube Hose	1	22-P-127-3	Bearing Cap Gasket (.015")	1
329337-4X	Wet Spline Parts Kit	1			
329350X	Bearing Cap Assembly	1	328591-141X	Conversion Kit (XD to AK) (Wet Spline)	
22-P-127-1	Bearing Cap Gasket (.010")	2	329406X	Wet Spline Loose Parts Kit	1
22-P-127-2	Bearing Cap Gasket (.020")	2	378447-8	1/4" Socket Head Cap Screw (.312"-18 x 1.500")	4
22-P-127-3	Bearing Cap Gasket (.015")	1	378391	Retaining Ring	1
			329381X	Bearing Cap Assembly	1
			3-P-282	Output Shaft	1
			28-P-216	Oil Seal	1
			22-P-24-1	Gasket	2
			22-P-24-2	Gasket	2
			22-P-24-3	Gasket	1
			379556	Run Tee	1
			329130-1X	Hose	1

Continued on Next Page

♦ No longer a current option per Chelsea Suggested List Price.

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

Part Number	Description	Qty.	Part Number	Description	Qty.
OUTPUT CONVERSION KITS (Continued)			OUTPUT CONVERSION KITS (Continued)		
328591-142X	Conversion Kit (XD to PF*)		328591-159X	Conversion Kit (XD to RK)	
3-P-924	Output Shaft	1	3-P-283	Output Shaft (7/8"-13T)	1
28-P-219	Oil Seal (2.506" x 1.625" x .375")	1	379688	Spline Lubricant.....	1
329264X	Bearing Cap Assembly	1	379638	Field Conversion Tag	1
21-P-661	Pump Flange	1	378447-7	Socket Head Cap Screw (.312"-18 x 1.250").....	4
378447-6	Socket Head Cap Screw (.312"-18 x 1.000").....	7	378391	Lockring	2
378391	Lockring	1	329656X	Rotatable Bearing Flange.....	1
379688	Spline Lubricant.....	1	28-P-216	Oil Seal (2.004" x 1.250" x .374")	1
379638	Field Conversion Tag	1	21-P-734	Pump Flange SAE	1
28-P-271	O-ring (2.484" x .139").....	1	22-P-127-1	Bearing Cap Gasket (.010").....	2
22-P-127-1	Bearing Cap Gasket (.010").....	2	22-P-127-2	Bearing Cap Gasket (.020").....	2
22-P-127-2	Bearing Cap Gasket (.020").....	2	22-P-127-3	Bearing Cap Gasket (.015").....	2
22-P-127-3	Bearing Cap Gasket (.015").....	1	379740-6	Socket Head Cap Screw (M10-1.500 x 25").....	6
328591-143X	Conversion Kit (XD to PA*)		328591-160X	Conversion Kit (XD to RK) (Wet Spline)	
3-P-283	Output Shaft (7/8-13T).....	1	3-P-283	Output Shaft (7/8"-13T)	1
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1	329057-4X	Pressure Lube Hose.....	1
329195X	Bearing Cap & Cup Assembly	1	329681X	Wet Spline Installation Kit.....	1
21-P-661	Pump Flange	1	21-P-734	Pump Flange SAE	1
378447-6	Socket Head Cap Screw (.312"-18 x 1.000").....	7	378447-7	Socket Head Cap Screw (.312"-18 x 1.250").....	4
378391	Lockring	2	329656X	Rotatable Bearing Flange.....	1
379638	Mounting Tag	1	22-P-127-1	Bearing Cap Gasket (.010").....	2
379688	Spline Lubricant.....	1	22-P-127-2	Bearing Cap Gasket (.020").....	2
22-P-127-1	Bearing Cap Gasket (.010").....	2	22-P-127-3	Bearing Cap Gasket (.015").....	2
22-P-127-2	Bearing Cap Gasket (.020").....	2	378391	Lockring	2
22-P-127-3	Bearing Cap Gasket (.015").....	1	379231	Pipe Plug (.125"-27)	1
328591-157X	Conversion Kit (XD to XK) (Wet Spline)		379740-6	Socket Head Cap Screw (M10-1.500 x 25").....	6
329825X	Wet Spline Loose Parts Kit.....	1	22-P-126	Gasket	1
378447-8	Socket Head Cap Screw (.312"-18 x 1.500").....	4	379638	Field Conversion Tag	1
378391	Lockring	1	328591-162X	Conversion Kit (XD to RJ*) (Wet Spline)	
329824X	Wet Spline Bearing Cap Assembly.....	1	3-P-854	Output Shaft	1
3-P-282	Output Shaft (7/8"-13T)	1	329057-4X	Pressure Lube Hose.....	1
28-P-216	Oil Seal (2.004" x 1.250" x .374")	1	329681X	Wet Spline Installation Kit.....	1
22-P-127-1	Bearing Cap Gasket (.010").....	2	21-P-734	Pump Flange SAE	1
22-P-127-2	Bearing Cap Gasket (.020").....	2	378447-7	Socket Head Cap Screw (.312"-18 x 1.250").....	4
22-P-127-3	Bearing Cap Gasket (.015").....	1	329656X	Rotatable Bearing Flange.....	1
379556	Run Tee	1	22-P-127-1	Bearing Cap Gasket (.010").....	2
329130-1X	Hose	1	22-P-127-2	Bearing Cap Gasket (.020").....	2
			22-P-127-3	Bearing Cap Gasket (.015").....	2
			378391	Lockring	2
			379231	Pipe Plug (.125-27).....	1
			379740-6	Socket Head Cap Screw (M10-1.500 x 25").....	6
			22-P-126	Gasket	1
			379638	Field Conversion Tag	1

✦ No longer a current option per Chelsea Suggested List Price.

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



1. **Definitions.** 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, 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) Seller warrants that all products sold conform to the applicable Parker Chelsea standard specification for the lesser period of 2 years (24 Months) from date of service or 2-1/2 years (30 Months) from date of build (as marked on the product name plate); (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 CLAUSE; DISCLAIMER OF WARRANTY, CONDITIONS, REPRESENTATIONS: THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY, CONDITION, AND REPRESENTATION,**

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Offer of Sale Continued

PERTAINING TO PRODUCTS. SELLER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER STATUTORY, 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 IS".

6. Claims; Commencement of Actions. 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 non-conformance 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. LIMITATION OF LIABILITY. 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. Loss to Buyer's Property. 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. Also, Seller shall not be responsible for any loss or damage to Buyer's 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. Buyer 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 majeure 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 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

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Offer of Sale Continued

WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

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 Buyer 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.

09/22



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