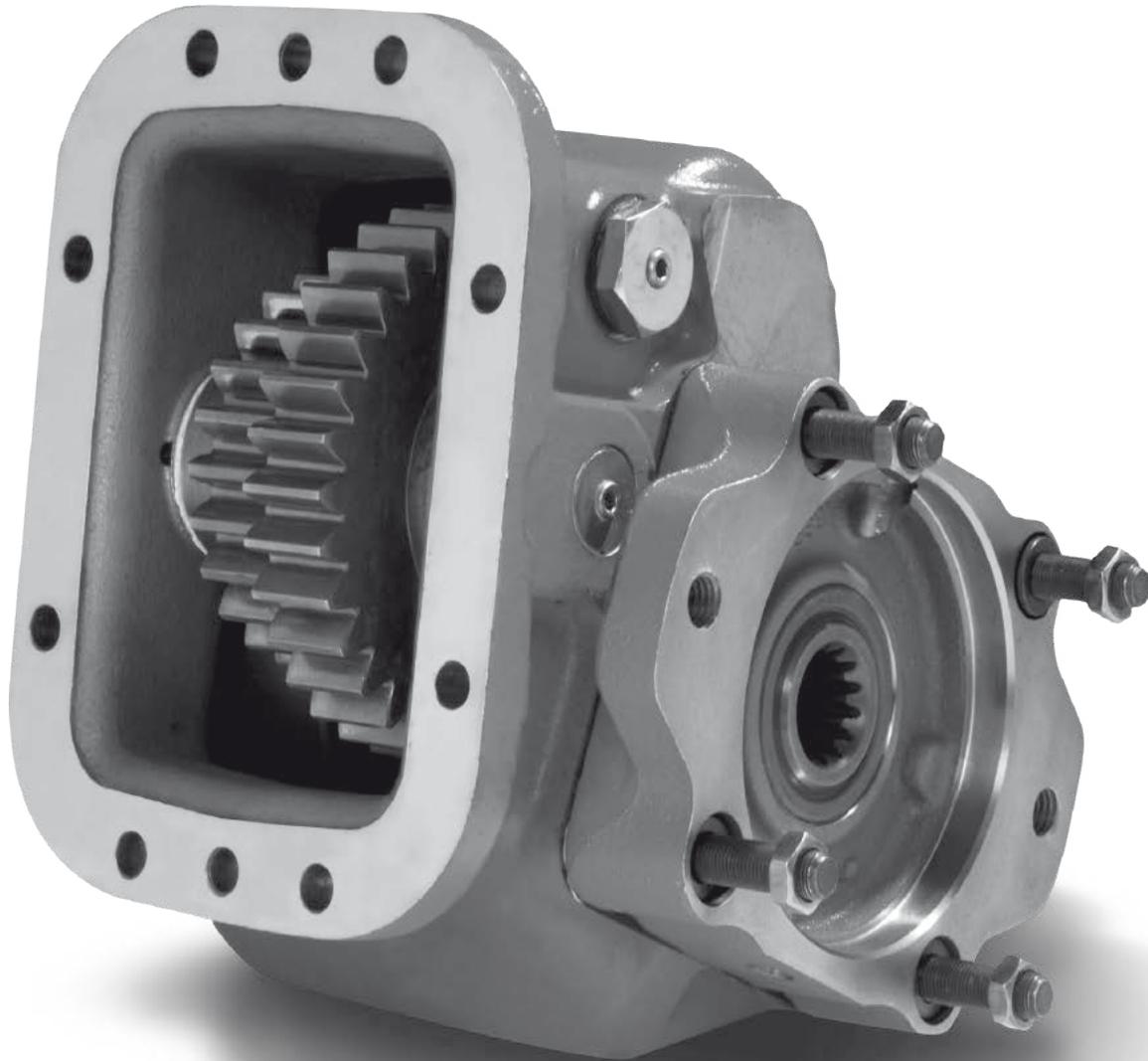


Effective: HY25-2852-M1/US March 15, 2023  
Supersedes: HY25-2852-M1/US August 15, 2022



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# Power Take-Off Parts List

## 852 Series



### **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**

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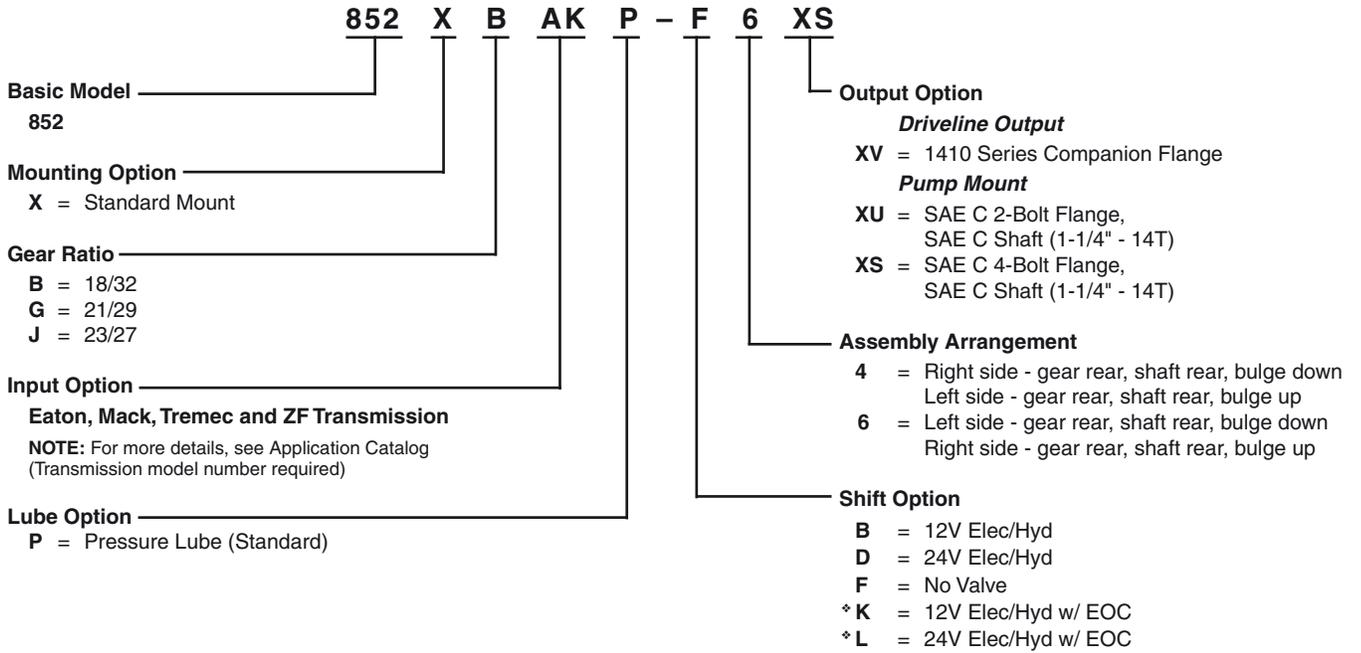
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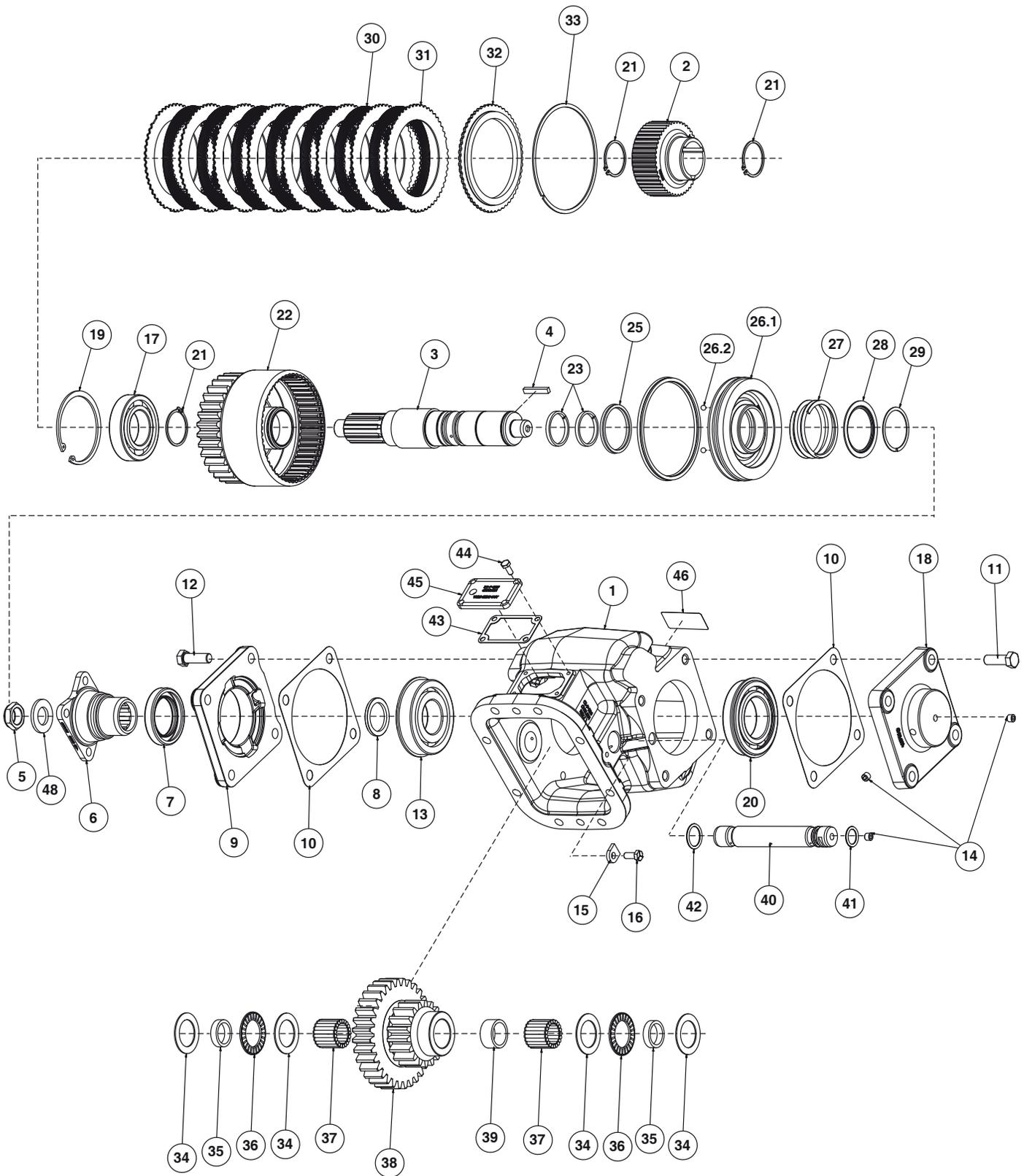
Offer of Sale ..... 15-17



**Model Number Designator**



\*No longer a current option per 2022 Chelsea Suggested List Price.



**Bill of Materials**

Item	Part Number	Description	Qty.
1	1-P-452	Housing (4 Arrangement) .....	1
	1-P-451	Housing (6 Arrangement) .....	1
2	2-P-557	Inner Clutch Gear .....	1
3	3-P-756	Output Shaft (XV Output) .....	1
4	379099	Drive Key (.250" x .187" x 1.493") .....	1
5	380486	Stop Nut, Nylon Lock - Thin 1-1/4" Hex Head (.875"-14) (XV Output).....	1
6	380503	1410 Series Companion Flange (XV Output) .....	1
7	28-P-211	Oil Seal (3.001" x 2.000" x .375") (XV Output) .....	1
8	4-P-76	Spacer (XV Output) .....	1
9	21-P-75	Bearing Cap (XV Output).....	1
10	22-P-25-2	Bearing Cover Gasket .....	2
11	378433-14	3/4" Hex Head Cap Screw (.500"-13 x 1.500") .....	4
12	378433-14	3/4" Hex Head Cap Screw (.500"-13 x 1.500") (XV Output) .....	4
13	550055	Ball Bearing (1.771" x 3.937" x .984") .....	1
14	379231	1/8" NPT Plug.....	3
15	27-P-9	Lock Plate.....	2
16	378430-8	1/2" Hex Head Cap Screw (.312"-18 x .750") .....	2
17	550311	Ball Bearing (1.772" x 3.346" x .748") .....	1
18	328835X	Bearing Cap & Seal Sub-Assembly .....	1
18.1	21-P-377	Bearing Cap.....	1
18.2	28-P-119	Oil Seal (1.379" x .875" x .250") .....	1
18.3	378811	Back-up Plate .....	1
18.4	378849	Lockring.....	1
19	378263	Lockring .....	1
20	550749	Ball Bearing (2.1654" x 3.9370" x .8268") .....	1
21	378477	Lockring – External (XV Output).....	3
22	See Chart <a href="#">Page 5</a>	Spider Gear Assembly.....	1
23	379328	Piston Ring .....	2
24	28-P-63	Block Vee Ring (2.501" x 2.125" x .188").....	2
25	28-P-64	Block Vee Ring (5.250" x 4.750" x .250").....	1
26	328114X	Piston Assembly (Includes Piston and 2 Balls) .....	1
26.1	66-P-3	Piston.....	1
26.2	500566-7	Ball (.25").....	2
27	37-P-24	Spring (2.531" x 2.13") .....	1
28	378426	Spring Retainer.....	1
29	378427	Lockring .....	1
30	378254	Friction Disc.....	7
31	379776	Clutch Plate .....	8
32	378337	Opposing Clutch Disc Stop.....	1
33	378266	Lockring .....	1
34	31-P-90	Thrust Washer (1.382" x 2.042" x .062") .....	4
35	14-P-48	Spacer (1.080" x 1.375" x .339") .....	2

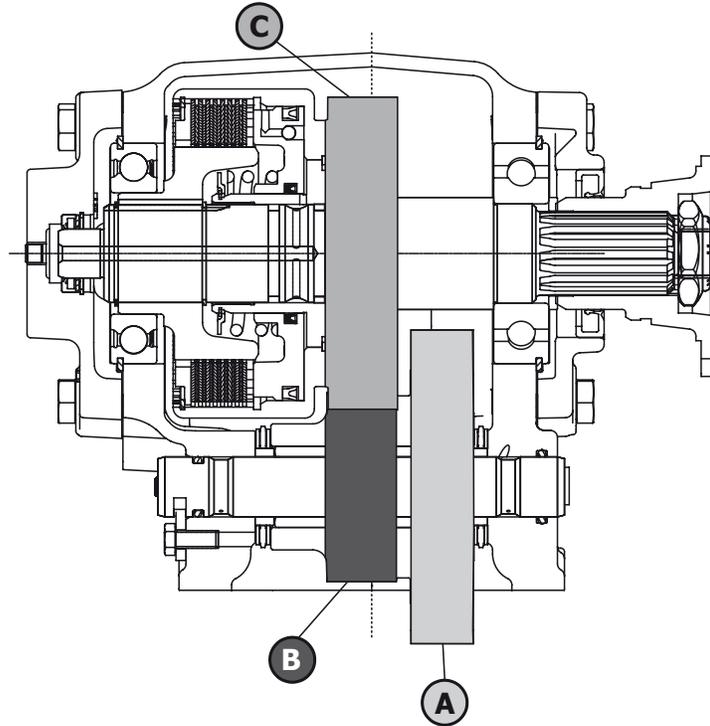
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**Bill of Materials**

Item	Part Number	Description	Qty.
36	378769	Thrust Bearing (1.375" x 2.000" x .125") .....	2
37	378389	Needle Roller Bearing .....	42
38	See Chart <a href="#">Page 5</a>	Input Cluster Gear .....	1
39	14-P-27	Spacer (1.156" x 1.442" x .687") .....	1
40	9-P-37	Idler Shaft (1.07") .....	1
41	28-P-240	O-ring (.796" x .139").....	1
42	28-P-239	O-ring (1.046" x .139").....	1
43	35-P-93	Gasket Cover Plate.....	1
44	378429-6	7/16" Hex Head Cap Screw (.250" x 20" x .625") .....	4
45	34-P-136	Cover Plate .....	1
46	68-P-51-1	Adhesive Label .....	1
48	380076-13	Flat Hardened Washer (.950" x 1.762" x .157").....	1
		<b>See pages 13 for Bill of Materials for the below loose parts.</b>	
		<b>SERVICE KITS</b>	
	328356-11X	Gasket & Seal Kit .....	1
	328368-2X	Needle Bearing Kit (Includes Spacers).....	1
		<b>STUD KITS</b>	
	328170-8X	Mounting Stud Kit .....	1
		<b>INSTALLATION KITS</b>	
	328715X	12V Electric Shift Installation Kit (B Shift).....	1
	328749X	24V Electric Shift Installation Kit (D Shift).....	1
	328948-17X	Gasket & Installation Instructions .....	1
		<b>LOOSE PARTS</b>	
	328075X	Pressure Lube Hose Assembly .....	1

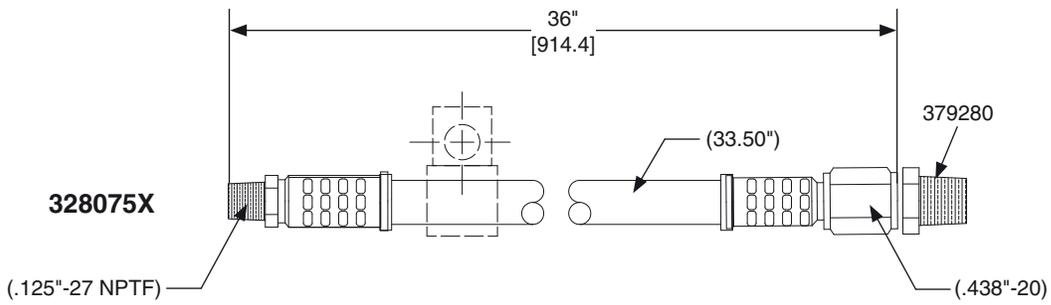
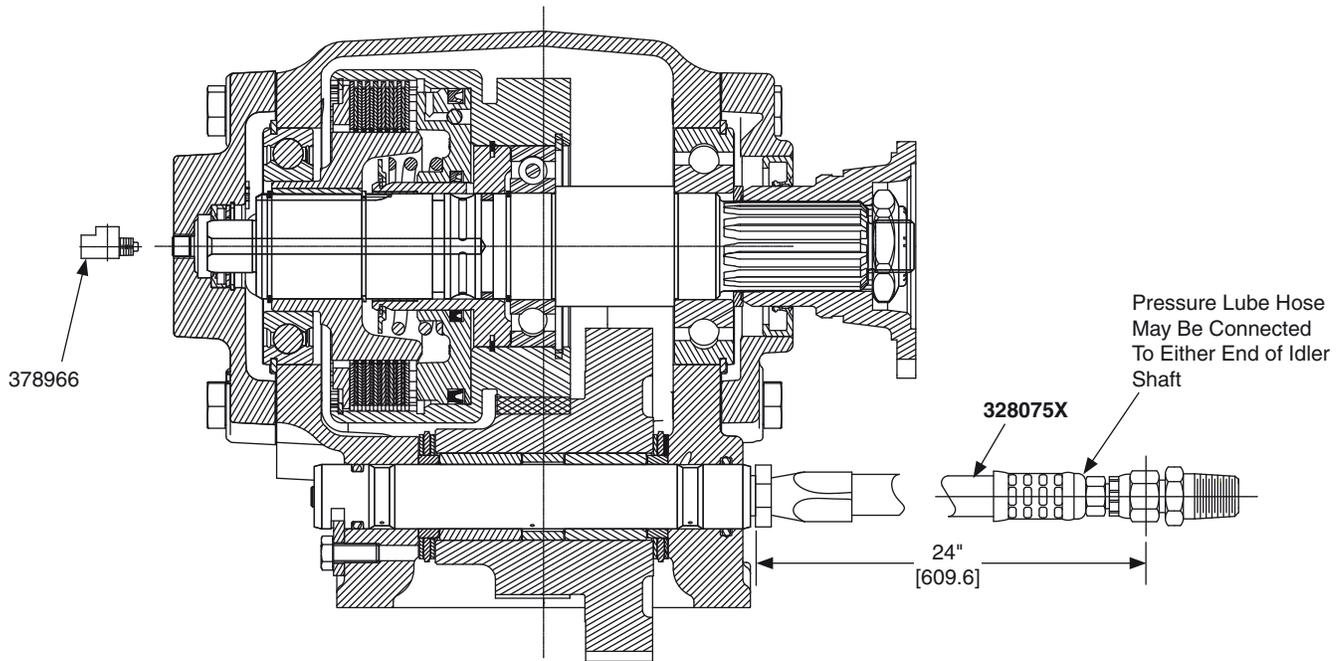
**Gear Chart**

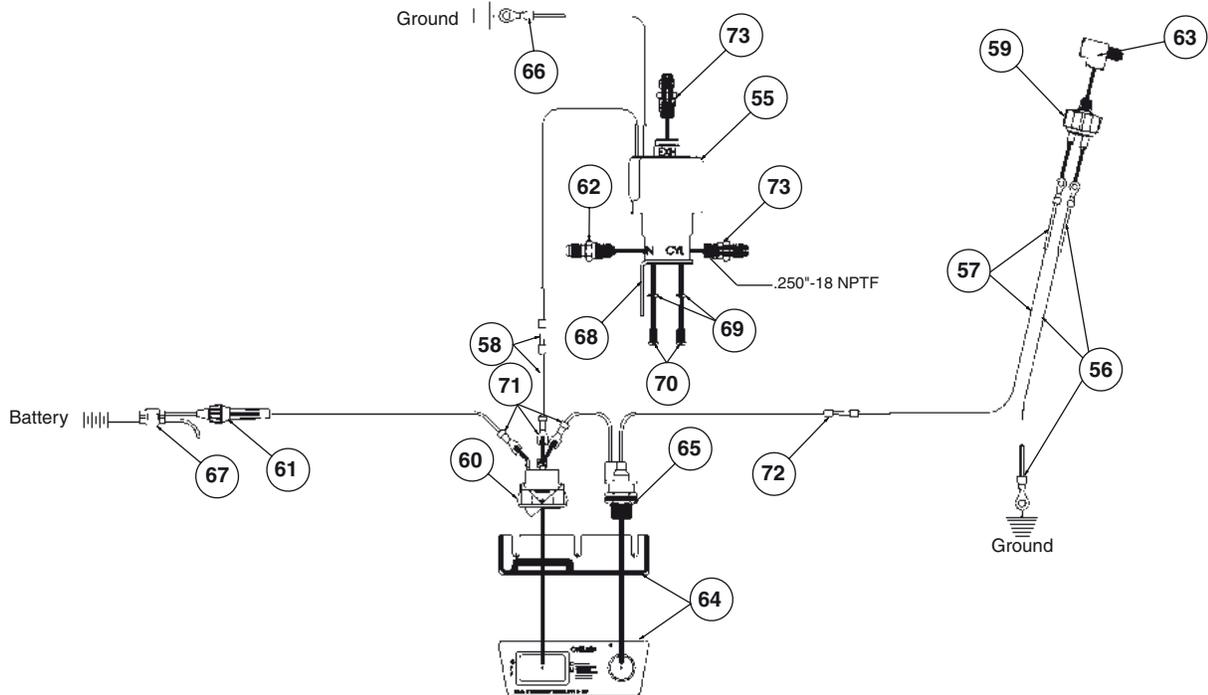


GEAR DESIGNATOR	INPUT GEAR			RATIO GEAR	OUTPUT SPIDER GEAR		
	INPUT GEAR	NO. TEETH (A) (37)	HELIX ANGLE	NO. TEETH (B)	OUTPUT GEAR	NO. TEETH (C)	ASSEMBLY NO. (22)
852*BAH	5-P-375	32	Spur	18	2-P-265	32	328115X
852*BAK	5-P-296	32	Spur	18	2-P-265	32	328115X
852*GAK	5-P-297	32	Spur	21	2-P-266	29	328112X
852*JAK	5-P-295	32	Spur	23	2-P-264	27	328116X

Part Number	Description	Qty.
<b>328112X</b>	Spider Gear ASSY.....	1
<b>2-P-266</b>	Spider Gear .....	1
<b>378267</b>	Retaining Ring.....	1
<b>328113X</b>	Spider Gear Hub ASSY .....	1
<b>328115X</b>	Spider Gear ASSY.....	1
<b>2-P-265</b>	Spider Gear .....	1
<b>378267</b>	Retaining Ring.....	1
<b>328113X</b>	Spider Gear Hub ASSY .....	1
<b>328116X</b>	Spider Gear ASSY.....	1
<b>2-P-264</b>	Spider Gear .....	1
<b>378267</b>	Retaining Ring.....	1
<b>328113X</b>	Spider Gear Hub ASSY .....	1

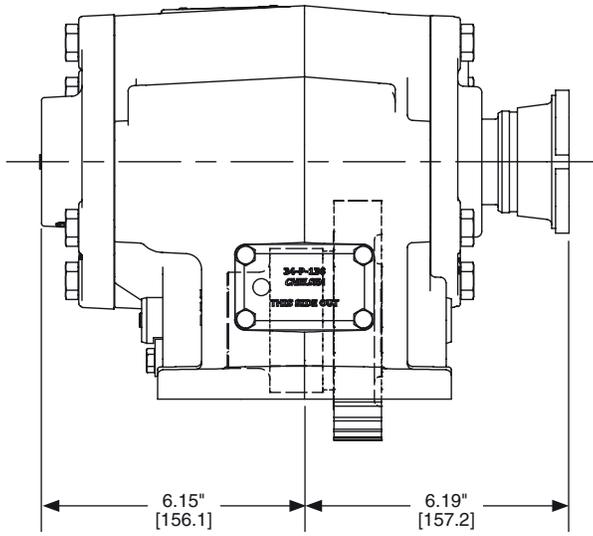
Pressure Lube



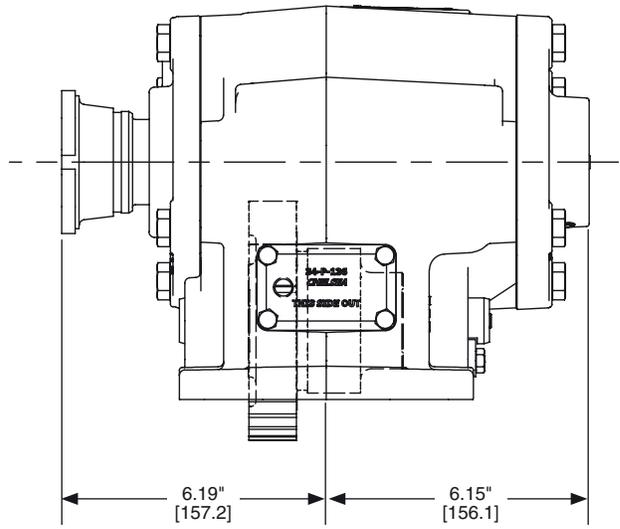


Item	Part Number	Description	Qty.
	<b>328715X</b>	Shift Installation Kit, 12V (Includes Items 55 thru 73).....	1
	<b>328749X</b>	Shift Installation Kit, 24V (Includes Items 55 thru 73).....	1
55	<b>379193-1</b>	Solenoid Valve, 12V for 328715X Kit.....	1
	<b>379193-2</b>	Solenoid Valve, 24V for 328749X Kit.....	1
56	<b>379254-14</b>	Black Wire with Two Ring Connectors.....	1
57	<b>379254-13</b>	Blue Wire with One Ring Connector.....	1
58	<b>379254-3</b>	Green Wire with One Butt Connector.....	1
	<b>328963X</b>	Parts Bag, 12V Kit (328715X) (Includes Items 59 thru 73).....	1
	<b>328964X</b>	Parts Bag, 24V Kit (328749X) (Includes Items 59 thru 73).....	1
59	<b>379547</b>	Pressure Switch.....	1
60	<b>378881</b>	Rocker Switch.....	1
61	<b>378884</b>	Fuse Holder, 9 AMP.....	1
62	<b>379449</b>	Screened Adaptor (.125"-18 NPT).....	1
63	<b>378966</b>	Screened Street Tee.....	1
64	<b>379336</b>	Bracket.....	1
65	<b>378978</b>	Indicator Light, 12V (Kits 328963X & 328715X).....	1
	<b>379005</b>	Indicator Light, 24V (Kits 328964X & 328749X).....	1
66	<b>379253</b>	Ring Connector.....	2
N.S.	<b>379061</b>	Wire Ties.....	6
67	<b>379257</b>	Splice Connector.....	1
68	<b>379258</b>	Solenoid Mounting Bracket.....	1
69	<b>500357-7</b>	Lock Washer.....	2
70	<b>500457-6</b>	Mounting Screw (.190"-32 x .438").....	2
71	<b>379306</b>	Fork Connector.....	3
72	<b>379252</b>	Butt Connector.....	1
73	<b>379280</b>	Adaptor Fitting.....	2

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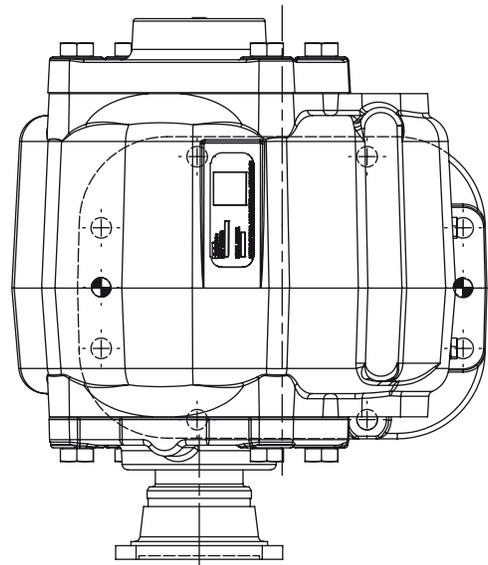
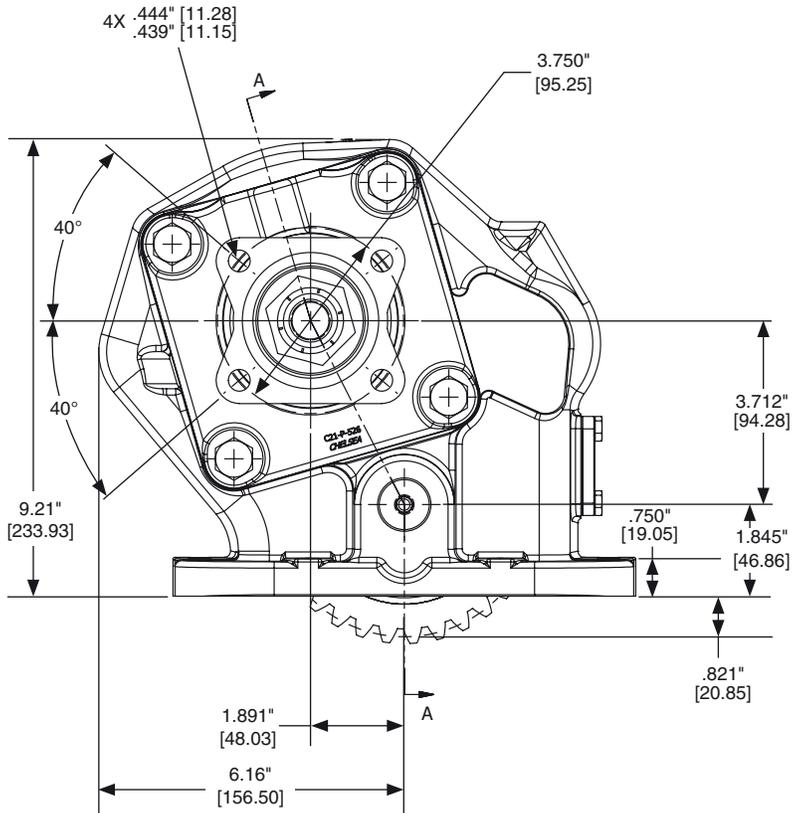


**Assembly 4**



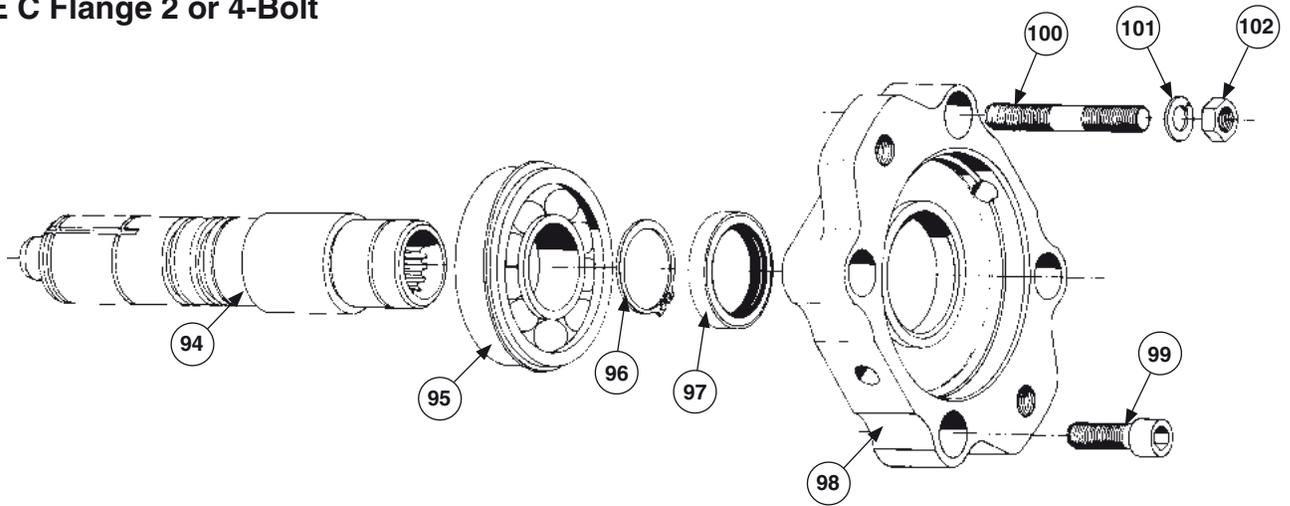
**Assembly 6**

**Housing Dimensions**



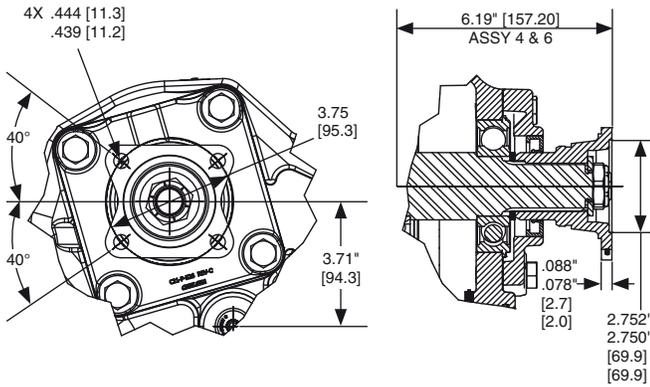
**Output Options**

**Pump Flange Assembly XS & XU  
SAE C Flange 2 or 4-Bolt**



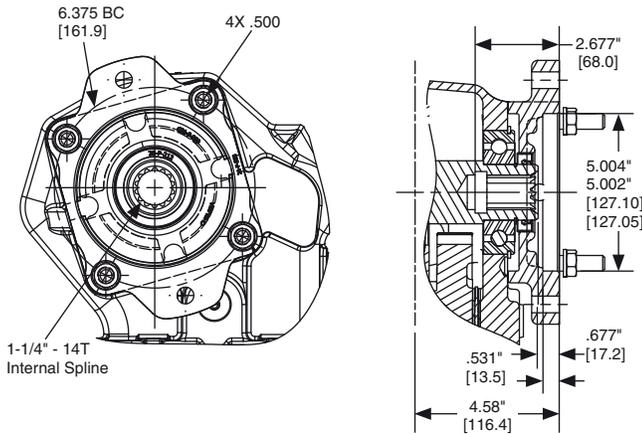
Item	Part Number	Description	Qty.
94	3-P-758	Output Shaft (1-1/4"-14T) (Assembly XS & XY) .....	1
95	550055	Bearing (Assembly XS & XY) .....	1
96	378477	Lockring (Assembly XS & XU).....	1
97	28-P-212	Oil Seal (Assembly XS & XU).....	1
98	21-P-383	Pump Flange, 4 & 6 Arrangement (Assembly XS & XU).....	1
99	378450-8	3/8" Socket Head Cap Screw (.500"-13 x 1.50") (2-Bolt Assembly XU Only).....	4
100	379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750") Self Locking, (4-Bolt Assembly XS Only) .....	4
101	500356-13	Lock Washer (.50" Dia.) (Assembly XS Only).....	4
102	500381-5	3/4" Hex Jam Nut (.500"-20) (Assembly XS Only).....	4

**Bill of Materials - Driveline Output**

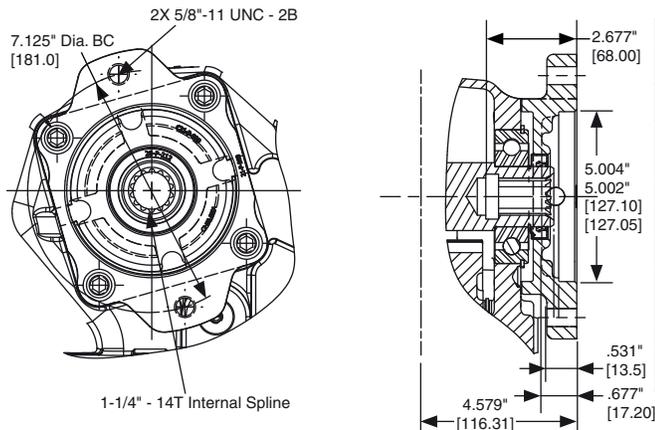


XV Output Option 1410 Series Companion Flange		
Part Number	Description	Qty.
3-P-756	Output Shaft .....	1
380486	Stop Nut - Nylon Lock - Thin (.875"-14).....	1
380503	1410 Series Companion Flange.....	1
28-P-211	Oil Seal (3.001" x 2.000" x .375") .....	1
4-P-76	Spacer.....	1
21-P-75	Bearing Cap.....	1
378433-14	Hex Head Cap Screw (.500"-13 x 1.500") .....	4
378477	Lockring – External.....	3
380076-13	Flat Hardened Washer (.950" x 1.762" x .157").....	1

**Bill of Materials - Pump Mount**



XS Output Option SAE C 4-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
21-P-383	Pump Flange, 4 & 6 Arrangement.....	1
3-P-758	Output Shaft, 1-1/4"-14T 4 & 6 Arrangement .....	1
500356-13	Lock Washer (.500" Dia.).....	4
500381-5	3/4" Hex Nut (.500"-20).....	4
379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750").....	4
28-P-212	Oil Seal (2.506" x 1.750" x .315") .....	1
378477	Lockring – External.....	1



XU Output Option SAE C 2-Bolt Flange, SAE C Shaft (1-1/4" - 14T)		
Part Number	Description	Qty.
21-P-383	Pump Flange, 4 & 6 Arrangement.....	1
3-P-758	Output Shaft, 1-1/4"-14T 4 & 6 Arrangement .....	1
378450-8	3/8" Hex Head Cap Screw (.500"-13 x 1.500").....	4
39-P-136	Cover Plate.....	1
378477	Lockring – External.....	1
28-P-212	Oil Seal (2.506" x 1.750" x .315") .....	1
379442	Shoulder Stud (.500"-13 x .500"-20 x 3.750").....	4
500356-13	Lock Washer (.575" x .319" x .056").....	4
500381-5	3/4" Hex Nut (.500"-20).....	4





Part Number	Description	Qty.	Part Number	Description	Qty.
<b>SERVICE KITS</b>			<b>STUD KITS</b>		
<b>328356-11X</b>	<b>Gasket &amp; Seal Kit</b>		<b>328170-8X</b>	<b>PTO Stud Mounting Kit</b>	
22-P-25-2	Gasket .....	2	378054	Dowel Pin (.438" x 1.000").....	2
28-P-211	Oil Seal (3.001" x 2.000" x .375") .....	1	379424-21	Mounting Stud (.438"-14 x .438"-20 x 2.250") .....	8
28-P-212	Oil Seal (2.506" x 1.750" x .315") .....	1	379745	Flange Nut (.438"-20) .....	8
28-P-239	O-ring (1.046" x .139").....	1	Continued on Next Page		
28-P-240	O-ring (.796" x .139").....	1			
28-P-63	Oil Seal, O-ring.....	1			
28-P-64	Oil Seal, O-ring.....	1			
35-P-15-1	Mounting Gasket (8-Bolt & 10-Bolt) .....	1			
35-P-15-2	Mounting Gasket (8-Bolt & 10-Bolt).....	1			
379328	Piston Ring .....	2			
28-P-119	Oil Seal (1.379" x .875" x .250") .....	1			
35-P-93	Cover Plate Gasket.....	1			
<b>328368-2X</b>	<b>Needle Bearing Kit</b>				
14-P-27	Spacer (1.156" x 1.442" x .687") .....	1			
14-P-48	Spacer (1.080" x 1.375" x .339") .....	2			
378389	Needle Roller Bearing .....	42			

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

Part Number	Description	Qty.
<b>INSTALLATION KITS</b>		
<b>328715X</b>	<b>12V Electric Shift Installation Kit (B Shift)</b>	
328963X	Parts Bag.....	1
75-P-46X	Wire & Connectors Kit .....	3
379686-1	12V Hydraulic Shift Solenoid Valve.....	1
<b>328749X</b>	<b>24V Electric Shift Installation Kit (D Shift)</b>	
328964X	Parts Bag.....	1
75-P-46X	Wire & Connectors Kit .....	3
379686-2	24V Hydraulic Shift Solenoid Valve.....	1
<b>328948-17X</b>	<b>Gasket &amp; Installation Kit</b>	
328946X	Caution Label Kit .....	1
35-P-15-1	Housing Gasket (.010") .....	2
35-P-15-2	Housing Gasket (.020") .....	2
379085-2	Instructions Label .....	1
379624	Product Warranty Card .....	1
Owner's Manual	HY25-1240-M1/US .....	1
Safety Guide	HY25-1002-M1/US .....	1

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

## 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](http://www.P65Warnings.ca.gov)

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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**

Continued on Next Page

## Offer of Sale Continued

**REPRESENTATION, 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, REPERFORM 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,

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

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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](http://www.P65Warnings.ca.gov)

circumstances beyond Seller's control that permanently or temporarily hinders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to cancel any orders following its claim of an event of force majeure.

**17. Waiver and Severability.** Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.

**18. Duration.** Unless otherwise stated in the Quote, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of one (1) year; and (b) shall automatically renew for successive one-year terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement pursuant to Section 19 of these Terms

**19. Termination.** Seller may, without liability to Buyer, terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets

**20. Ownership of Rights.** Buyer agrees that (a) Seller (and/ or its affiliates) owns or is the valid licensee of Seller's IP and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer any ownership interest or license in or to Seller's IP to Buyer, unless expressly agreed in writing. Without limiting the foregoing, Seller retains ownership of all Software supplied to Buyer. In no event shall Buyer obtain any greater right in and to the Software than a right in a license limited to the use thereof and subject to compliance with any other terms provided with the Software. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any Software (including firmware) comprising or contained within a Product, except and only to the extent that such activity may be expressly permitted, either by applicable law or, in the case of open source software, the applicable open source license.

**21. Indemnity for Infringement of Intellectual Property Rights.** Seller is not liable for infringement of any Intellectual Property Rights except as provided in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third-party claim that one or more of the Products infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer (including Seller's use of Buyer's Property); or (ii) directed to any Products for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.

**22. Governing Law.** These Terms, the terms of any Quote, and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to the sale and delivery of the Products.

**23. Entire Agreement.** These Terms, along with the terms set forth in the Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the Quote and these Terms, the terms set forth in the Quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. No modification to these Terms will be binding on Seller unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence, 'clickwrap' or other purported electronic assent to different or additional terms. Sections 2-25 of these Terms shall survive termination or cancellation of any agreement governed by or arising from these Terms.

**24. No 'Wrap' Agreements/No Authority to Bind.** Seller's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," to utilize Buyer's software or webpage for the placement of orders, is NOT an agreement to Buyer's Terms and Conditions. **NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.**

**25. Compliance with Laws.** Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), the U.S. Food Drug and Cosmetic Act ("FDCA"), and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer represents that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, Export Laws, the FDCA and the FDA and certifies that 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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