



Bulletin PM1624-10-M1/USA

Parker Pumps Parts & Service

Effective: July, 2003
Supersedes: May, 2000



PVP Series Variable Volume Piston Pump Service Bulletin

Model
PVP41**** 11
PVP48**** 11

 **WARNING**

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

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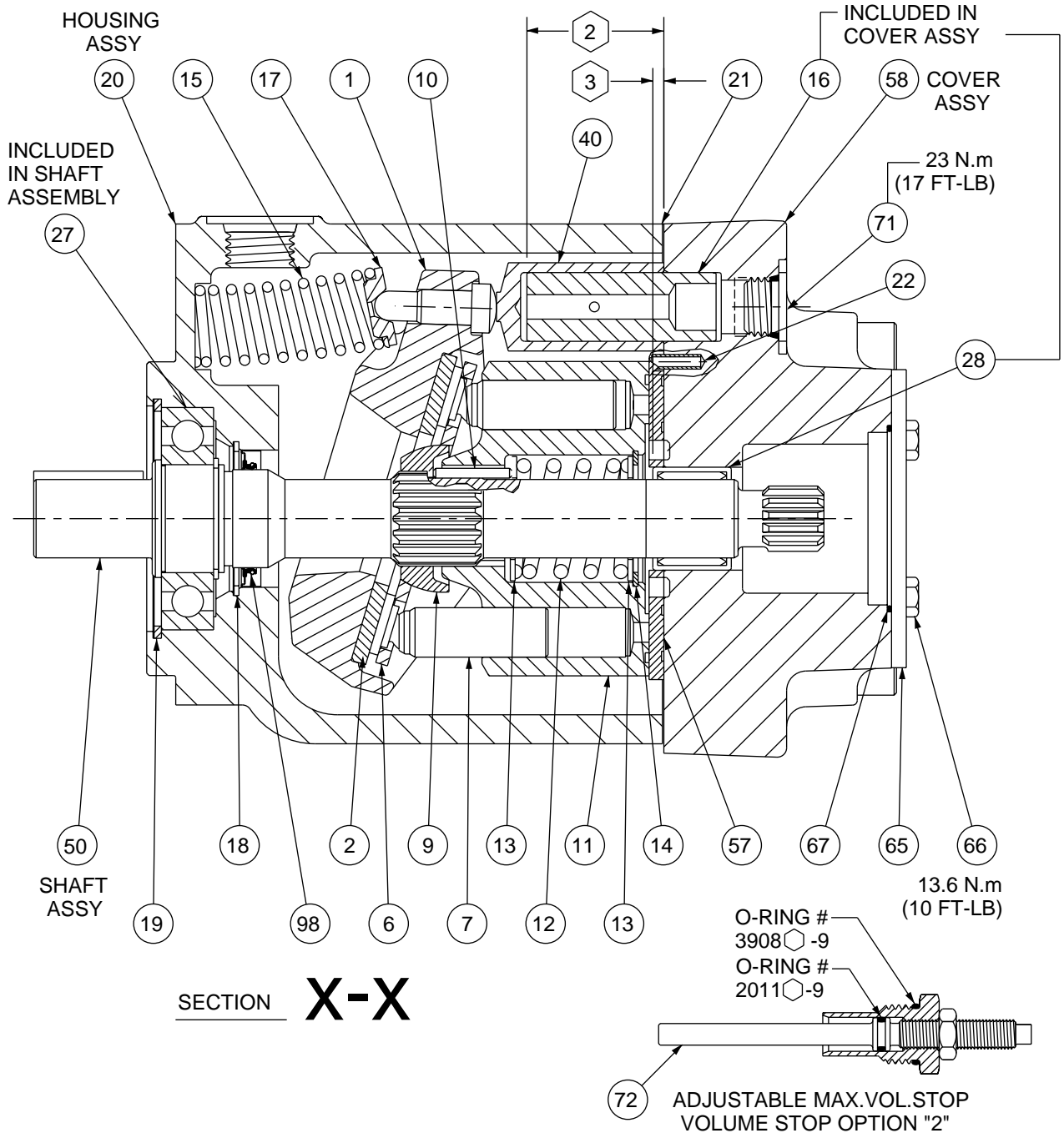
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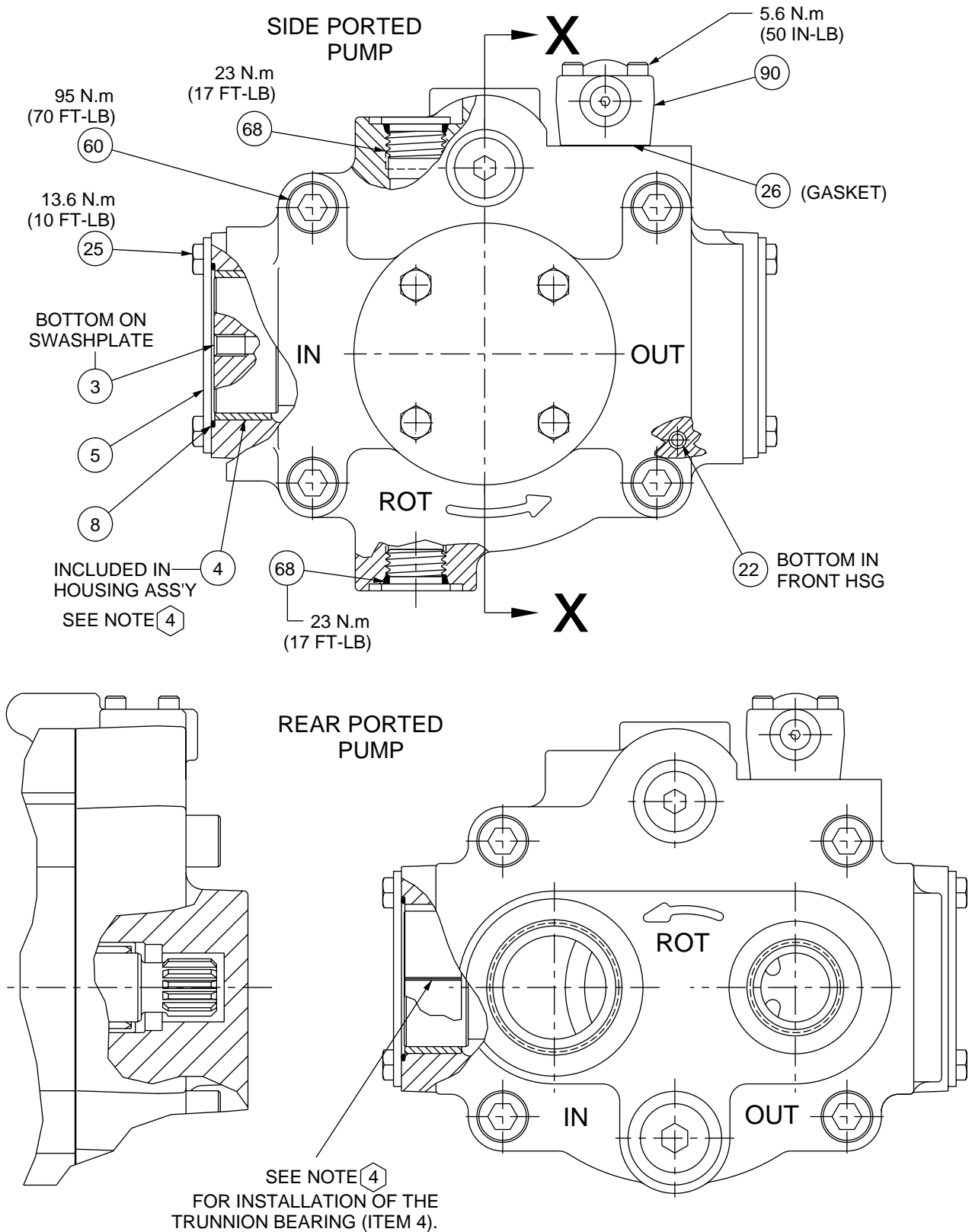


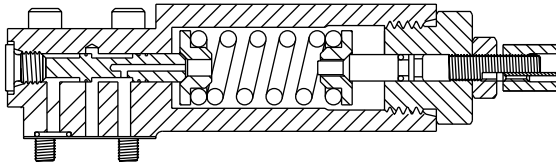
SECTION **X-X**

NOTE:

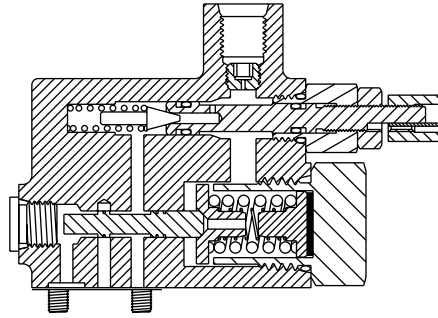
1 PUMP SHOWN IS A RIGHTHAND (CW) ROTATION PUMP. FOR A LEFTHAND (CCW) ROTATION PUMP THE INLET AND OUTLET PORTS WILL BE REVERSED.

- 2 INSTALLED HEIGHT OF ITEM 16 (SERVO POST) ABOVE ITEM 58 (REAR COVER) TO BE 44.27/44.37mm (1.743/1.747").
- 3 INSTALLED HEIGHT OF ITEM 28 (NEEDLE BEARING) ABOVE ITEM 58 (REAR COVER) TO BE 3.30/3.81mm (.130/.150").
- 4 INSTALL ITEM 4 (TRUNNION BEARING) INTO HOUSING FLUSH WITH THE BOTTOM OF THE O-RING GROOVE.THE SEAM MUST BE ORIENTED TOWARDS THE REAR COVER WITHIN $\pm 30^\circ$.

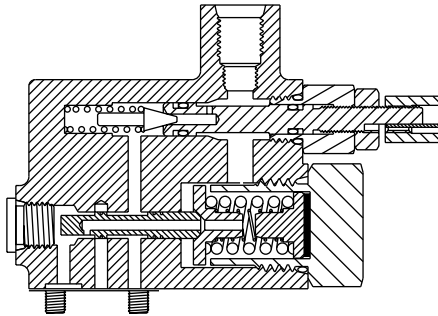




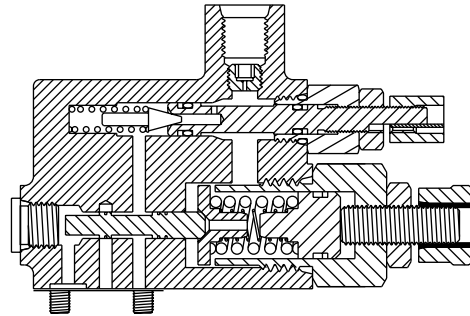
"OMIT" COMPENSATOR ITEM 90



"ME" COMPENSATOR ITEM 92

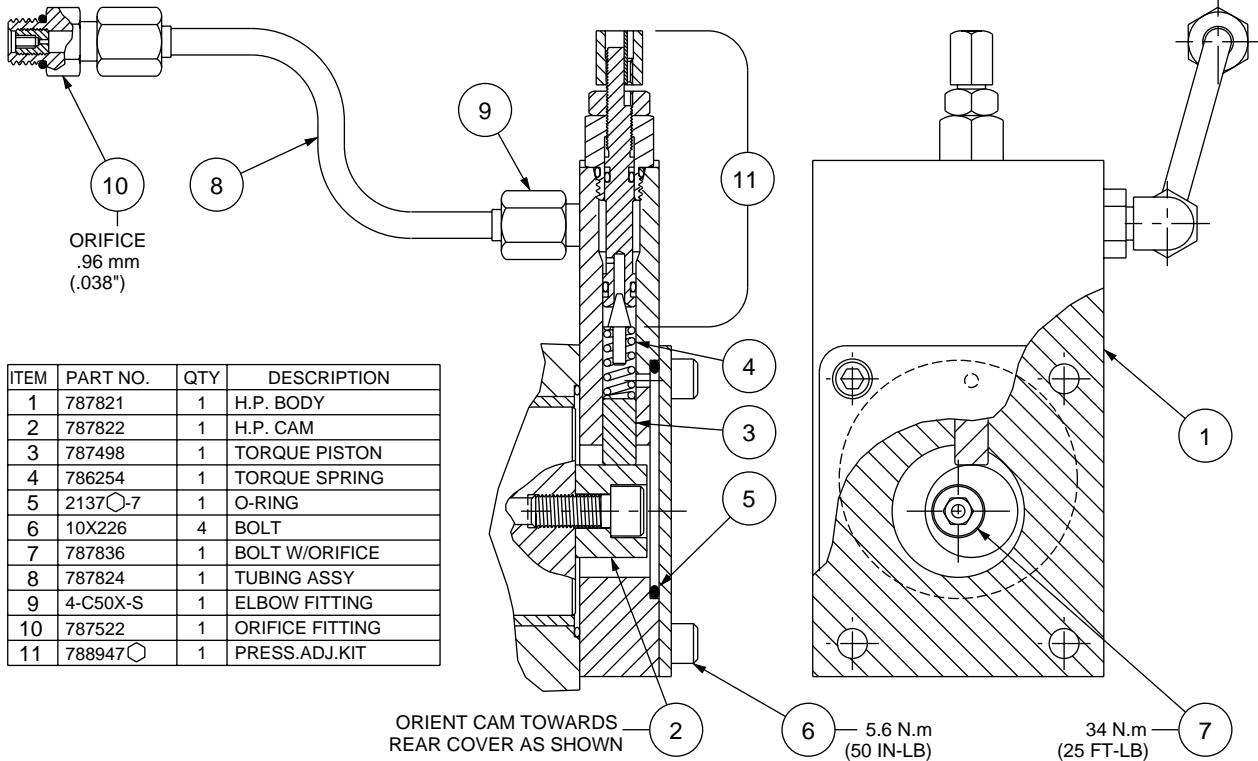


REMOTE CONTROL OPTION "M"
 REQ'D W/POWER OPTION "H" OR "HLM"
 ITEM 91



LOAD SENSE OPTION "A"
 REQ'D W/POWER OPTION "C" OR "HLA"
 ITEM 93

P/N: 787501 ◯ -HORSEPOWER ASSY - ITEM 94

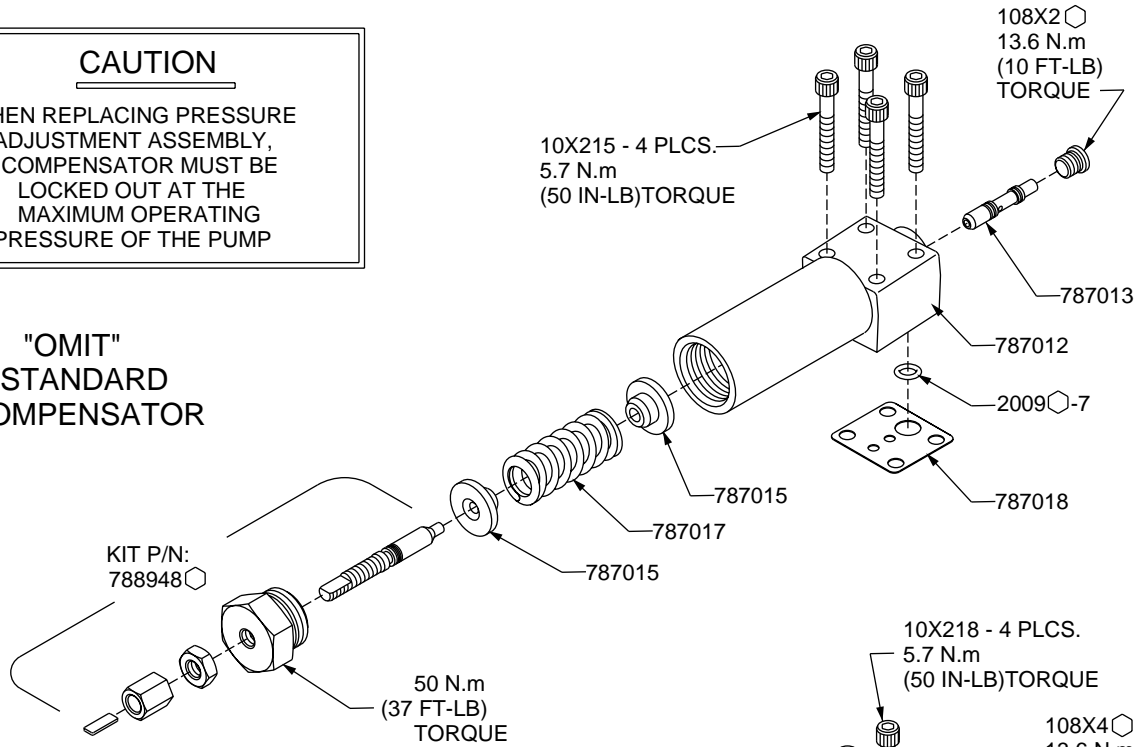


ITEM	PART NO.	QTY	DESCRIPTION
1	787821	1	H.P. BODY
2	787822	1	H.P. CAM
3	787498	1	TORQUE PISTON
4	786254	1	TORQUE SPRING
5	2137 ◯-7	1	O-RING
6	10X226	4	BOLT
7	787836	1	BOLT W/ORIFICE
8	787824	1	TUBING ASSY
9	4-C50X-S	1	ELBOW FITTING
10	787522	1	ORIFICE FITTING
11	788947 ◯	1	PRESS.ADJ.KIT

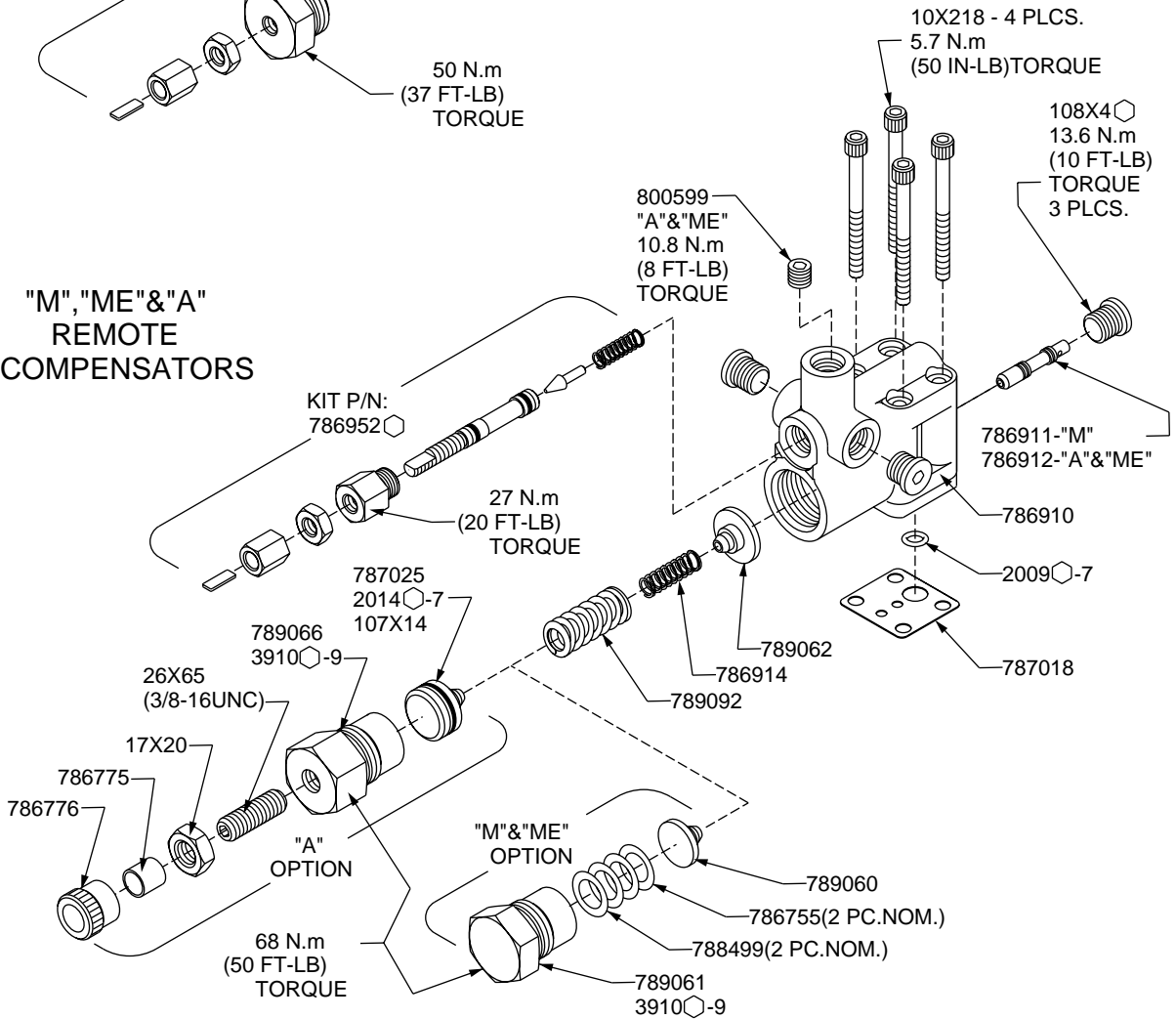
CAUTION


WHEN REPLACING PRESSURE ADJUSTMENT ASSEMBLY, COMPENSATOR MUST BE LOCKED OUT AT THE MAXIMUM OPERATING PRESSURE OF THE PUMP

**"OMIT"
 STANDARD
 COMPENSATOR**







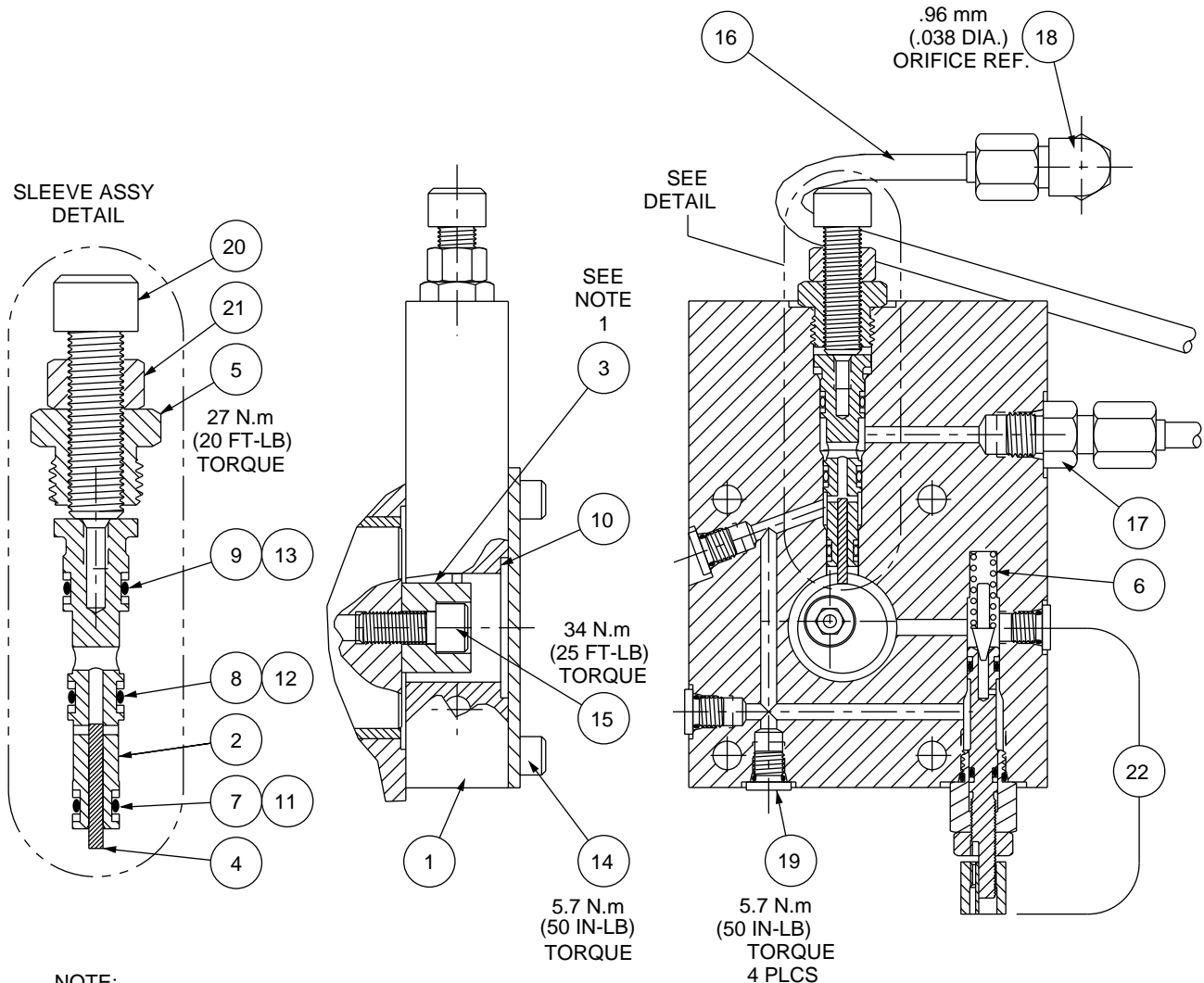
**"M", "ME" & "A"
 REMOTE
 COMPENSATORS**



P/N: 788017  - HI-LO ASSEMBLY - ITEM 95

ITEM	PART NUMBER	QTY	DESCRIPTION
1	787976	1	HI-LO BODY
2	788713	1	HI-LO SLEEVE
3	787822	1	HP CONTROL CAM
4	787975	1	HI-LO SPOOL
5	787977	1	HI-LOW SLEEVE RET.
6	785170	1	SPRING
7	2008  -7	1	O-RING
8	2010  -7	1	O-RING
9	2011  -7	1	O-RING
10	2123  -7	1	O-RING
11	107X8	2	BACK-UP RING

ITEM	PART NUMBER	QTY	DESCRIPTION
12	107X10	2	BACK-UP RING
13	107X11	2	BACK-UP RING
14	10X227	4	1/4-20X1.5 CAP SCREW
15	787836	1	BOLT - SPECIAL
16	788490	1	TUBING ASSEMBLY
17	4F50X-S 	1	90-ELBOW FITTING
18	787523 	1	ORIFICE FITTING
19	108X2 	4	-2 PLUG W/3902 -9
20	10X89	1	3/8-24X1.25 CAP SCREW
21	16X42	1	JAM NUT
22	788947 	1	PRESS.ADJUST.KIT



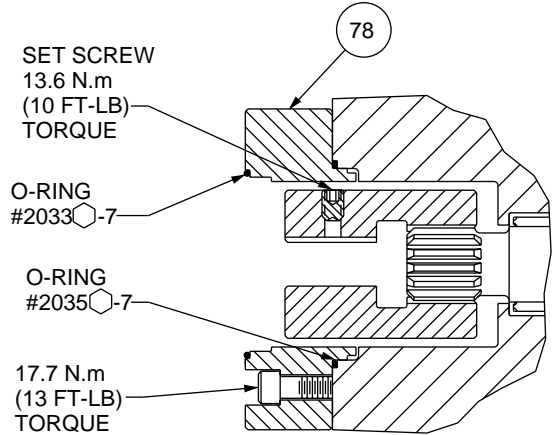
NOTE:

1. WITH THE PUMP AT FULL STROKE, INSTALL THE CAM (ITEM 3) CONCENTRIC WITH THE HOLE IN THE HI-LO BODY.
2. MUST BE USED WITH PROPER COMPENSATOR ASSEMBLY. HI-LOW (POWER) CONTROL ASS'Y DOES NOT INCLUDE PRESSURE COMPENSATOR ASS'Y. FOR "HLM" OPTION USE "M" COMPENSATOR, FOR "HLA" OPTION USE "A" COMPENSATOR.

**THRU SHAFT VARIATION
 "6A1"**



REAR PUMP CONFIGURATION:
 - SAE AA 2 BOLT
 - 2.000 PILOT DIAMETER
 - SHAFT SIZE:

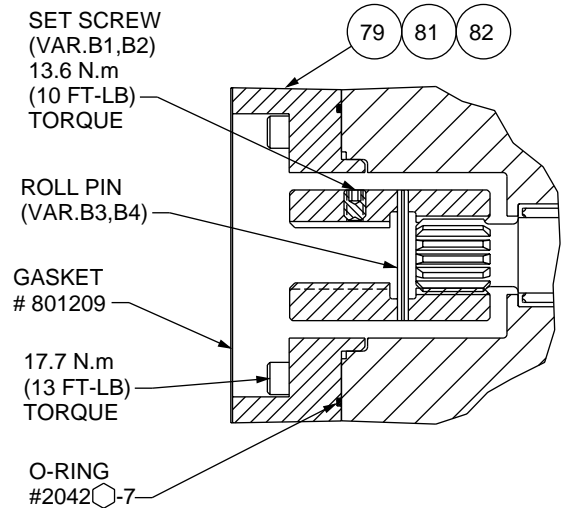
6A1 - 1/2"STR.KEYED - KIT # 787233 



**THRU SHAFT VARIATIONS
 "6A2", "6A4", "6A5", "9A4", "9A5"**

REAR PUMP CONFIGURATION:
 - SAE A 2 BOLT
 - 3.250 PILOT DIAMETER
 - SHAFT SIZES:

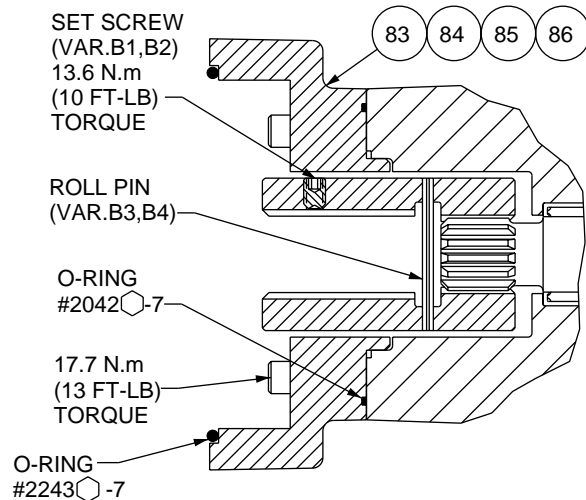
6A2 - 3/4"STR.KEYED - KIT # 787234 
 6A4 - 9 T, 16/32 D.P.- KIT # 787236 
 6A5 - 11 T, 16/32 D.P.- KIT # 787392 
 9A4 - 9 T, 16/32 D.P.- KIT # 788208 
 9A5 - 11 T, 16/32 D.P.- KIT # 788209 

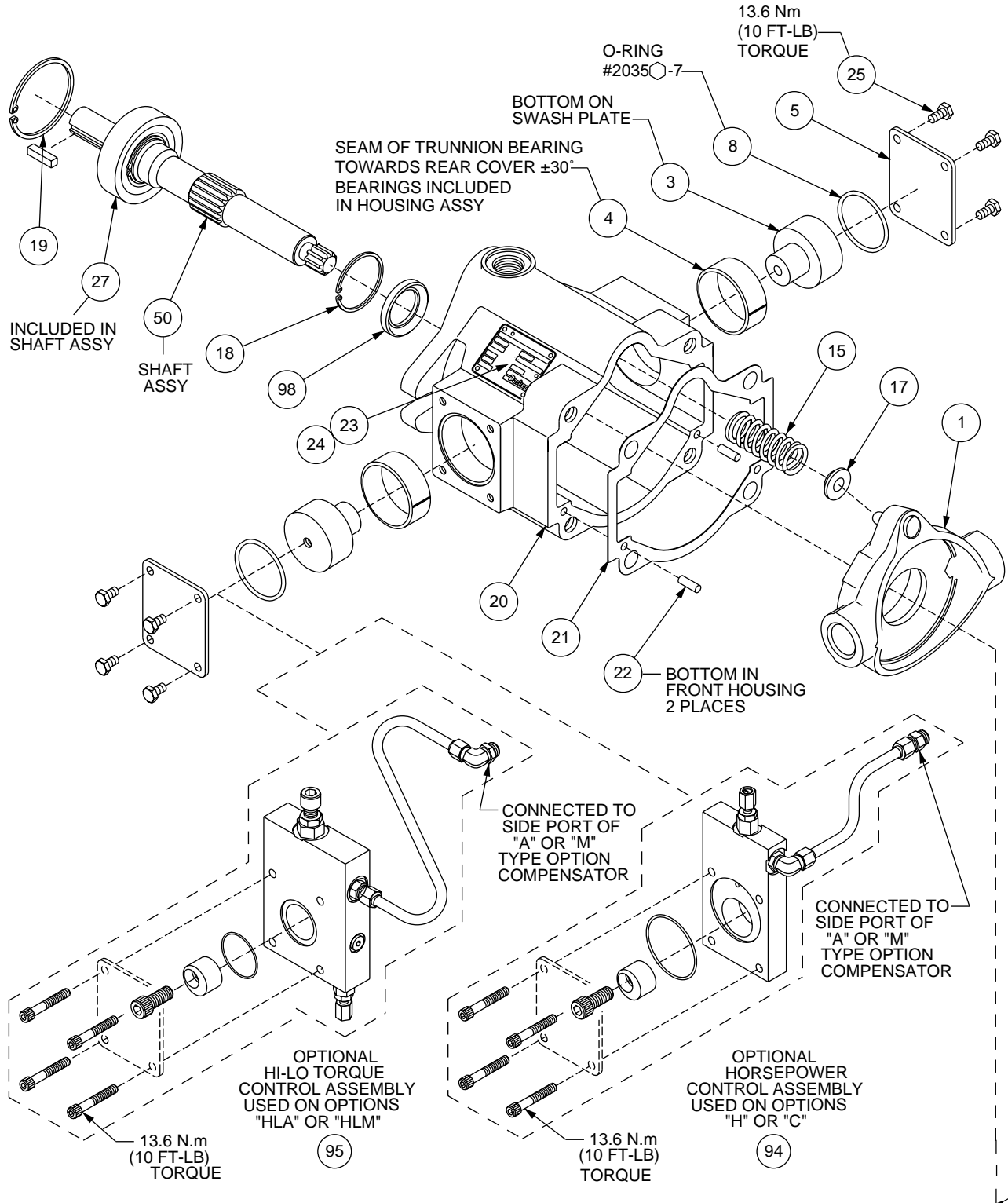


**THRU SHAFT VARIATIONS
 "6B1", "6B2", "6B3", "6B4", "9B3", "9B4"**

REAR PUMP CONFIGURATION:
 - SAE B 2 BOLT
 - 4.000 PILOT DIAMETER
 - SHAFT SIZES:

6B1 - 7/8" STR.KEYED - KIT # 787237 
 6B3 - 1.0" STR.KEYED - KIT # 787238 
 6B3 - 13 T, 16/32 D.P.- KIT # 787239 
 6B4 - 15 T, 16/32 D.P.- KIT # 787240 
 9B3 - 13 T, 16/32 D.P.- KIT # 788210 
 9B4 - 15 T, 16/32 D.P.- KIT # 788211 

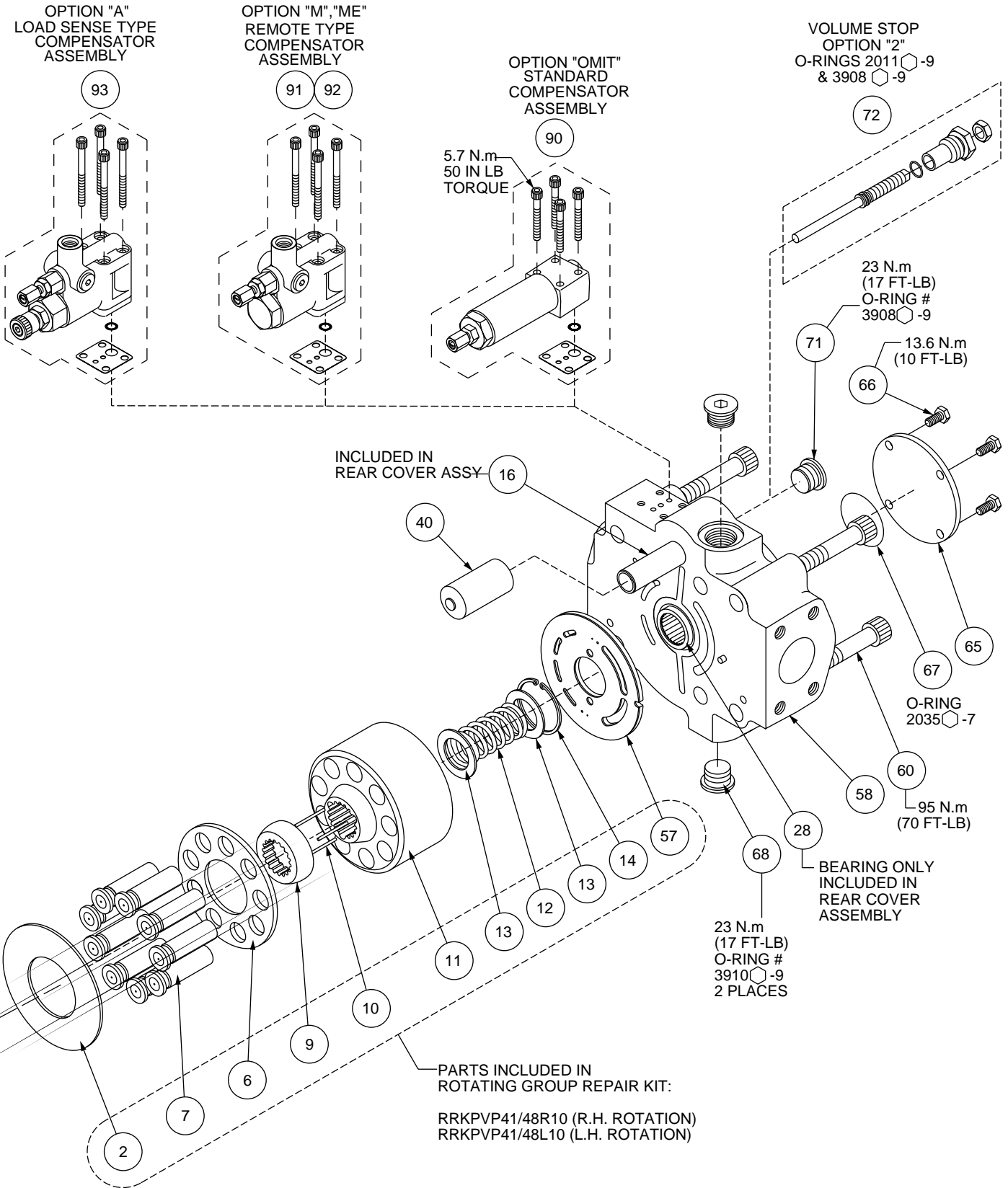


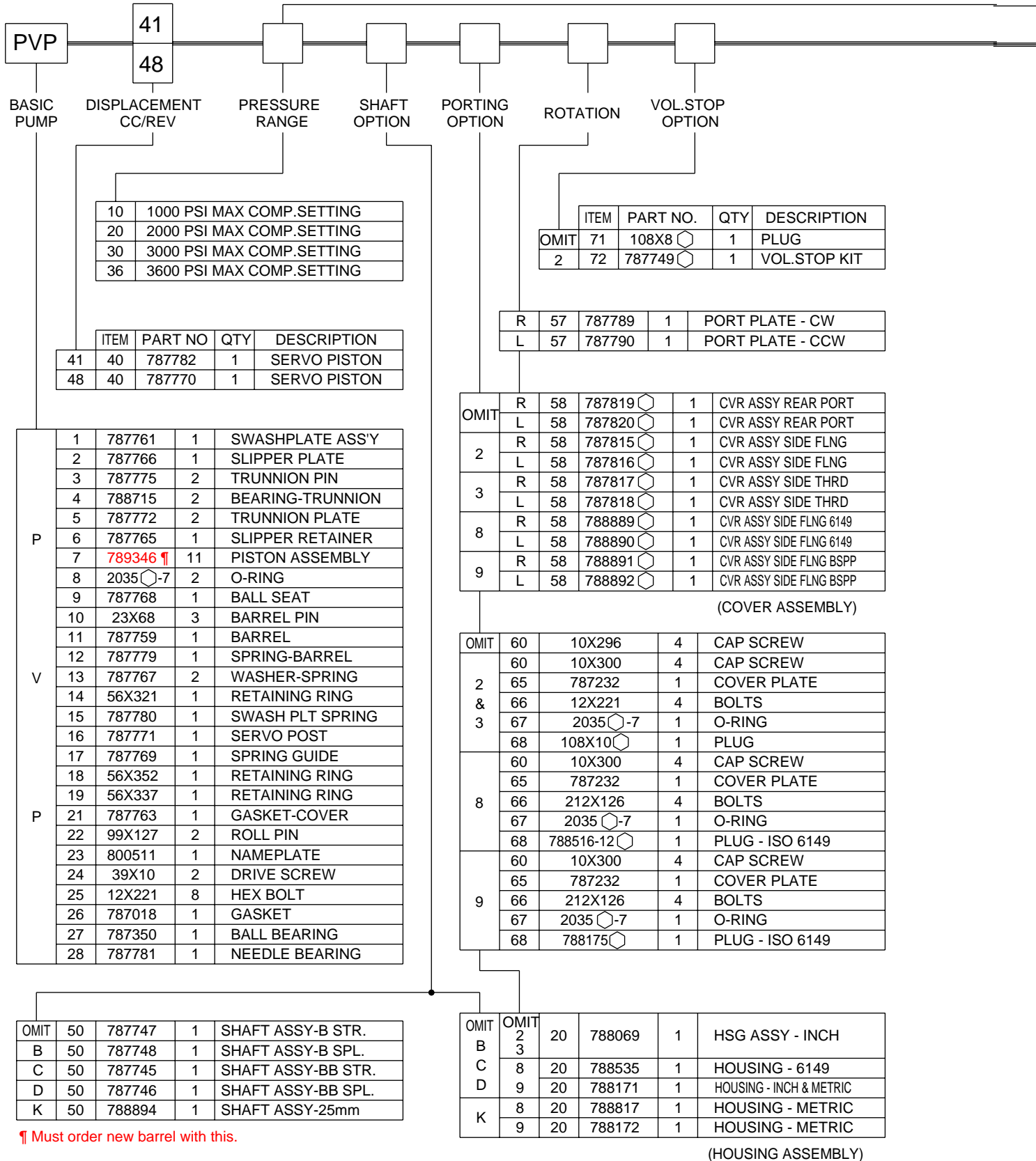


NOTE:

1. ILLUSTRATION SHOWS RIGHTHAND(CW) ROTATION PUMP.LEFTHAND(CCW) PUMPS WILL HAVE THE INLET AND OUTLET PORTS ON OPPOSITE SIDE AND PORT PLATE KIDNEYS REVERSED.
2. SEAL KIT(SKPVP41/48-10)CONSISTS OF: ALL O-RINGS,GASKETS,AND SHAFT SEAL.

Exploded View





10	1000 PSI MAX COMP.SETTING
20	2000 PSI MAX COMP.SETTING
30	3000 PSI MAX COMP.SETTING
36	3600 PSI MAX COMP.SETTING

ITEM	PART NO.	QTY	DESCRIPTION
OMIT	71	108X8	PLUG
2	72	787749	VOL.STOP KIT

ITEM	PART NO	QTY	DESCRIPTION
41	40	787782	SERVO PISTON
48	40	787770	SERVO PISTON

R	57	787789	1	PORT PLATE - CW
L	57	787790	1	PORT PLATE - CCW

P	1	787761	1	SWASHPLATE ASS'Y
	2	787766	1	SLIPPER PLATE
	3	787775	2	TRUNNION PIN
	4	788715	2	BEARING-TRUNNION
	5	787772	2	TRUNNION PLATE
	6	787765	1	SLIPPER RETAINER
	7	789346	11	PISTON ASSEMBLY
V	8	2035	2	O-RING
	9	787768	1	BALL SEAT
	10	23X68	3	BARREL PIN
	11	787759	1	BARREL
	12	787779	1	SPRING-BARREL
	13	787767	2	WASHER-SPRING
	14	56X321	1	RETAINING RING
P	15	787780	1	SWASH PLT SPRING
	16	787771	1	SERVO POST
	17	787769	1	SPRING GUIDE
	18	56X352	1	RETAINING RING
	19	56X337	1	RETAINING RING
	21	787763	1	GASKET-COVER
	22	99X127	2	ROLL PIN
	23	800511	1	NAMEPLATE
	24	39X10	2	DRIVE SCREW
	25	12X221	8	HEX BOLT
	26	787018	1	GASKET
	27	787350	1	BALL BEARING
	28	787781	1	NEEDLE BEARING

OMIT	R	58	787819	1	CVR ASSY REAR PORT
	L	58	787820	1	CVR ASSY REAR PORT
2	R	58	787815	1	CVR ASSY SIDE FLNG
	L	58	787816	1	CVR ASSY SIDE FLNG
3	R	58	787817	1	CVR ASSY SIDE THRD
	L	58	787818	1	CVR ASSY SIDE THRD
8	R	58	788889	1	CVR ASSY SIDE FLNG 6149
	L	58	788890	1	CVR ASSY SIDE FLNG 6149
9	R	58	788891	1	CVR ASSY SIDE FLNG BSPP
	L	58	788892	1	CVR ASSY SIDE FLNG BSPP

(COVER ASSEMBLY)

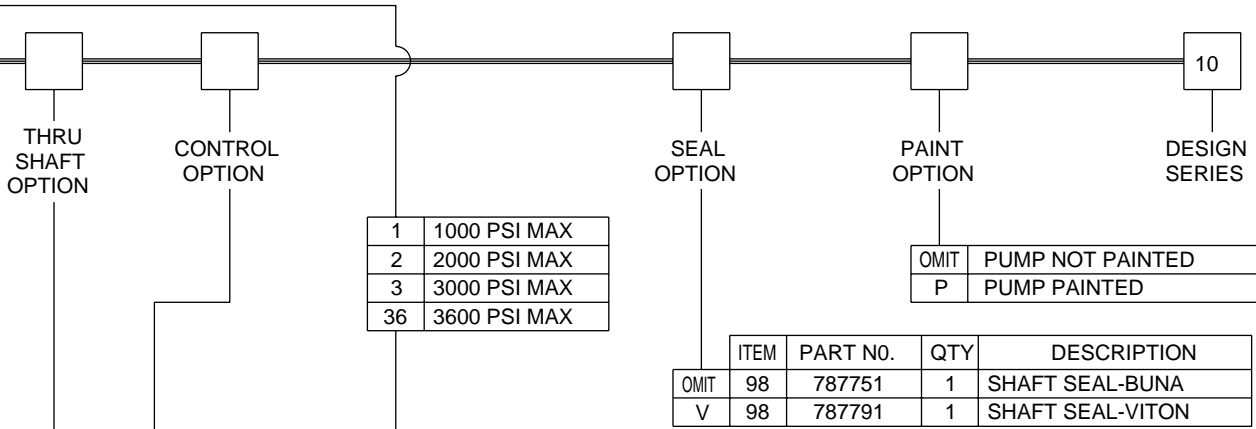
OMIT	60	10X296	4	CAP SCREW
2 & 3	60	10X300	4	CAP SCREW
	65	787232	1	COVER PLATE
	66	12X221	4	BOLTS
	67	2035	1	O-RING
8	68	108X10	1	PLUG
	60	10X300	4	CAP SCREW
	65	787232	1	COVER PLATE
	66	212X126	4	BOLTS
9	67	2035	1	O-RING
	68	788516-12	1	PLUG - ISO 6149
	60	10X300	4	CAP SCREW
	65	787232	1	COVER PLATE
9	66	212X126	4	BOLTS
	67	2035	1	O-RING
	68	788175	1	PLUG - ISO 6149

(HOUSING ASSEMBLY)

OMIT	50	787747	1	SHAFT ASSY-B STR.
B	50	787748	1	SHAFT ASSY-B SPL.
C	50	787745	1	SHAFT ASSY-BB STR.
D	50	787746	1	SHAFT ASSY-BB SPL.
K	50	788894	1	SHAFT ASSY-25mm

OMIT	OMIT	20	788069	1	HSG ASSY - INCH
B	2	20	788535	1	HOUSING - 6149
	3	20	788171	1	HOUSING - INCH & METRIC
C	8	20	788817	1	HOUSING - METRIC
	9	20	788172	1	HOUSING - METRIC

↑ Must order new barrel with this.



	ITEM	PART NO.	QTY	DESCRIPTION
②	OMIT	90	787010	STANDARD COMP ASSY
	M	91	787028	REMOTE COMP ASSY (INT)
	ME	92	787029	REMOTE COMP ASSY (EXT)
	A	93	787027	LOAD SENSE COMP ASSY
	H	94	787501	HORSEPOWER ASSEMBLY
		91	787028	REMOTE COMP ASSY (INT)
③	C	94	787501	HORSEPOWER ASSEMBLY
		93	787027	LOAD SENSE COMP ASSY
②	HLM	95	788017	HI-LO ASSEMBLY
		91	787028	REMOTE COMP ASSY
③	HLA	95	788017	HI-LO ASSEMBLY
		93	787027	LOAD SENSE ASSY

NOTE:
 WHEN ORDERING CONTROLS FOR METRIC
 VERSION PUMPS(OPTION 8)
 ADDITIONAL METRIC SCREWS ARE REQUIRED.

CONTROL	PART NUMBER	QTY	DESCRIPTION
OMIT	210X105	4	CAPSCREW-M5X35MM
ALL OTHER	210X108	4	CAPSCREW-M5X50MM

ITEM	PART NO.	QTY	DESCRIPTION	
OMIT	98	787751	1	SHAFT SEAL-BUNA
V	98	787791	1	SHAFT SEAL-VITON

NOTE:
 WHEN ORDERING CONTROLS M,ME,A,HLM,HLA
 FOR METRIC VERSION PUMPS(OPTION 8)
 ADDITIONAL ADAPTOR FITTING IS REQUIRED.

PORTING	PART NUMBER	QTY	DESCRIPTION
8	788517	1	FITTING(ISO6149)

CAUTION

THESE SERVICE PARTS ARE INTENDED FOR USE IN HYDRAULIC PUMPS. INCORRECT INSTALLATION OR ASSEMBLY OF THESE PARTS COULD CAUSE THE PUMP OR PUMPS BEING REPAIRED TO FAIL IN SUBSEQUENT USE, OR TO OPERATE INCORRECTLY.

THE FOLLOWING PRECAUTIONS SHOULD BE FOLLOWED:

1. ALL PARTS SHOULD BE CLEANED AND THEN LIGHTLY COATED WITH MINERAL OIL, OR ANOTHER LUBRICATING FLUID COMPATIBLE WITH THE SYSTEM FLUID BEING USED, PRIOR TO ASSEMBLY.
2. THE PUMP SHOULD BE DISASSEMBLED, REPAIRED, AND REASSEMBLED IN A CLEAN ENVIRONMENT.
3. USE PROPER TOOLS TO DISASSEMBLE AND REASSEMBLE THE PUMP.
4. IF YOU ARE UNCERTAIN HOW TO INSTALL THESE PARTS, YOU SHOULD OBTAIN ASSISTANCE EITHER FROM A PARKER HANNIFIN DISTRIBUTOR, OR FROM THE FLUIDPOWER PUMP DIVISION.

OMIT					NO THRU SHAFT OPTION
6	A1	78	787233	1	"AA" PILOT,1/2 KEYED
	A2	79	787234	1	"A" PILOT,3/4 KEYED
	A4	81	787236	1	"A" PILOT,9T SPLINE
	A5	82	787392	1	"A" PILOT,11T SPLINE
	B1	83	787237	1	"B" PILOT,7/8 KEYED
	B2	84	787238	1	"B" PILOT,1" KEYED
	B3	85	787239	1	"B" PILOT,13T SPLINE
	B4	86	787240	1	"B PILOT,15T SPLINE
9	A4	81	788208	1	"A" PILOT,9T SPLINE
	A5	82	788209	1	"A" PILOT,9T SPLINE
	B3	85	788210	1	"B" PILOT,13T SPLINE
	B4	86	788211	1	"B PILOT,15T SPLINE

NOTES:

- ① O-RING COMPOUND DESIGNATION - (OMIT)= NITRILE, =VITON
- ② FOR PROPER OPERATION OF "HLM" CONTROL, IT MUST BE USED WITH A "M" OPTION COMPENSATOR.
- ③ FOR PROPER OPERATION OF "HLA" CONTROL, IT MUST BE USED WITH A "A" OPTION COMPENSATOR.
- ④ SEAL KIT P/N: SKPVP41/48 10

ROTATING GROUP KIT P/N: RRPVVP41/48R10 (R.H. ROTATION)
 RRPVVP41/48L10 (L.H. ROTATION)

Service Procedure**SERVICE NOTES:**

- USE A CLEAN LUBRICANT (COMPATIBLE WITH THE WORKING FLUID) ON ALL PUMP COMPONENTS DURING ASSEMBLY.
- THOROUGHLY CLEAN THE RESERVOIR, SUCTION LINES, SUCTION STRAINER, DRAIN LINES, ETC. BEFORE RE-INSTALLING THE PUMP.
MOST PREMATURE PUMP FAILURES OCCUR WHEN CONTAMINANTS FROM A PREVIOUS FAILURE HAVE NOT BEEN REMOVED FROM THE SYSTEM, OR CAUSE FOR PREVIOUS FAILURE IS STILL PRESENT (I.E. WATER IN OIL, FILTER BYPASSING, ETC.)
- ALWAYS FILL THE PUMP CASE WITH CLEAN FLUID BEFORE STARTING A NEW OR SERVICED PUMP. FOR FLOODED SUCTION, PURGE AIR FROM SUCTION LINES BY CRACKING THE INLET FITTING OR VENT PLUG ON PUMP. THIS SHOULD PREVENT AN AIRLOCK CONDITION AND ALLOW FOR FASTER PRIMING.
- STARTING THE PUMP SLOWLY BY JOGGING (OR TURNING OVER ENGINE WITHOUT ALLOWING IT TO START) WILL HELP THE PUMP PRIME AND MAKE IT EASIER TO DETERMINE WHEN PRIMING HAS OCCURED.
- START PUMP WITH AN OPEN CIRCUIT WHENEVER POSSIBLE. REDUCE THE COMPENSATOR TO ITS MINIMUM SETTING DURING START-UP. CYCLE THE PUMP ON AND OFF STROKE WHILE INCREASING THE COMPENSATOR TO ITS REQUIRED SETTING.
THIS WILL ASSIST IN BREAK-IN OF NEW COMPONENTS AND HELP PURGE AIR FROM THE CASE.

BASIC TROUBLESHOOTING:**PUMP WILL NOT PRIME**

- △ PUMP SHOULD PRIME WITHIN 30 SECONDS. IF IT DOES NOT, STOP
- △ CHECK FOR PROPER DRIVE ROTATION
- △ MAKE SURE PUMP SHAFT IS TURNING (I.E. KEY AT COUPLING HUBS IS ENGAGED)
- △ MAKE SURE RESERVOIR IS FULL
- △ CHECK FOR MAJOR SOURCES OF A SUCTION LEAK (VENT PLUG OPEN, SHAFT SEAL MISSING (PAVC), FLANGE NOT TIGHT, PINCHED O-RING AT FLANGE OR PUMP HOUSING)

CANNOT BUILD ANY PRESSURE

- △ MAKE SURE PUMP IS PRIMED
- △ CHECK ALIGNMENT, ESPECIALLY ON PAVC PUMPS WITHOUT "9" OPTION
- △ MAKE SURE SYSTEM IS NOT AN OPEN CIRCUIT.
A PUMP PRODUCES FLOW, NOT PRESSURE. IT CAN ONLY LIMIT PRESSURE WHEN THE SYSTEM REQUIREMENT IS HIGHER THAN THE PUMP COMPENSATOR SETTING.

CAN ONLY BUILD A FEW HUNDRED PSI

- △ COMPENSATOR IS BACKED ALL THE WAY OUT
- △ THE REMOTE OR LOAD SENSE LINE IS VENTED
- △ CONTROL ORIFICE OR SPOOL IS PLUGGED
- △ INCORRECT COMPENSATOR SPOOL (PVP).
- △ PRESSURE CONTROL DART IS LODGED OPEN
- △ TORQUE CONTROL PLUG IS MISSING (PAVC)

PUMP WILL NOT COMPENSATE

- △ DIFFERENTIAL SPRING OVER-COMPRESSED (I.E. SPRING GUIDE DISLOCATED)
- △ CONTROL DRAIN LINE BLOCKED (PAVC)
- △ PRESSURE CONTROL STEM VENT HOLE IS PLUGGED
- △ CONTROL SPOOL TRAVEL IS HINDERED
- △ CONTROL ORIFICE IS MISSING (PAVC)
- △ SATURATION ORIFICE IS MISSING IN LOAD SENSE CIRCUIT

Offer of Sale

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

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

4. Warranty: Seller warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of 18 months from date of shipment from Parker Hannifin Corporation. **THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED.**

NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS.

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

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

7. Special Tooling: A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to this contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the items sold hereunder, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the

right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

8. Buyer's Property: Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

9. Taxes: Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

10. Indemnity For Infringement of Intellectual Property Rights: Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Part 10. Seller will defend and indemnify Buyer against allegations of infringement of U.S. Patents, U.S. Trademarks, copyrights, trade dress and trade secrets (hereinafter 'Intellectual Property Rights'). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that an item sold pursuant to this contract infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an item sold hereunder is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using said item, replace or modify said item so as to make it noninfringing, or offer to accept return of said item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to items delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any item sold hereunder. The foregoing provisions of this Part 10 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information provided by Buyer or if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

11. Force Majeure: Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter 'Events of Force Majeure'). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.

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

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Parker Hannifin Corporation

2745 Snapps Ferry Road
Greeneville, TN 37745 USA

Tel: (423) 639-8151

FAX: (423) 787-2418

Web site: <http://www.parker.com>