

## Chelsea PTO 352 Parts Manual

Pro Gear Chelsea 352 Series PTO parts manual to assist in identifying the parts for your Chelsea Power Take Off unit.

If you need any assistance identifying the correct Power Take Off unit for your truck and equipment, contact your Chelsea replacement part specialists at Pro Gear and Transmission.

Pro Gear stocks every part for your Parker Chelsea PTO including: PTO housings, mounts, driveshafts, gears, bearings, gaskets, cable shift cover assembly, post and plate assembly, brackets, stud kits, seal kits, lever control assembly, air shift cover assembly, direct mount pump conversion kits, stud kits including English and metric references, CAT D&H parts and much more.

Pro Gear Transmission has same day shipping and 1000's of products in stock and ready to ship internationally for your next project.

For parts or service contact the Chelsea specialists at Pro Gear & Transmission, Inc.

1 (877) 776-4600  
(407) 872-1901  
parts@eprogear.com



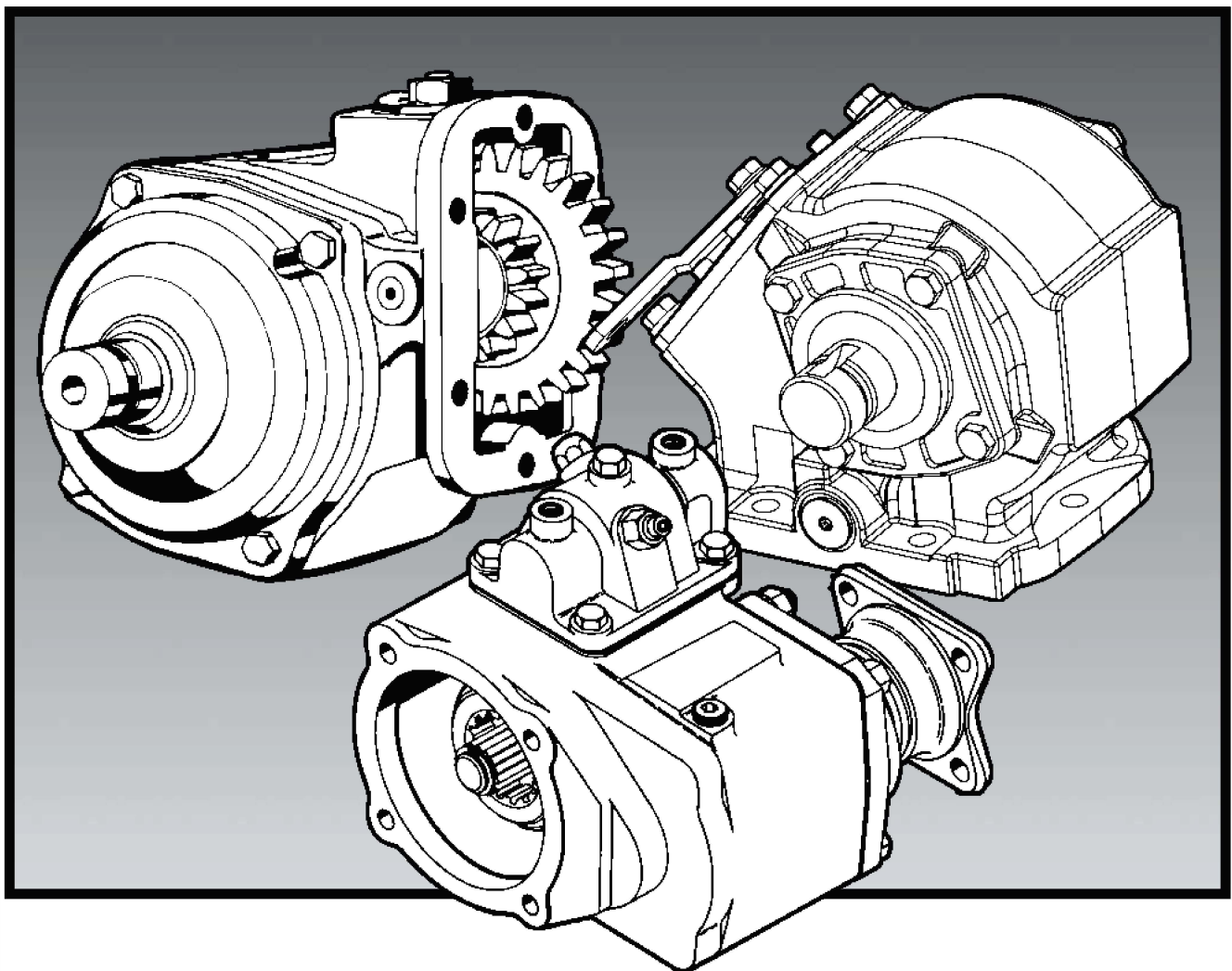
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**CHELSEA<sup>®</sup>**

Bulletin HY25-2352-M1/US

## Parts List 352 Series

Effective: March 15, 2002  
Supersedes: P410-352 Dated June 1995





## **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.

This document and other information from Parker Hannifin Corporation, its subsidiaries and authorized distributors provide product and/or system options for further investigation by users having technical expertise. It is important that you analyze all aspects of your application and review the information concerning the product or system in the current product catalog. Due to the variety of operating conditions and applications for these products or systems, the user, through its own analysis and testing, is solely responsible for making the final selection of the products and systems and assuring that all performance, safety and warning requirements of the application are met.

The products described herein, including without limitation, product features, specifications, designs, availability and pricing, are subject to change by Parker Hannifin Corporation and its subsidiaries at any time without notice.

## **Offer of Sale**

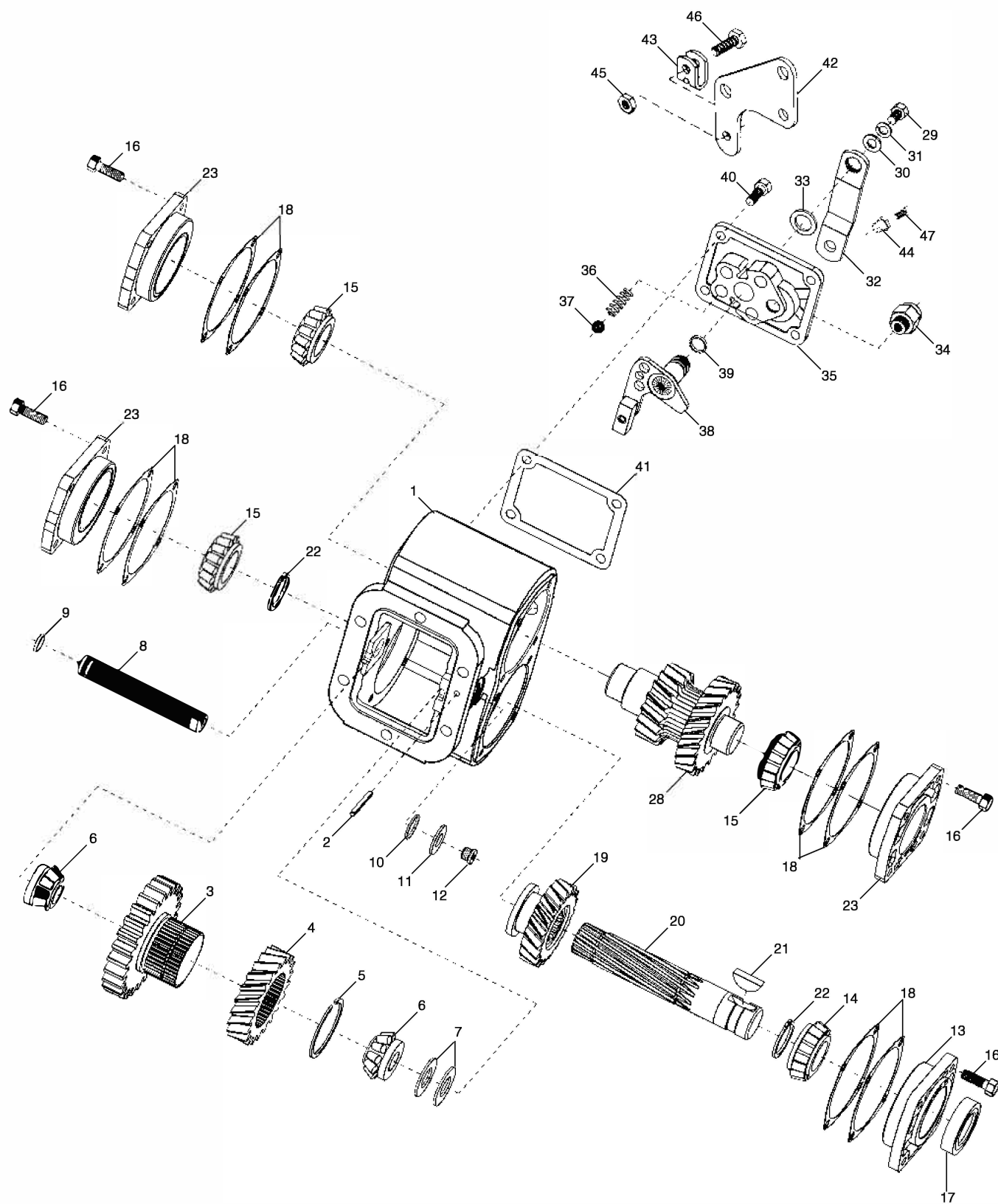
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Exploded View .....	1
Bill of Materials .....	2-3
Input Gear Chart - 352 Series .....	4-5
Indicator Light Installation Sketch .....	5
Lever Control Parts .....	6
Air Control Parts .....	7
P.T.O. Housing Dimensions .....	8
Model Number Designation .....	9
Assembly Arrangements .....	9
Offer of Sale .....	12





**Bill of Materials****Power Take-Off****352 Series**

Item	Part Number	Description	Quantity
1	<b>1-P-520X</b>	Housing, w/Roll Pin Standard Mount (Assemblies 3 & 6) .....	1
1	<b>1-P-522X</b>	Housing, w/Roll Pin Standard Mount (Assemblies 4 & 5) .....	1
2	<b>550597-16</b>	Roll Pin, Standard Mount .....	1
1	<b>1-P-521X</b>	Housing, w/Roll Pin Deep Mount (Assemblies 3 & 6) .....	1
1	<b>1-P-523X</b>	Housing, w/Roll Pin Deep Mount (Assemblies 4 & 5) .....	1
2	<b>500597-14</b>	Roll Pin, Deep Mount .....	1
3	<b>See Chart Pg. 4 &amp; 5</b>	Gear, Input Cluster .....	1
4	<b>5-P-1153</b>	Gear, Ratio .....	1
5	<b>379522</b>	Retaining Ring .....	1
6	<b>550439</b>	Cone Bearing, Input Gear .....	2
7	<b>14-P-15</b>	Spacer, Input Gear .....	2
8	<b>9-P-74</b>	Shaft, Input Idler .....	1
9	<b>28-P-191</b>	O-Ring .....	1
10	<b>28-P-190</b>	O-Ring .....	1
11	<b>379542</b>	Retainer, O-Ring .....	1
12	<b>379484</b>	Plug, O-Ring Boss .....	1
13	<b>328273X</b>	Bearing Cap Assembly, Open End (Includes Bearing Cup) .....	1
14	<b>550532</b>	Bearing Cone, Open End .....	1
15	<b>550397</b>	Bearing Cone, Closed End & Reverse Idler Shaft .....	3
16	<b>378430-10</b>	Capscrew, Hex Head (.3125"-18 x 1.00") .....	16
17	<b>28-P-216</b>	Oil Seal, Output Shaft .....	1
18	<b>22-P-24-1</b>	Gasket, Bearing Cap (.010") .....	A.R.
18	<b>22-P-24-2</b>	Gasket, Bearing Cap (.020") .....	A.R.
18	<b>22-P-24-3</b>	Gasket, Bearing Cap (.015") .....	A.R.
19	<b>2-P-721</b>	Sliding Gear, Output .....	1
20	<b>3-P-859</b>	Shaft, Standard Output 1.250" Rd. ....	1
21	<b>500007-29</b>	Woodruff Key .....	1
22	<b>378391</b>	Retaining Ring, Output Shaft .....	1
22	<b>379522</b>	Retaining Ring, Output Shaft .....	2
23	<b>328274X</b>	Bearing Cap Assembly, Closed End (Includes Bearing Cup) .....	3
28	<b>3-P-861</b>	Reverse Idler Gear & Shaft .....	1

N.S. — Not Shown

A.R. — As Required

Continued on next page

Item	Part Number	Description	Quantity
	<b>328830-1X</b>	Cable Shift Cover Assembly (Assemblies 3 & 6) .....	1
	<b>328830-2X</b>	Cable Shift Cover Assembly (Assemblies 4 & 5) .....	1
		(Includes Items 29 through 40)	
29	<b>500409-6</b>	Screw, Shifter Lever (.3125"-24 x .625") .....	1
30	<b>500365-22</b>	Flat Washer .....	1
31	<b>500356-10</b>	Lock Washer, Shift Lever (.3125") .....	1
32	<b>51-P-13</b>	Shift Lever .....	1
33	<b>378004</b>	Washer, Shift Lever .....	1
34	<b>379652</b>	Indicator Switch (Normally "On") .....	1
35	<b>34-P-74</b>	Cover, Shifter .....	1
36	<b>37-P-14</b>	Poppet Spring, Shifter .....	1
37	<b>378002</b>	Ball, Shifter .....	1
38	<b>328829-1X</b>	Plate & Post Assembly (Assemblies 3 & 6) .....	1
38	<b>328829-2X</b>	Plate & Post Assembly (Assemblies 4 & 5) .....	1
39	<b>28-P-191</b>	O-Ring, Shifter Post .....	1
40	<b>378430-8</b>	Capscrew, Hex Head (.3125"-18 x .750") .....	3
40	<b>378430-9</b>	Capscrew, Hex Head (.3125"-18 x .875") .....	1
41	<b>35-P-8</b>	Gasket, Shifter Cover .....	1
		<b>PARTS SHIPPED LOOSE</b>	
N.S.	<b>328346-10X</b>	Cable Control Assembly .....	1
		(Includes 378441-10 10' Cable & 378502 Knob)	
	<b>328380X</b>	Mounting Parts Kit (Cable Control) .....	1
		(Includes Items 42 through 47)	
42	<b>50-P-17</b>	Bracket, Cable Control .....	1
43	<b>50-P-19</b>	Bracket, Swivel .....	1
44	<b>378019</b>	Pin, Pivot .....	1
45	<b>378326</b>	Nut, Hex .....	1
46	<b>500396-8</b>	Capscrew, Hex Head (.250"-20 x .50") .....	1
47	<b>500568-4</b>	Setscrew (.250"-20 x .50") .....	1
N.S.	<b>7170-2X</b>	Stud Kit, Standard Mount .....	1
N.S.	<b>7170-1X</b>	Stud Kit, Deep Mount .....	1
N.S.	<b>328948-6X</b>	Mounting Gaskets and Installation Instructions .....	1
	<b>7170-72X</b>	Stud Kit, "G" Mount Metric	
N.S.	<b>328388-40X</b>	Air-O-Matic Shift Installation Kit .....	1
N.S.	<b>328751X</b>	Wire or Lever Control Installation Kit .....	1
		<b>SERVICE ITEMS</b>	
N.S.	<b>328356-58X</b>	Gasket & Seal Kit .....	1
		(Contains 8 ea. of 22-P-24-1, 22-P-24-2, 4 ea. of 22-P-24-3, 1 ea. of 28-P-190, 28-P-191, 28-P-216, 35-P-8, 35-P-9-1 and 35-P-9-2)	
N.S.	<b>329218X</b>	Service Kit, Booted Connector (379640) .....	1
		& Butt Connector (379252)	

N.S. — Not Shown

A.R. — As Required

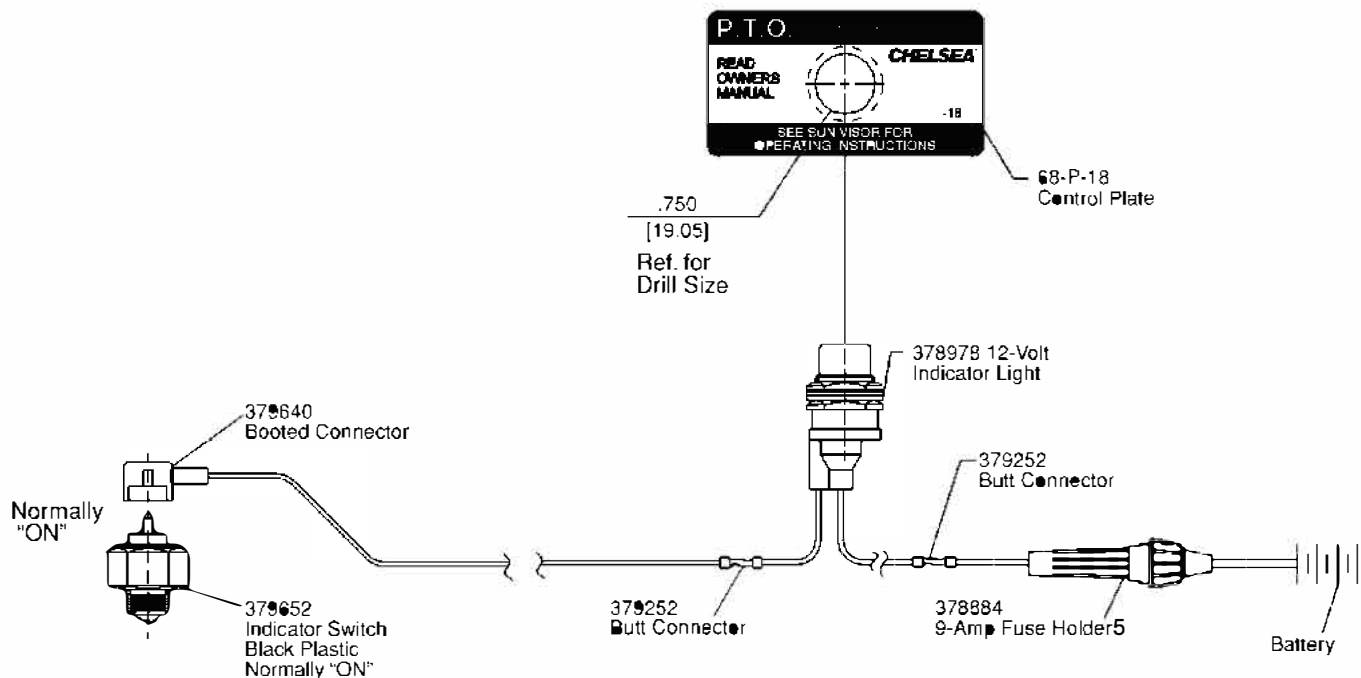
**Input Gear Chart - 352 Series****Power Take-Off  
352 Series**

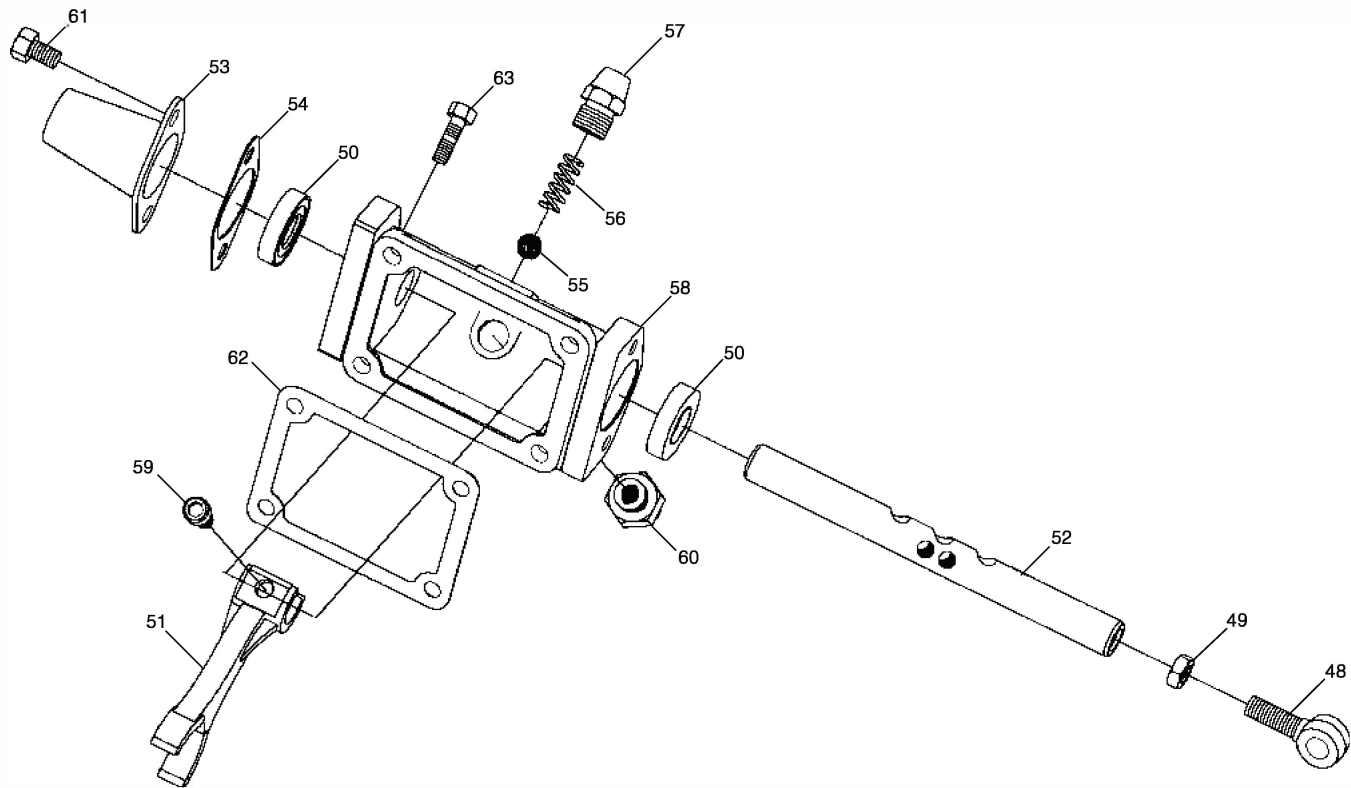
PTO Model	Input Gear	Number Teeth	Transmission Applications	Helix Angle
352*SAA	5-P-1000	18	Military 6 x 6 Transfer Case	Spur
352*SAB	5-P-1001	19	Universal 5-Pitch	Spur
352*SAC	5-P-1002	19	Fiat 2860	Spur
352*SAG	5-P-1003	22	Spicer 5000 & 6000 Series	Spur
352*SAH	5-P-1004	22	Universal 6-Pitch	Spur
352*SAL	5-P-1005	23	Fuller T-1056A	Spur
352*SAP	5-P-1006	21	Spicer CM-4954A & D, ES-52-5A & D	Left Hand
352*SAQ	5-P-1007	21	Spicer AUX 7041	Left Hand
352*SAR	5-P-1008	21	Spicer CM6000 Series	Left Hand
352*SAW	5-P-1009	22	New Process 541 R.H. Side	Left Hand
352*SAX	5-P-1010	22	L.H. Side Clark 398V & CL 558	Right Hand
352*SBA	5-P-1011	23	L.H. Side Navistar T-32 thru 36, T-494 thru 496	Left Hand
352*SBC	5-P-1012	18	Clark 557	Left Hand
352*SBE	5-P-1013	27	Universal 7 Pitch	Spur
352*SBF	5-P-1014	27	7 Pitch 22.5° P.A.	Spur
352*SBG	5-P-1015	24	Spicer 5000 Series & ES-60-5A, C & D	Left Hand
352*SBH	5-P-1016	25	Spicer 3000 Series L.H. Side	Right Hand
352*SBJ	5-P-1017	25	Spicer 3000 Series R.H. Side	Left Hand
352*SBK	5-P-1018	23	New Process 203 Transfer Case	Left Hand
352*SBL	5-P-1019	23	New Process 205 Transfer Case	Right Hand
352*SBM	5-P-1020	22	R.H. Side Clark 398V & CL 558	Left Hand
352*SBN	5-P-1021	22	New Process 540 R.H. Side	Left Hand
352*SBP	5-P-1022	26	L.H. Chev. CH-465 w/adaptor 328555-1X	Right Hand
352*SBQ	5-P-1023	25	Chev. CH465, GMC SM465 & Spicer ES-42-5A & 5D	Left Hand
352*SBR	5-P-1024	26	Clark & Hino "LA", "LB", "LE"	Right Hand
352*SBS	5-P-1025	26	New Process 420 & Clark 285V	Left Hand
352*SBW	5-P-1026	33	Spicer 3152	Right Hand
352*SBY	5-P-1027	26	Warner T-98	Right Hand
352*SBZ	5-P-1028	26	Warner T-18, T-19, T-98A	Left Hand
352*SCA	5-P-310	25	New Process 435	Right Hand
352*SCB	5-P-1029	25	New Process 435 & 4530	Left Hand
352*SCC	5-P-1030	26	New Process 435DD, FD & GD	Left Hand
352*SCD	5-P-1031	27	Warner T-18's & T-19's	Left Hand
352*SCM	5-P-1035	22	New Process 540 L.H. Side	Spur
352*SCJ	5-P-1033	19		Left Hand
352*SCF	5-P-1032	33		Right Hand
352*SCS	5-P-674	27		Right Hand
352*SCT	5-P-1073	27		Right Hand
352*SCR	5-P-1036	17		Left Hand
352*SDA	5-P-1037	23	Mack 2080	Spur
352*SDB	5-P-1038	39	Fuller T-8607A & B, T-1106, T-1107A & B	Spur
352*SDC	5-P-1039	19	Hino "KA", "KB", MFO-6S Nissan MPS-60B & TMH-464	Spur
352*SDD	5-P-1040	20	Spicer 1214, 1410-2A, 3B, & 1310	Spur
352*SDH	5-P-1041	21	Renault BDSL-132R, 181, 2052R	Left Hand
352*SDJ	5-P-1042	28	Renault BDSL-2142	Left Hand
352*SDK	5-P-1043	26	Renault BDSL-2152	Left Hand
352*SDM	5-P-1045	17	Clark 450 & 455	Left Hand
352*SDN	5-P-1046	19	Clark 457 & Fuller FS-4005C	Left Hand
352*SDQ	5-P-1048	20		Left Hand
352*SDL	5-P-1044	27		Left Hand
352*SDP	5-P-1047	27		Left Hand
352*SDR	5-P-1049	22		Spur
352*SDS	5-P-1074	27	Warner T-19C (Replaces "BZ")	Left Hand
352*SDU	5-P-1050	28	Fuller FS-5506, 7602A & 8206A	Left Hand
352*SDV	5-P-1051	20	Spicer CM-4052D	Left Hand
352*SDX	5-P-1052	26	Spicer 4054A	Left Hand
352*SDY	5-P-1053	16	Clark CL-450	Left Hand

Chart continued on next page

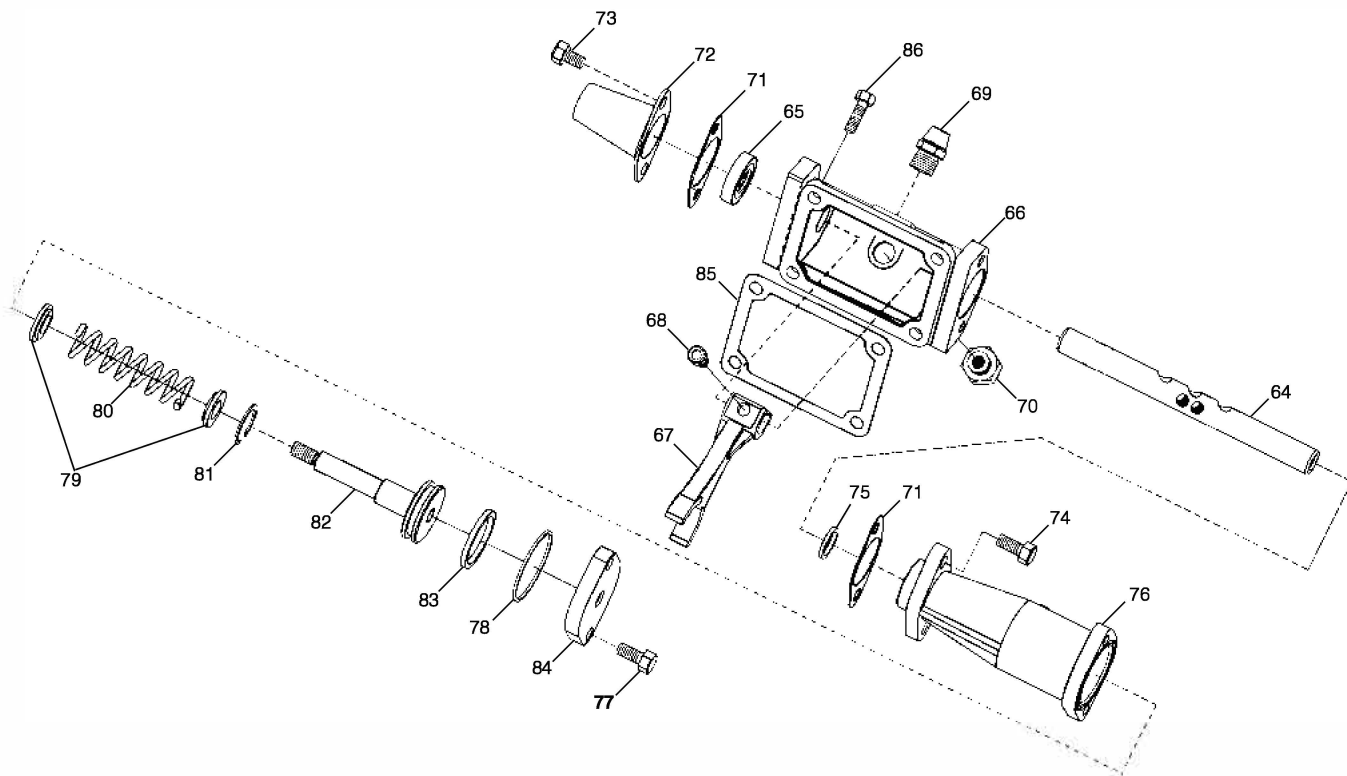


PTO Model	Input Gear	Number Teeth	Transmission Applications	Helix Angle
352*SEA	5-P-10545			Left Hand
352*SEC	5-P-10555	36	Zed F, S5-42 Close Ratio	Left Hand
352*SED	5-P-10565	34	Zed F, S5-42 Wide Ratio	Left Hand
352*SEL	5-P-10755	30	Isuzu MSA-5D	Right Hand
352*SEQ	5-P-10585	30		Left Hand
352*SEV	5-P-10605	40	Fuller T-14607A	Spur
352*SEW	5-P-10615	20	Fuller FS-3005A & B, & 4005	Left Hand
352*SFA	5-P-10625	34		Spur
352*SFB	5-P-10635	25	NVG-4500 Chev/GMC	Left Hand
352*SFC	5-P-10645	26	NVG-4500 Dodge	Left Hand
352*SFE	5-P-10655	29	Getrag 360	Left Hand
352*SFF	5-P-10665	32	Zed-F S5-42 7.55 Ratio	Left Hand
352*SFL	5-P-10685	25		Left Hand
352*SFM	5-P-10695	28	Nissan TMH704 & 762 & MHS-50 & 60	Spur
352*SFN	5-P-10705	26	Spicer ES-52-7A, ESO-65-7A	Left Hand
352*SFP	5-P-10715	23	Renault G405-G406	Left Hand
352*SFQ	5-P-10725	21	Mack/Renault G-406-1	Left Hand
352*SFV	5-P-10985	28	Fuller FSO-8206A	Left Hand
352*SGQ	5-P-11505	26	Tremec 199F	Left Hand
352*SGS	5-P-11525	29	Zed F S5-42 Wide Ratio	Left Hand
352*SHY	5-P-12375	26		Left Hand
352*SHW	5-P-12355	35		Spur
352*SHX	5-P-12365	32		Spur
352*SJB	5-P-12445	26		Right Hand
352*SJP	5-P-12685	33		Left Hand
352*SJS	5-P-13105	20		Left Hand
352*SJU	5-P-13165	25		Left Hand
352*SJK	5-P-12615	24		Left Hand
352*SJW	5-P-13195	23		Left Hand

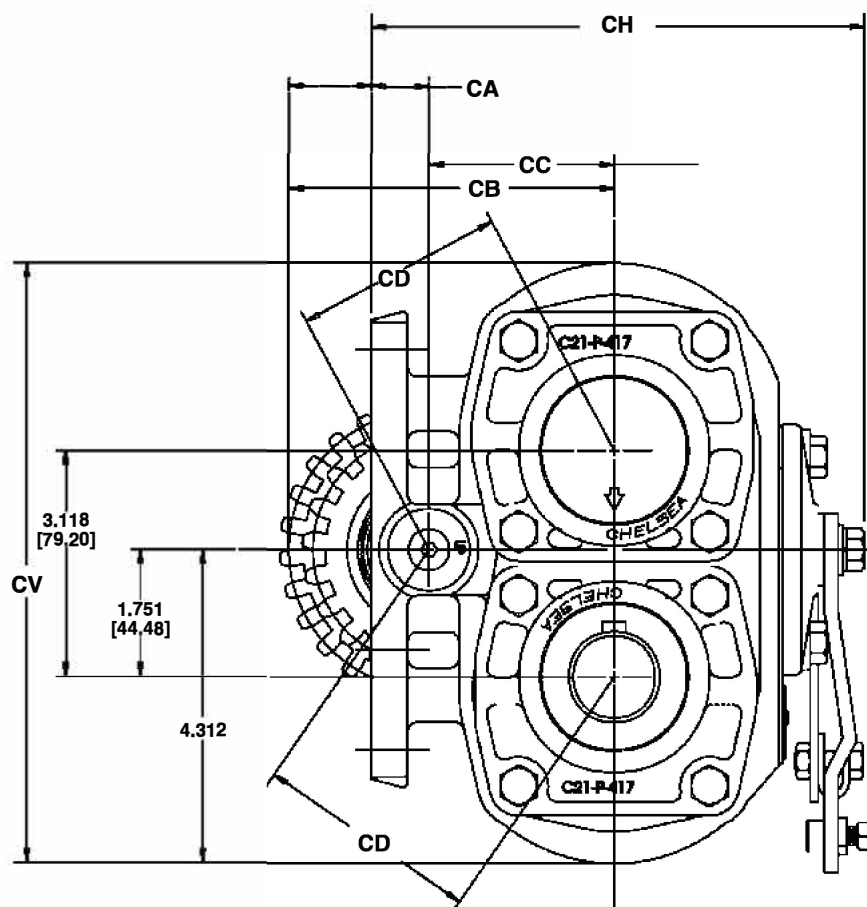
**Indicator Light Installation Sketch**



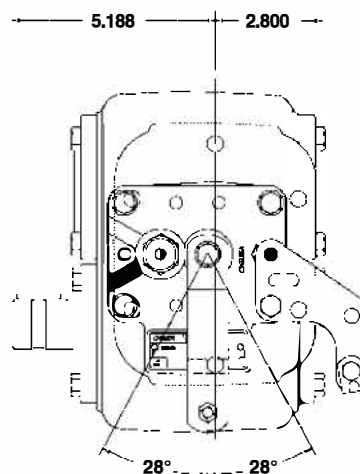
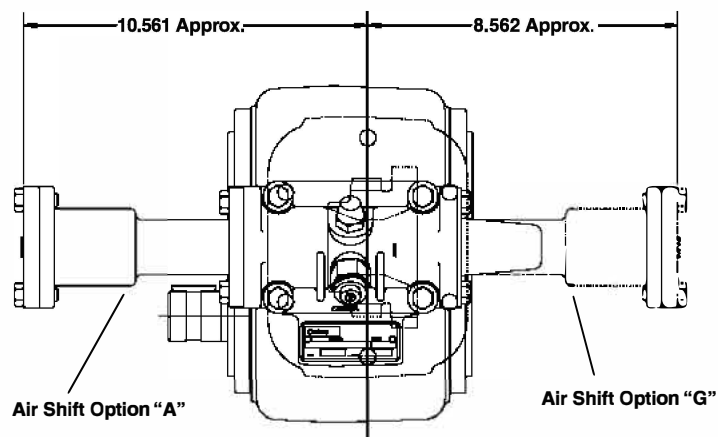
Item	Part Number	Description	Quantity
	<b>328825-1X</b>	Lever Control Assembly (Assemblies 3 & 6) .....	1
	<b>328825-2X</b>	Lever Control Assembly (Assemblies 4 & 5) .....	1
		(Includes items 48 through 61)	
48	<b>36-P-1</b>	Eye Bolt .....	1
49	<b>500381-3</b>	Nut, Jam (.375"-24) .....	1
50	<b>28-P-207</b>	Oil Seal .....	2
51	<b>32-P-141</b>	Fork, Shifter .....	1
52	<b>11-P-129</b>	Shaft, Shifter .....	1
53	<b>65-P-23</b>	Cover, Shifter Shaft .....	1
54	<b>35-P-14</b>	Gasket, Shifter Shaft Cover .....	1
55	<b>378002</b>	Ball, Shifter .....	1
56	<b>37-P-14</b>	Poppet Spring, Shifter .....	1
57	<b>37854</b>	Poppet Cap, Shifter .....	1
58	<b>34-P-82</b>	Cover, Shifter .....	1
59	<b>378447-4</b>	Screw, Hex Head (.3125"-18 x .750") .....	1
60	<b>379652</b>	Indicator Switch, (Normally "ON") .....	1
61	<b>378430-4</b>	Capscrew, Hex Head (.3125"-18 x .50") .....	2
62	<b>35-P-8</b>	Gasket, Shift Cover .....	1
63	<b>378430-8</b>	Capscrew, Hex Head (.3125"-18 x .750") .....	4

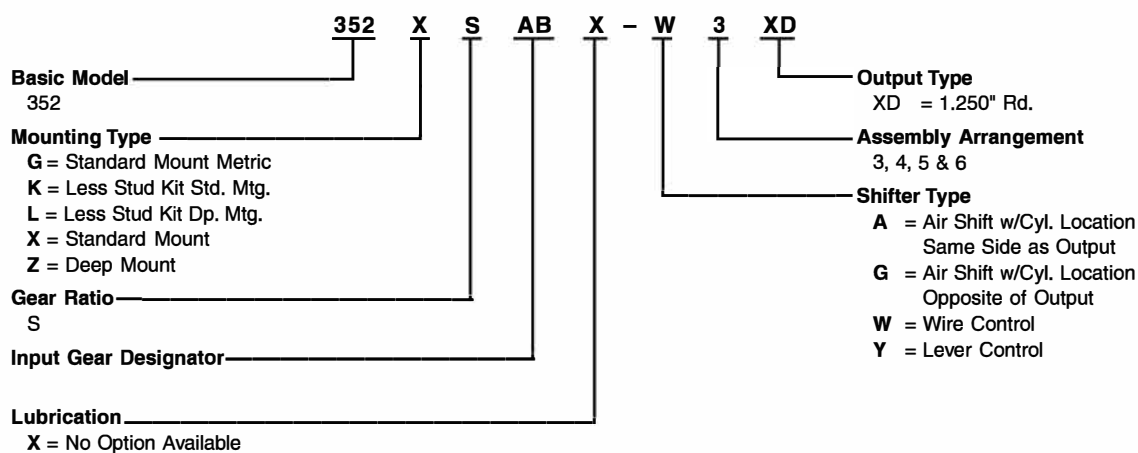
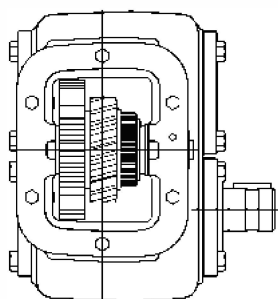


Item	Part Number	Description	Quantity
	<b>328826-1X</b>	Air Shift Cover Assembly (Assemblies A6 & G3) .....	1
	<b>328826-2X</b>	Air Shift Cover Assembly (Assemblies A4 & G5) .....	1
64	<b>11-P-129</b>	Shaft, Shifter .....	1
65	<b>28-P-207</b>	Oil Seal .....	1
66	<b>34-P-82</b>	Cover, Shifter .....	1
67	<b>32-P-141</b>	Fork, Shifter .....	1
68	<b>378447-4</b>	Capscrew, Socket Head, (.3125"-18 x .750") .....	1
69	<b>378554</b>	Poppet Cap .....	1
70	<b>379652</b>	Indicator Switch (Normally "ON") .....	1
71	<b>35-P-14</b>	Gasket, Shifter Shaft Cover .....	2
72	<b>65-P-23</b>	Cover, Shifter Shaft .....	1
73	<b>378430-4</b>	Capscrew, Hex head (.3125"-18 x .50") .....	2
74	<b>378430-9</b>	Capscrew, Hex head (.3125"-18 x .875") .....	2
	<b>328824X</b>	Air Shift Sub-assembly (Includes Items 75 through 84) .....	1
75	<b>28-P-71</b>	O-Ring (.875") .....	1
76	<b>65-P-15</b>	Cylinder .....	1
77	<b>378430-9</b>	Capscrew, Hex Head (.3125"-18 x .875") .....	2
78	<b>28-P-250</b>	O-Ring (2") .....	1
79	<b>379102</b>	Washer, Spring Retainer .....	2
80	<b>37-P-50</b>	Spring .....	1
81	<b>379103</b>	Retaining Ring .....	1
82	<b>66-P-13</b>	Piston .....	1
83	<b>28-P-61</b>	O-Ring (1-.875") .....	1
84	<b>34-P-81</b>	Cylinder Cap .....	1
85	<b>35-P-8</b>	Gasket, Shift Cover .....	1
86	<b>378430-8</b>	Capscrew, Hex Head (.3125"-18 x .750") .....	4

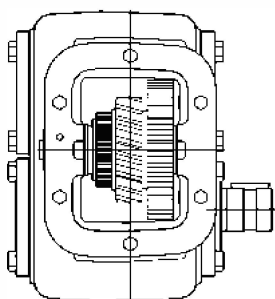


P.T.O. Series	CA	CB	CC	CD	CH	CV
Standard Mount 352X	.792	3.339	2.547	2.891/3.091	6.703	8.250
Deep Mount 352Z	.572	3.119	2.547	2.891/3.091	6.483	8.250

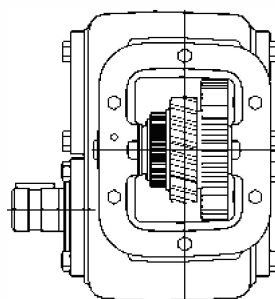


**Assembly Arrangements**

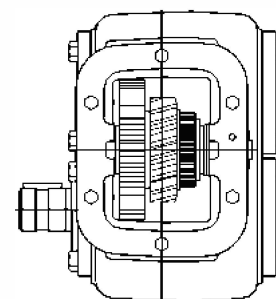
Ass'y 3



Ass'y 4



Ass'y 5



Ass'y 6

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## Offer of Sale

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**1. Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.

**2. Payment:** Payments 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:

(A) All Power Take-Off units one (1) year from date of installation.

(B) Except 267, 277, 278, 242, 244, 245, 250, 251 and 859 series two (2) years from date of installation. **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 FOR 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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