



Chelsea PTO 823 Parts Manual

Pro Gear and Transmission presents Chelsea 823 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.

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

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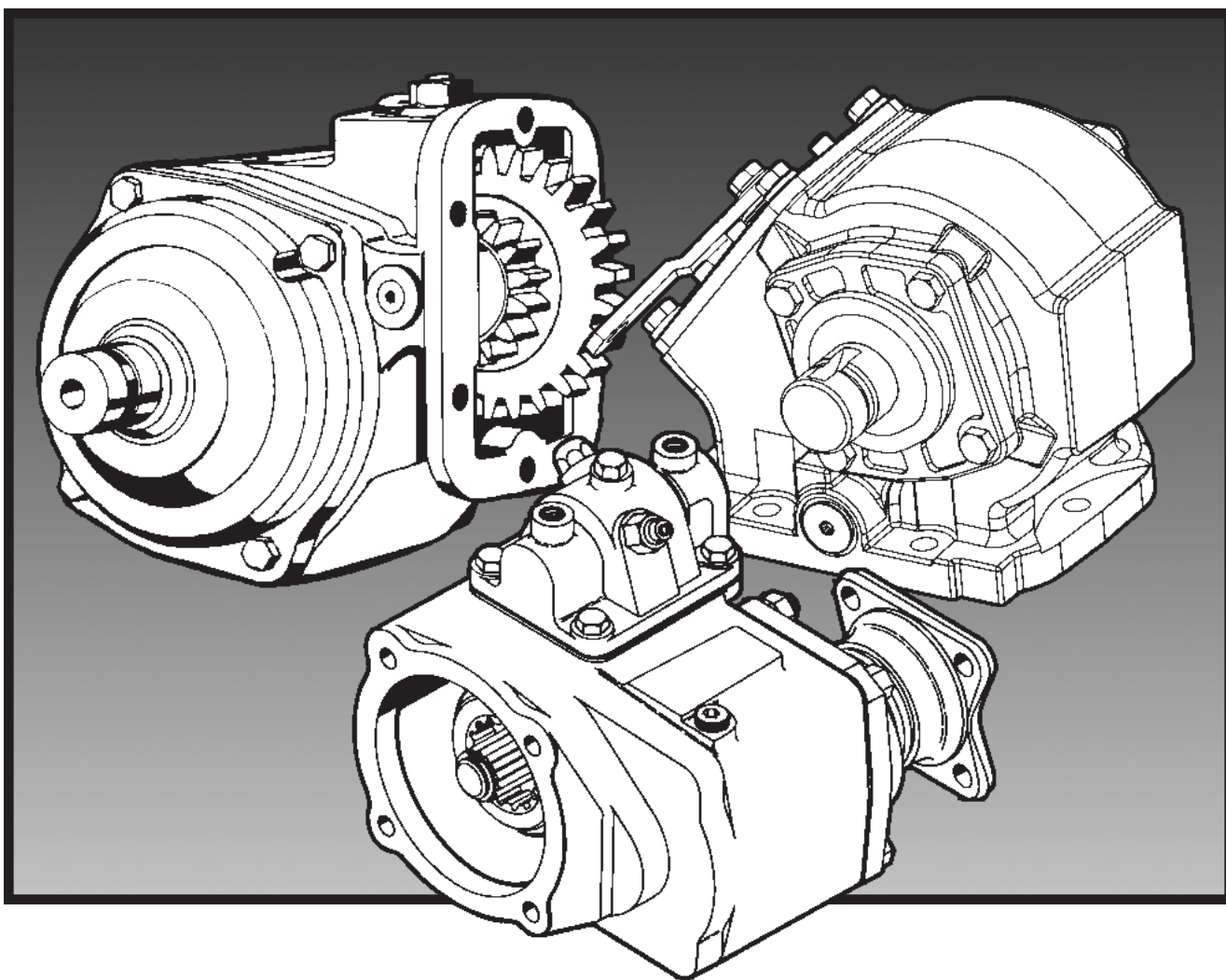
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Parts List 823 Series

Effective: December 15, 2010
Supersedes: HY25-2823-M1/US Dec. 15, 2003





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.

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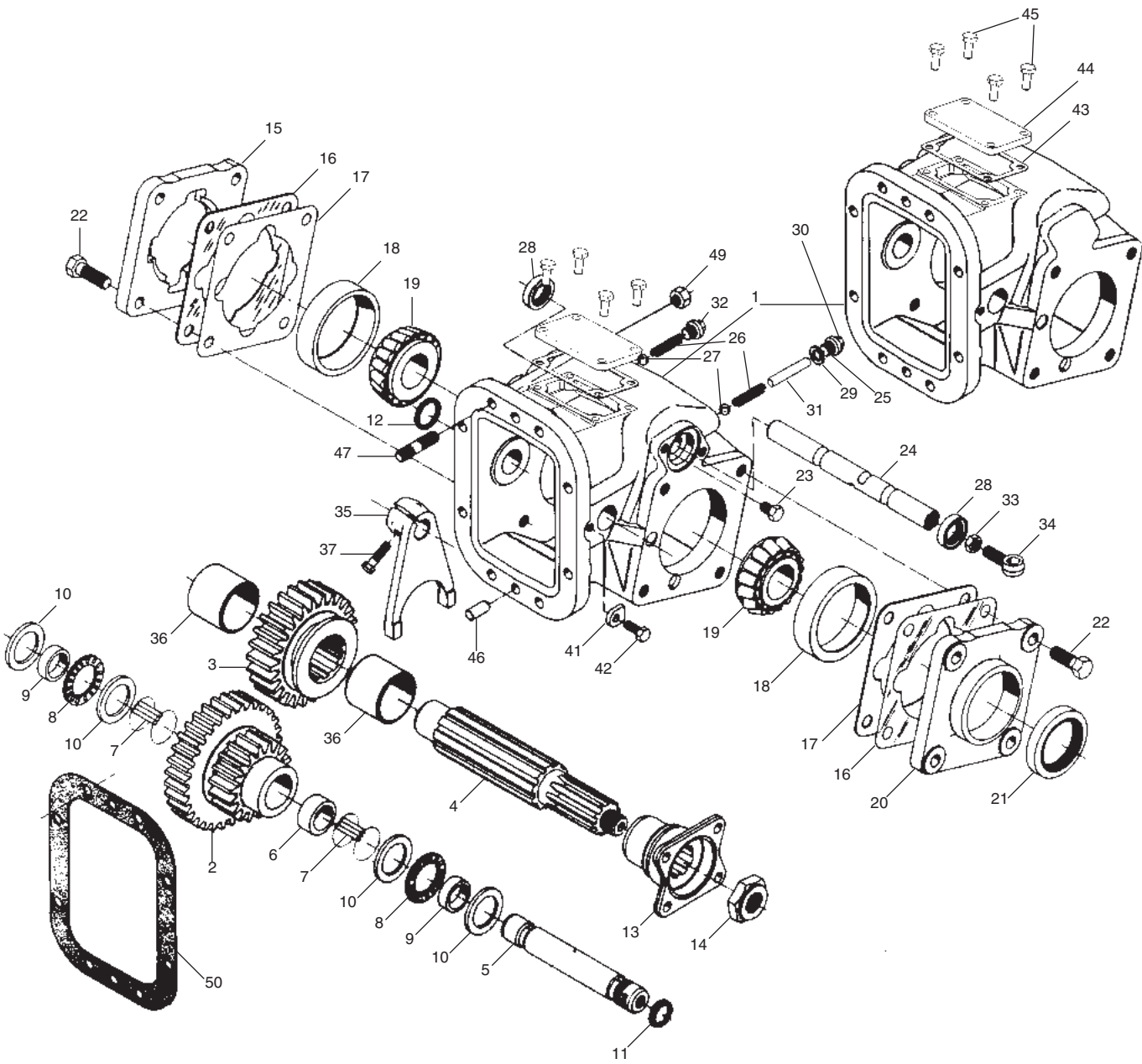
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Bill of Materials

Power Take-Off
823 Series

Item	Part #	Description	823-M	823-A&Y
		P.T.O. HOUSING		
1	1-P-323	P.T.O. Housing for Ass'y 3 & 6.....		1
	1-P-324	P.T.O. Housing for Ass'y 4 & 5.....		1
	1-P-321	P.T.O. Housing for Ass'y 3 & 6 (Constant Mesh Only).....	1	
	1-P-322	P.T.O. Housing for Ass'y 4 & 5 (Constant Mesh Only).....	1	
2	See Chart Page 5	Gear, Input	1	1
3	See Chart Page 5	Gear, Output	1	1
4	3-P-364	Shaft, Output ("AB", "AC" & "XV" Output)	1	1
5	9-P-28	Shaft, Idler - No Pressure Lube (Standard)	1 or	1 or
	9-P-37	Shaft, Idler - Pressure Lube	1 or	1 or
	9-P-82	Shaft, Idler - Self Lube	1	1
N.S.	379231	Pipe Plug, (.125" - 27 N.P.T.) for Pressure Lube Idler Shaft (Opt.)	1	1
N.S.	328075X	Hose, Pressure Lube (Optional)	1	1
6	14-P-27	Spacer, Needle Bearing	1	1
	328297-3X	Needle Roller Replacement Kit.....	1	1
7	378389	Needle Rollers (21 per set)	2 sets	2 sets
8	378769	Thrust Bearing	2	2
9	14-P-48	Spacer, Needle Bearing	2	2
10	31-P-90	Thrust Washer.....	4	4
11	28-P-239	O-Ring	1	1
12	28-P-240	O-Ring	1	1
13	3-1-3431	Spicer 1410 Companion Flange ("XV" Output)	1	1
	379558	DIN 120 Companion Flange ("AB")		
	379742	DIN 100 Companion Flange ("AC")		
14	378382	Nut, Hex (.875" - 14) ("AB", "AC" & "XV")	1	1
15	21-P-66	Bearing Cover, Closed End ("AB", "AC", "XS", "XU", "XV" & "XY")	1	1
16	55-P-19	Gasket, Shim	2	2
17	55-P-6-1	Shim, Plastic	A.R.	A.R.
	55-P-6-2	Shim, Plastic	A.R.	A.R.
18	560946	Bearing Cup	2	2
19	560945	Cone Bearing, Standard Shaft ("AB", "AC", "XS", "XU", "XY" & "XV")	2	2
20	21-P-65	Bearing Cover, Open End ("AB", "AC", "XV")	1	1
21	28-P-211	Oil Seal, Standard Shaft	1	1
22	378433-14	Capscrew, Hex head (.500" - 13 x 1.50")	4	4
23	378431-4	Screw, Hex Head (.375" - 16 x .500")	4	4
24	11-P-135	Shaft, Shifter	-	1
25	379614	Fitting Indicator Switch.....	-	1
26	37-P-51	Shifter Spring	-	2
27	378008	Shifter Ball	-	2
28	28-P-218	Oil Seal, Shifter Shaft	-	2
29	379613	Copper Gasket.....	-	1
30	379639	Indicator Switch	-	1
31	379612	Plunger	-	1
32	38-P-8	Poppet Cap	-	1
33	500381-3	Jam Nut, Hex (.438" - 20)	-	1
34	36-P-1	Eye Bolt (.438" - 20)	-	1
35	32-P-122	Shift Fork, Ass'y 3 & 6.....	-	1
	32-P-121	Shift Fork, Ass'y 4 & 5.....	-	1
36	4-P-110	Driveshaft Spacer (Constant Mesh Only)	2	-
37	378916	Capscrew, Shift fork (.375" - 24 x 1.375")	-	1
41	27-P-9	Retaining Plate	1	1
42	378430-8	Capscrew, Hex Head (.312" - 18 x .750")	1	1
43	35-P-93	Gasket, Cover Plate.....	1	1
44	34-P-133	Cover Plate	1	1
45	378429-6	Hex Capscrew (.250" - 20 x .625")	4	4

N.S. — Not Shown

A.R. — As Required

See Page 9 for Kits Bill of Materials



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Parker Hannifin Corporation

Chelsea Products Division

Olive Branch, MS 38654 USA

Bill of Materials**Power Take-Off****823 Series**

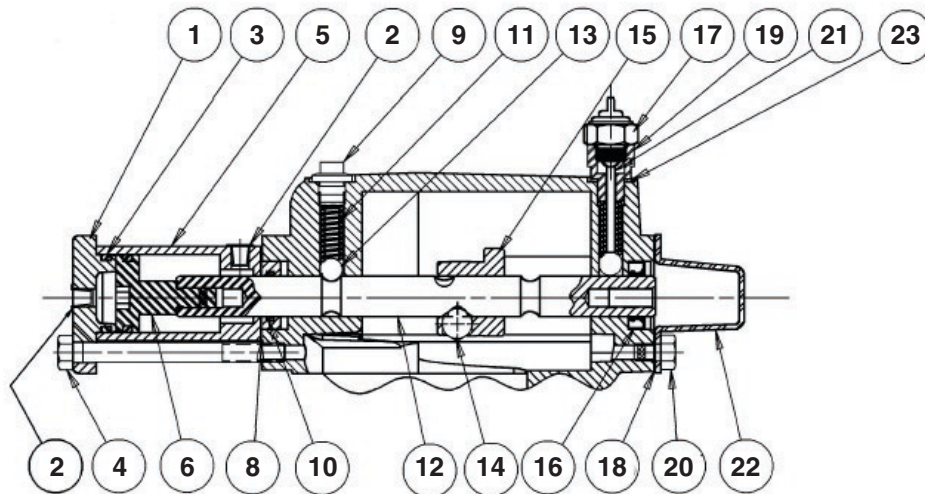
Item	Part #	Description	823-M	823-A&Y
		LOOSE PARTS		
46	328170-8X	Mounting Stud Kit	1	1
	378054	Dowel Pin	2	2
47	379424-21	Stud (.438" - 14 & .438" - 20 x 2.250")	8	8
49	379745	Flange Nut (.438" - 20)	8	8
	328170-185X	Mounting Stud Kit		
	378054	Dowel Pin		
	379429-22	Stud, Metric (.438" - 20 & M12 - .125" x 2.250")		
	379745	Flange Nut (.438" - 20)		
	328948-8X	Gasket & Installation Kit		
50	35-P-15-1	Gasket (.010")	2	2
	35-P-15-2	Gasket (.020")	2	2
	328751-1X	Lever Control Indicator Light Installation Kit ("Y" Shift)		
	328388-61X	Air Shift Installation Kit ("A" Shift)		
	329218X	Indicator Switch Service Kit ("V" Shift)		
	378414	Pressure Protection Valve ("V" Shift)		
	328368-2X	Needle Rollers Field Replacement Kit	1	1
	328356-2X	Gasket & Seal Kit	-	1
	328356-3X	Gasket & Seal Kit, w/Shifter Seal ("AB", "AC", "XV" Output)	1	1
	328356-4X	Gasket, O-Ring & Seal Kit		
N.S.	328356-5X	Gasket & Seal Kit	1	-
	328356-6X	O-Ring & Gasket Mounting Kit		
	328390-152X	Air Shift Conversion Kit		

N.S. — Not Shown

See [Page 9](#) for Kits Bill of Materials

A.R. — As Required

Item	Part Number	Description	Quantity
1	379027	Air Cylinder Cap	2
2	500897-5	Shipping Plug	2
3	28-P-61	O-Ring	2
4	378431-31	Hex. Head Capscrew .375" - 16 x 4.25"	2
5	65-P-29	Air Cylinder Body	1
6	66-P-24	Piston Shifter	1
8	22-P-113	Gasket	1
9	38-P-8	Poppet Cap .500" - 20	1
10	28-P-198	O-Ring Shifter Cylinder	1
11	37-P-51	Shifter Spring	1
12	11-P-135	Shifter Shaft	1
13	378002	Shifter Ball	1
14	378916	Capscrew .375" - 24 x 1.375" (Shifter Fork)	1
15	32-P-122	Shifter Fork (Ass'y 3 & 6)	1 or
	32-P-121	Shifter Fork (Ass'y 4 & 5)	1
16	38-P-218	Oil Seal	1
17	379639	Indicator Switch (Normally Off)	1
18	35-P-99	Gasket Shifter Cap	1
19	379614	Fitting Indicator Switch (Adapter .562" - 18 to .500" - 20)	1
20	378431-4	Hex. Head Capscrew .375" - 16 X .500"	2
21	379612	Plunger (Indicator Switch)	1
22	65-P-31	Cap Shifter Shaft	1
23	379613	Cooper Gasket (Indicator Switch Fitting)	1

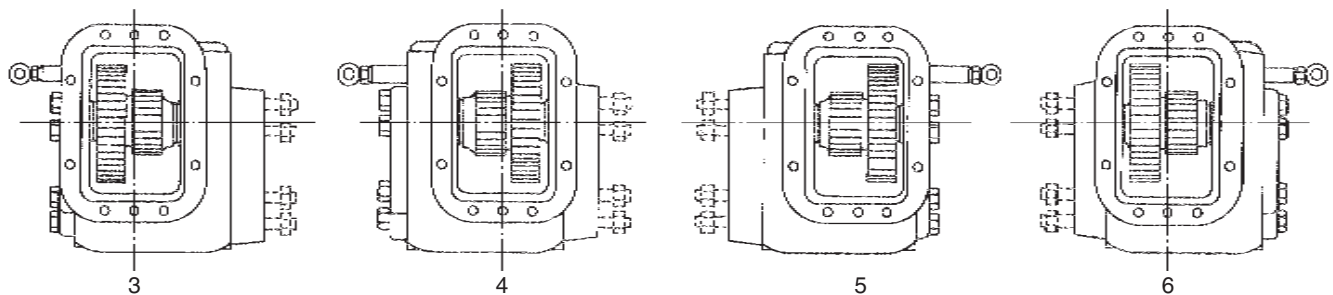


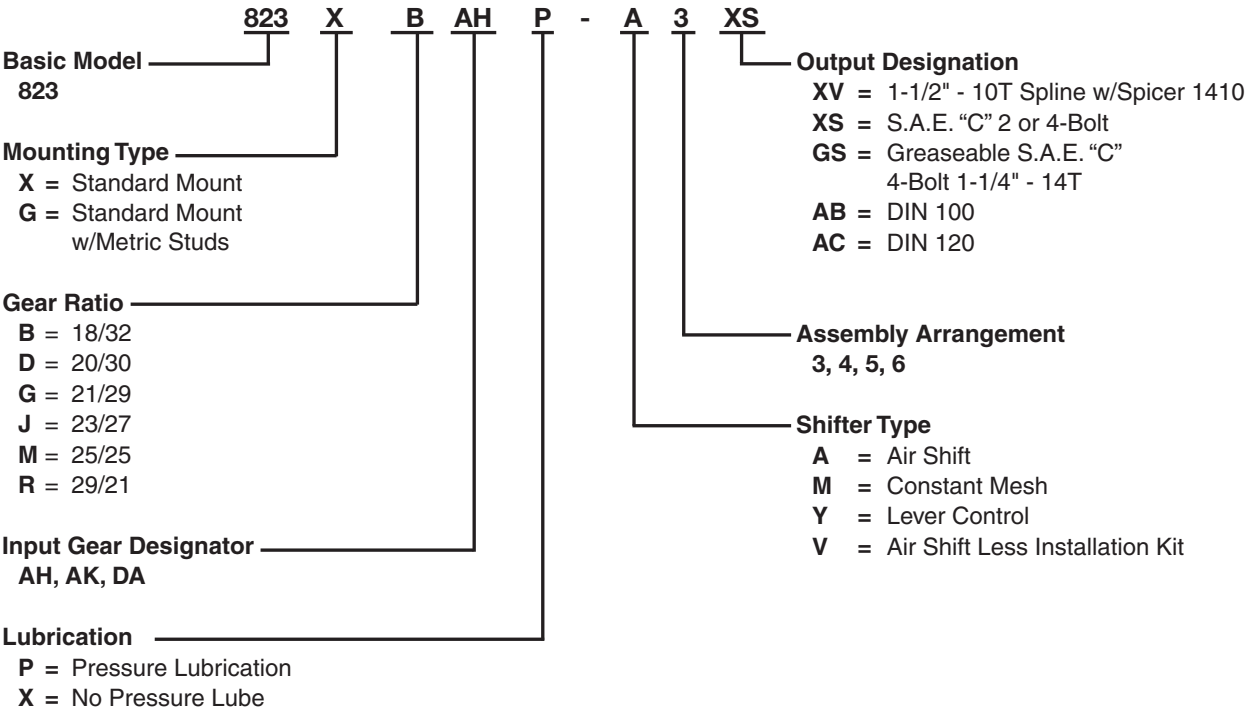
Output Options Bill of Materials

823 Series

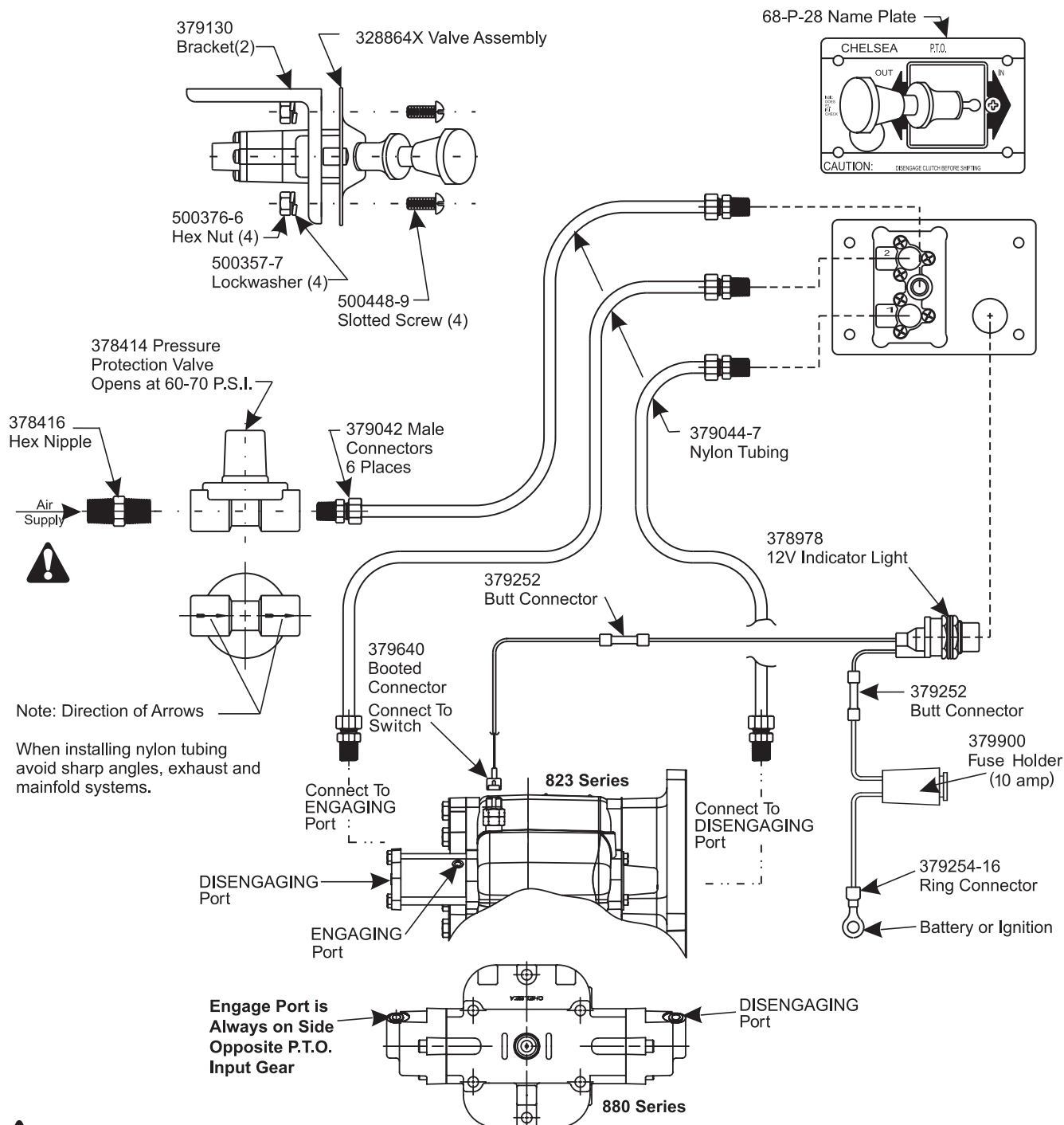
P.T.O. Output Options	Description	Qty.	P.T.O. Output Options	Description	Qty.
AB Output	DIN 120 Companion Flange		XW Option	Wet Spline	
3-P-364	Output Shaft	1	329174X	Pump Flange & Instructions Tag.....	1
21-P-65	Bearing Cap, Open.....	1	21-P-340	Pump Flange "XW" Only	
28-P-211	Oil Seal	1	379616	Instruction Tag	
378382	Hex Nut (.875" - 14).....	1	3-P-726	Pump Shaft.....	1
378433-14	Hex Head Capscrew (.500" - 13 x 1.500")..	4	28-P-212	Oil Seal	1
560945	Tapered Bearing Cone.....	1	379231	Pipe Plug	1
379558	Companion Flange (DIN 120).....	1	28-P-245	O-Ring (Furnished by Customer)	1
			560944	Tapered Bearing Cone.....	1
AC Output	DIN 100 Companion Flange		GS Option	Greasable Shaft	
3-P-364	Output Shaft	1	3-P-950X	Output Shaft, Greasable.....	1
21-P-65	Bearing Cap, Open.....	1	21-P-655	Bearing Cap, Rear	1
28-P-211	Oil Seal	1	28-P-226	Shaft Seal	1
378382	Hex Nut (.875" - 14).....	1	379432-1	Cap Screw SocketHead (.312" - 18 x .375")...3	
378433-14	Hex Head Capscrew (.500" - 13 x 1.500")..	4			
560945	Tapered Bearing Cone.....	1	L* Option	Self Lube Option ("LG", "LH", "LJ")	
379742	Companion Flange (DIN 100).....	1	3-P-863	Output Shaft, Self Lub ("LG").....	1 or
			3-P-864	Output Shaft, Self Lub ("LH", "LJ").....	1
XV Output	Spicer 1410 Companion Flange		9-P-82	Idler Shaft (Pressure Lube)	1
3-P-364	Output Shaft	1	329105X	Self Lube Assembly.....	1
21-P-65	Bearing Cap, Open.....	1	378450-8	Allen Hex Head Capscrew (.500" - 13 x 1.500")..	4
28-P-211	Oil Seal	1	379231	Pipe Plug (.125" - 27 NPTF)	
378382	Hex Nut (.875" - 14).....	1		Pressure Lube Only.....	1
378433-14	Hex Head Capscrew (.500" - 13 x 1.500")..	4	500841-1	90° Street Elbow	1
560945	Tapered Bearing Cone.....	1	329092X	Pressure Lube Hose Assembly	1
3-1-3431	Companion Flange	1			
XS Output	S.A.E. Class "C" 2 or 4 Bolt				
3-P-726	Output Shaft, Pump	1			
21-P-382	Bearing Cap, Open.....	1			
28-P-212	Oil Seal	1			
379056-47	Shoulder Stud (.500" - 13 - 20 x 3.750").....	4			
500356-13	Lockwasher.....	4			
500381-5	Nut, Hex (.500" - 20).....	4			
500365-37	Flat Washer	4			
560944	Tapered Bearing Cone.....	1			
XY Output	DIN 5462 / ISO 14				
3-P-826	Output Shaft, Pump	1			
21-P-470	Pump Flange	1			
28-P-212	Oil Seal	1			
378433-14	Hex Head Capscrew (.500" - 13 x 1.500")..	4			
560944	Tapered Bearing Cone.....	1			
XU Option	S.A.E. Class "C" 2 Bolt				
3-P-726	Output Shaft, Pump	1			
21-P-382	Pump Flange, Outpump	1			
28-P-212	Oil Seal	1			
378450-8	Allen Hex Head Capscrew (.500" - 13 x 1.500")..	4			
560944	Tapered Bearing Cone.....	1			
Y-Y Option	Double "XY" Pump Mount Mount				
3-P-946	Output Shaft, Pump	1			
21-P-648	Pump Flange	2			
28-P-212	Oil Seal	2			
378433-14	Hex Head Capscrew (.500" - 13 x 1.500")..	8			
560944	Tapered Bearing Cone.....	2			

Item 2 Input Cluster Gear					Item 3 Output Gear	
P.T.O. Number	Part Number	No. Teeth	Helix Angle	No. Teeth	Part Number	No. Teeth
823*BAH	5-P-285	32	Spur	18	2-P-312	32
823*BAK	5-P-223	32	Spur	18	2-P-312	32
823*BDA	5-P-636	35	Spur	18	2-P-312	32
823*DAH	5-P-971	32	Spur	20	2-P-315	30
823*DAK	5-P-293	32	Spur	20	2-P-315	30
823*GAH	5-P-980	32	Spur	21	2-P-308	29
823*GAK	5-P-294	32	Spur	21	2-P-308	29
823*JAH	5-P-325	32	Spur	23	2-P-311	27
823*JAK	5-P-224	32	Spur	23	2-P-311	27
823*MAH	5-P-283	32	Spur	25	2-P-309	25
823*MAK	5-P-284	32	Spur	25	2-P-309	25
823*MDA	5-P-637	35	Spur	25	2-P-309	25
823*RAH	5-P-721	32	Spur	29	2-P-630	21
823*RDA	5-P-808	35	Spur	29	2-P-630	21

Assembly Arrangements



**Air Shift Installation Sketch for the 823 Series Using: Williams Valve (SK-276 Rev J)
328388-61X Installation Kit**



WARNING: Connect directly to the air supply. Do not use tubing between the air supply and the pressure protection valve.

CAUTION: When installing nylon tubing avoid sharp angles, exhaust and manifold systems.

IMPORTANT: When this installation is used on vehicles with automatic transmissions, the P.T.O. drive gear must be stopped before shifting.

NOTE: Tube nut is reusable as long as nylon tubing is not removed from the tube nut.

328356-2X	Gasket & Seal Kit		328390-152X	Field Conversion Kit	
28-P-211	Oil Seal.....	1	28-P-61	O-Ring.....	4
28-P-218	Oil Seal.....	2	328388-61X	Air Shift.....	1
28-P-239	O-Ring.....	1	35-P-16	Shifter Cover.....	2
28-P-240	O-Ring.....	1	378431-28	Capscrew.....	4
35-P-15-1	Mounting Gasket.....	1	379027	Cylinder C.....	2
35-P-15-2	Mounting Gasket.....	1	500897-5	Plug-Shipping.....	2
55-P-19	Shim Gasket.....	2	65-P-16	Shifter Cylinder.....	2
55-P-6-1	Spacer Shim.....	2	66-P-5	Shifter Pin.....	2
55-P-6-2	Spacer Shim.....	3	Owners Manual	HY25-1135-M1/US.....	1
328356-3X	Gasket & Seal Kit		328591-136X	Conversion Kit “XS” To “GS”	
28-P-218	Oil Seal.....	2	55-P-19	Shim Gasket.....	1
28-P-239	O-Ring.....	1	55-P-6-2	Spacer Shim.....	2
28-P-240	O-Ring.....	1	55-P-6-1	Spacer Shim.....	2
35-P-15-1	Mounting Gasket.....	1	28-P-196	O-Ring (Viton).....	1
35-P-15-2	Mounting Gasket.....	1	379432-1	Capscrew.....	3
55-P-19	Shim Gasket.....	2	21-P-655	Bearing Cap.....	1
55-P-6-1	Spacer Shim.....	2	28-P-226	Thrust Bearing.....	1
55-P-6-2	Spacer Shim.....	3	28-P-212	Oil Seal.....	1
			22-P-98	Gasket.....	1
328356-4X	Gasket & Seal Kit		3-P-950X	Output Shaft Assembly.....	1
28-P-212	Oil Seal.....	1	500168-2	Fitting.....	1
28-P-218	Oil Seal.....	2	379819	Grease Fit.....	1
28-P-239	O-Ring.....	1	379688	Lubricant-Spline.....	1
28-P-240	O-Ring.....	1	3-P-950	Output Shaft Assembly.....	1
35-P-15-1	Mounting Gasket.....	1	560946	Bearing Cup.....	1
35-P-15-2	Mounting Gasket.....	1	560945	Bearing Cone.....	1
55-P-6-1	Spacer Shim.....	2			
55-P-6-2	Spacer Shim.....	3	328591-137X	Conversion Kit “XV” To “GS”	
55-P-19	Shim Gasket.....	2	55-P-19	Shim Gasket.....	1
			55-P-6-2	Spacer Shim.....	2
328356-5X	Gasket & Seal Kit		55-P-6-1	Spacer Shim.....	2
28-P-211	Oil Seal.....	1	21-P-382	Pump Flange.....	1
28-P-239	O-Ring.....	1	21-P-655	Bearing Cap.....	1
28-P-240	O-Ring.....	1	28-P-226	Thrust Bearing.....	1
35-P-15-1	Mounting Gasket.....	1	28-P-212	Oil Seal.....	1
35-P-15-2	Mounting Gasket.....	1	379442	Stud.....	4
55-P-19	Shim Gasket.....	2	3-P-950X	Output Shaft.....	1
55-P-6-1	Spacer Shim.....	2	500168-2	Fitting.....	1
55-P-6-2	Spacer Shim.....	3	379819	Grease Fitting.....	1
			379688	Lubricant-Spline.....	1
328356-6X	Gasket & Seal Kit		3-P-950	Output Shaft.....	1
28-P-239	O-Ring.....	1	560946	Bearing Cup.....	1
28-P-240	O-Ring.....	1	560945	Bearing Cone.....	1
35-P-15-1	Mounting Gasket.....	1	560944	Bearing Cone.....	1
35-P-15-2	Mounting Gasket.....	1	500356-13	Lockwasher.....	4
55-P-19	Shim Gasket.....	2	500381-5	Hex Nut.....	4
55-P-6-1	Spacer Shim.....	2	379432-1	Capscrew.....	3
55-P-6-2	Spacer Shim.....	3			
			328751-1X	Installation Kit	
328368-2X	Needle Bearing Kit		378978	Indicator.....	1
14-P-27	Spacer.....	1	379252	Butt Connector.....	2
14-P-48	Needle Bearing.....	2	68-P-18	Name Plate.....	1
378389	Needle Bearing.....	42	379640	Booted Connector.....	1
			379900	Ass’y Fuse.....	1
328388-61X	Air Shift				
68-P-28	Name Plate.....	1			
328388-45X	Air Shift.....	1			
329090-2X	Valve Kit.....	1			
328864X	Shifter Valve.....	1			
378414	Pressure Port.....	1			
379044-7	Nylon Tubing.....	1			
379130	Support Bracket.....	2			
379252	Butt Connector.....	2			
379640	Booted Connector.....	1			
379254-16	Ring Connector.....	1			

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4. Warranty: Seller warrants that certain Products, namely PTOs, SEMs, and Wet Line Kits sold hereunder shall be free from defects in material or workmanship for a period of twenty four months from the date of delivery to Buyer. Seller warrants that certain Products namely Pumps, and Hydraulic Accessories shall be free from defects in material or workmanship for a period of eighteen months from the date of delivery to the Buyer. The prices charged for Seller's products are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Limitation Of Remedy: SELLER'S LIABILITY ARISING FROM OR IN ANYWAY 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.

10/09-P



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