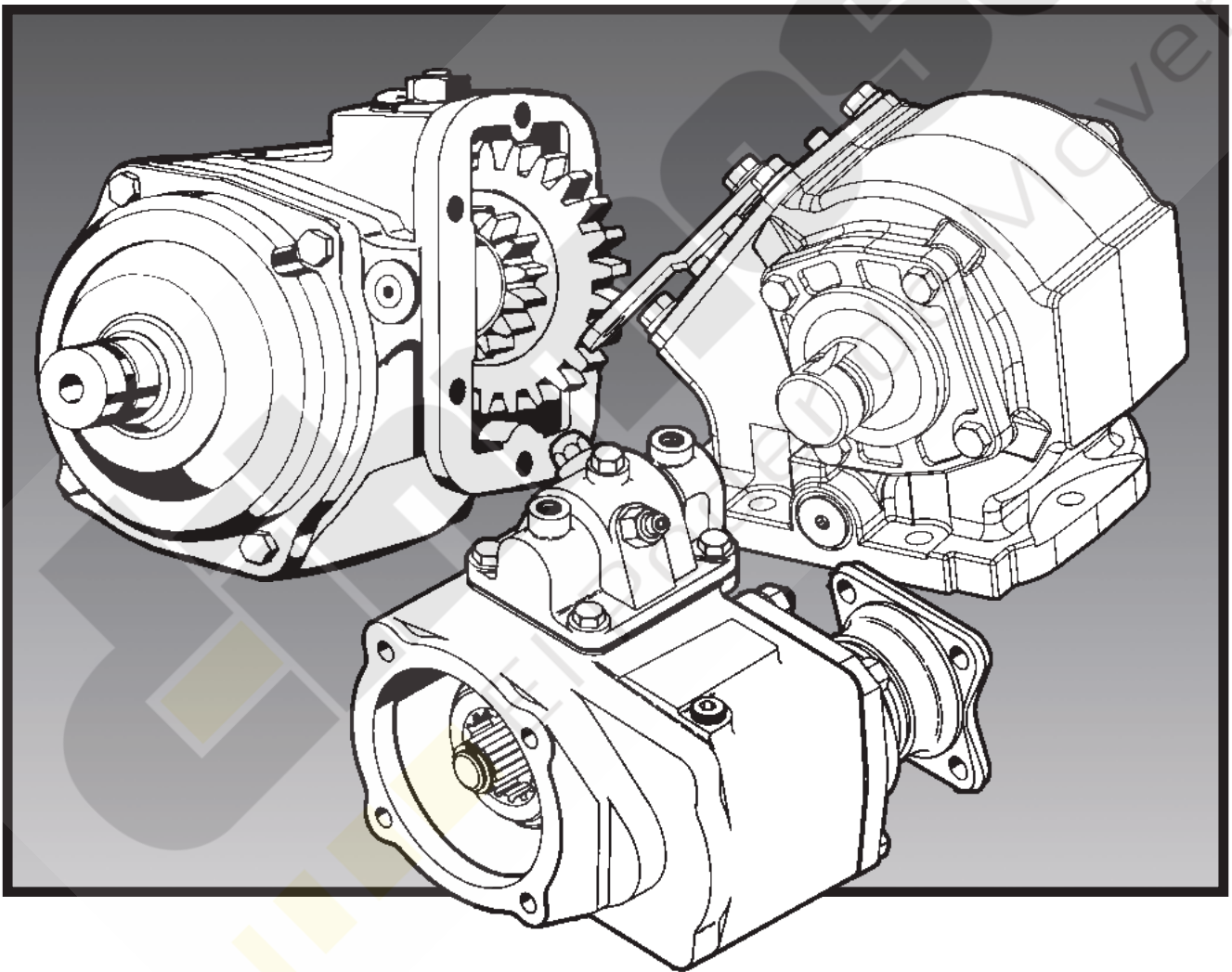


Parts List 267 Series

Effective: May 15, 2006

Supersedes: HY25-2267-M1/US Dated Dec. 2001



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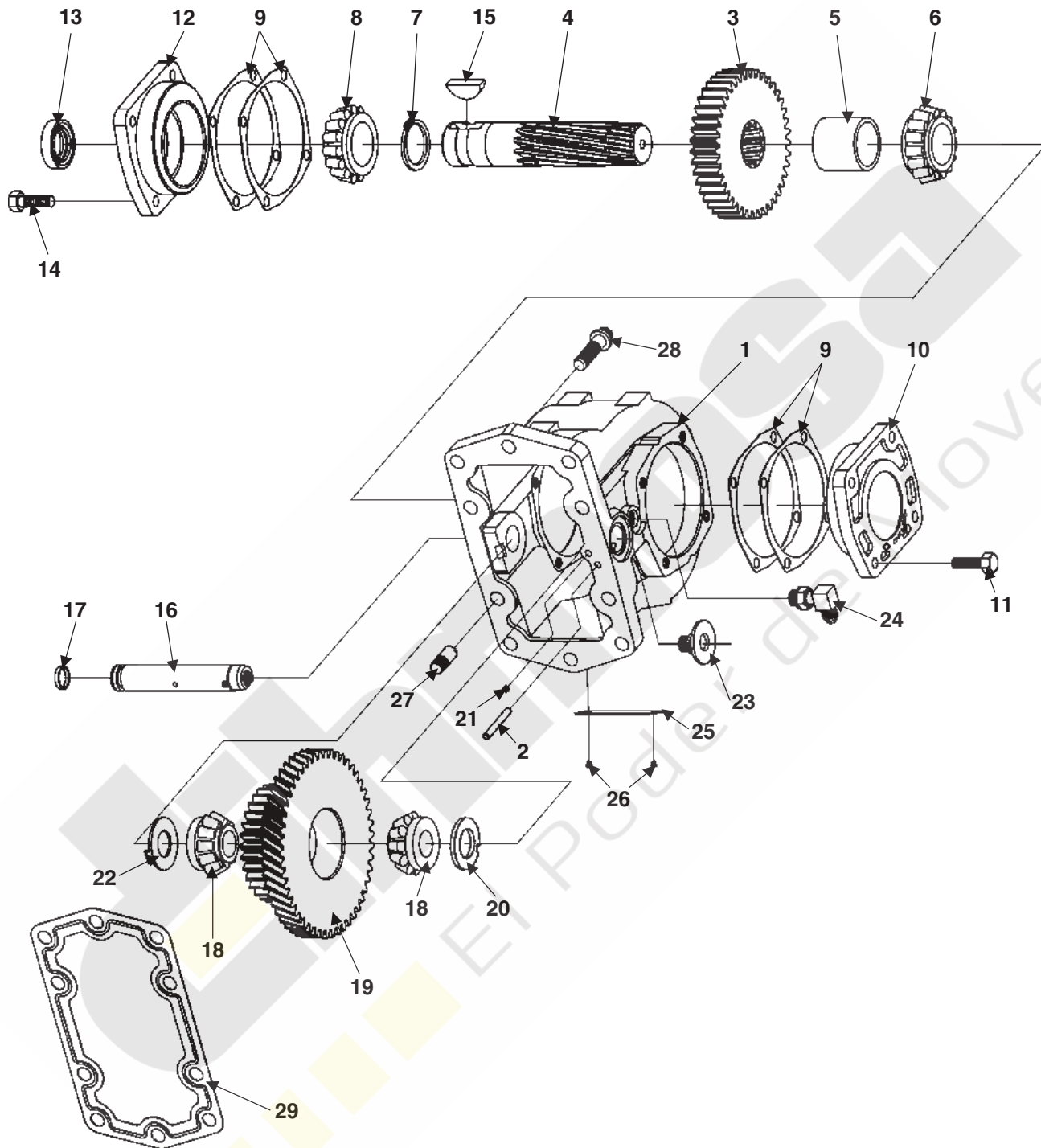
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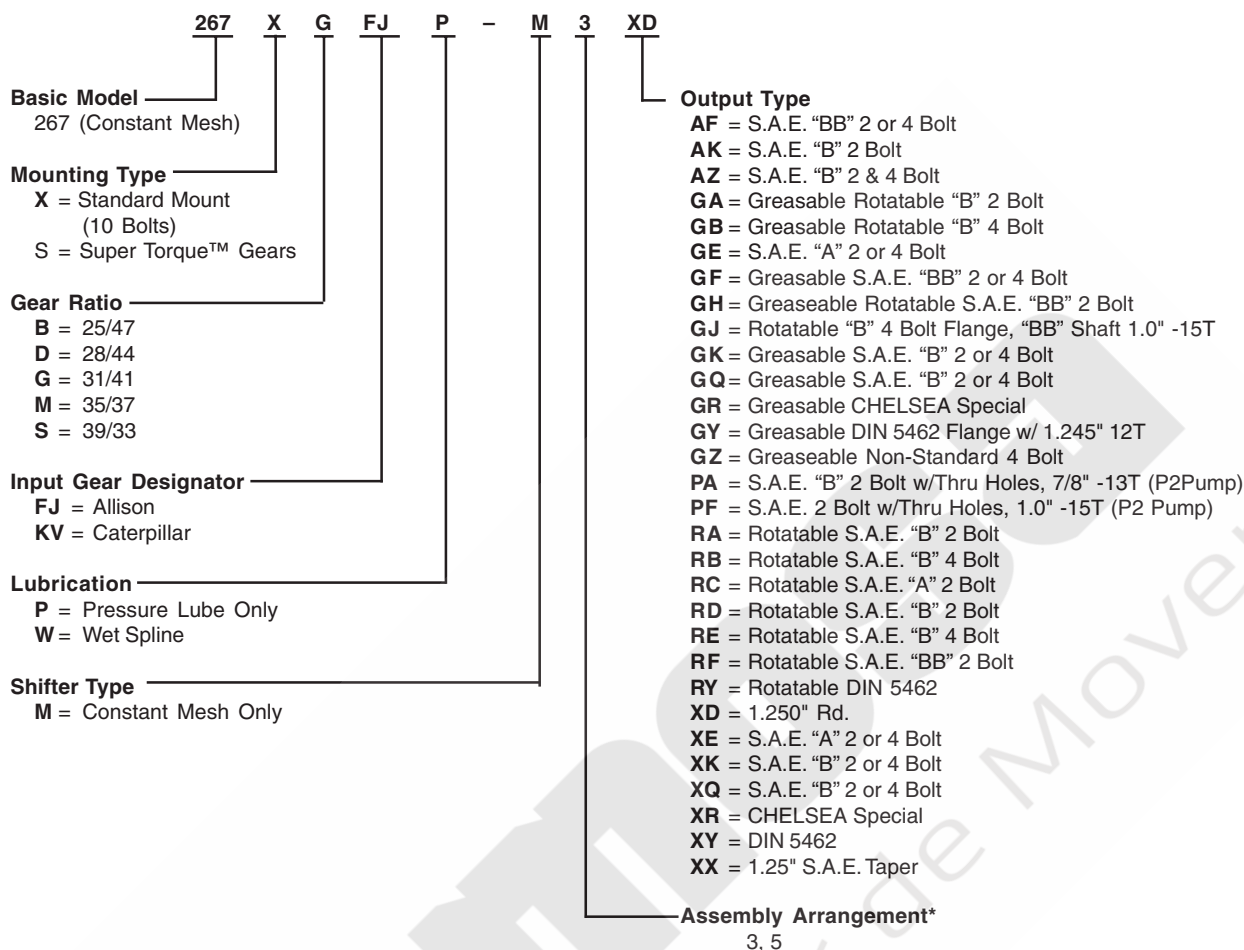
Bill of Materials

Power Take-Off

267 Series

Item	Part Number	Description	Quantity
1	1-P-584X	Housing with Roll Pin	1
2	500597-16	Slotted Roll Pin, Shipped with Housing	1
3	See Chart Page 3	Output Gear	1
4	3-P-202	Output Shaft, Standard 1.25" Round .312" Keyway ("XD")	1
	See Chart Page 5	Output Shaft, Pump Mount	1
5	4-P-157	Spacer, Drive Shaft	1
6	550532	Bearing Cone, Closed End	1
7	378391	Lockring	1
8	550397	Bearing Cone, Open End	1
9	22-P-24-1	Bearing Cap Gasket, .010"	A.R.
	22-P-24-2	Bearing Cap Gasket, .020"	A.R.
	22-P-24-3	Bearing Cap Gasket, .015"	A.R.
10	328274X	Bearing Cap Assembly, Closed End ("XD")	1
11	378430-10	Hex Capscrew (.312" - 18 x 1.00"), Closed End	4
12	328273X	Bearing Cap Assembly, Open End, Standard Output ("XD")	1
	See Chart Page 5	Bearing Cap Assembly, Open End, Pump Mount	
13	28-P-216	Oil Seal, Standard Output	1
	See Chart Page 5	Oil Seal, Pump Mount	
14	378430-10	Hex Capscrew (.312" - 18 x 1.00"), Open End ("XD")	4
15	500007-29	Woodruff Key, "XD" Output	1
	379111	Square Key, "XX" Option	1
16	9-P-91	Idler Shaft, Pressure Lube	1
17	28-P-191	O-Ring	1
18	550439	Bearing Cone	2
19	See Chart Page 3	Input Gear	1
20	14-P-73-1	Tab Spacer, Input Gear (.150")	A.R.
	14-P-73-2	Tab Spacer, Input Gear (.153")	A.R.
	14-P-73-3	Tab Spacer, Input Gear (.156")	A.R.
	14-P-73-4	Tab Spacer, Input Gear (.159")	A.R.
	14-P-73-5	Tab Spacer, Input Gear (.152")	A.R.
21	378108	Steel Ball	1
22	31-P-102	Tab Washer, Thrust	1
23	379672	NWD Plug	1
24	379486	90° O-Ring Boss Connector ("P" Lube Option)	1 or
	379556	O-Ring Run Tee ("W" Lube Option)	1
25	68-P-2	Name Plate	1
26	378422	Drive Screw	2
Parts Shipped Loose			
27	7170-86X	Mounting Kit, ("FJ" Input Gear) Includes items 24, 27 & 28	1
	379451	Pilot Screw (M10 - 1.50" x .984")	2
28	379453-10	10 Bolt, Ferry Capscrew (M10 - 1.50" x 1.378")	8
	7170-117X	Mounting Kit, ("KV" Input Gear)	
	379451	Pilot Screw (M10 - 1.5" x .984")	2
	379453-10	Ferry Capscrew (M1 - 1.50" x 1.378")	8
	379812	Male Connector Flare Fitting	1
	329130-7X	Hose Assembly "W" Lube Option "AK" Only	
	329057-2X	Hose Assembly "W" Lube "AF" & "RY" Only, (Idler Tee to Bearing Cap)	
29	328948-9X	Gasket & Installation Kit	1
	35-P-74	Mounting Gasket	1
Service Kits			
	329337-1X	Bearing and Spacer Kit	
	329337-2X	Gasket and Seal Kit	
	329337-3X	Conversion Kit 266-267 Series	

A.R. — As Required



267 "3" not available with "XK" output. "3" arrangement must use "XQ" flange option.

Assy. #5 Gear Forward, Output Shaft Rear and Bulge Down, Left Side. Bulge Up, Right Side.

Input & Output Gear Chart

Model Number	Input Gear Part Number	Helix Angle	No. Teeth Lg. Cluster	No. Teeth Sm. Cluster	Output Gear Part Number	No. Teeth
267*BFJ	5-P-912	Right Hand	50	25	2-P-711	47
267*DFJ	5-P-913	Right Hand	50	28	2-P-712	44
267*GFJ	5-P-914	Right Hand	50	31	2-P-702	41
267*MFJ	5-P-915	Right Hand	50	35	2-P-706	37
267*SFJ	5-P-1173	Right Hand	50	39	2-P-808	33
267*BKV	5-P-1361	Left Hand	45	25	2-P-711	47
267*DKV	5-P-1362	Left Hand	45	28	2-P-712	44
267*GKV	5-P-1363	Left Hand	45	31	2-P-702	41
267*MKV	5-P-1367	Left Hand	45	35	2-P-706	37
267*SKV	5-P-1369	Left Hand	45	39	2-P-808	33
SUPERTORQUE™						
267SBFJ	5-P-1350	Right Hand	50	25	2-P-711	47
267SDFJ	5-P-1293	Right Hand	50	28	2-P-712	44
267SGFJ	5-P-1225	Right Hand	50	31	2-P-702	41
267SMFJ	5-P-1351	Right Hand	50	35	2-P-706	37
267SSFJ	5-P-1278	Right Hand	50	39	2-P-808	33
267SBKV	5-P-1402	Left Hand	45	25	2-P-711	47
267SDKV	5-P-1413	Left Hand	45	28	2-P-712	44
267SGKV	5-P-1414	Left Hand	45	31	2-P-702	41
267SMKV	5-P-1415	Left Hand	45	35	2-P-706	37
267SSKV	5-P-1416	Left Hand	45	39	2-P-808	33

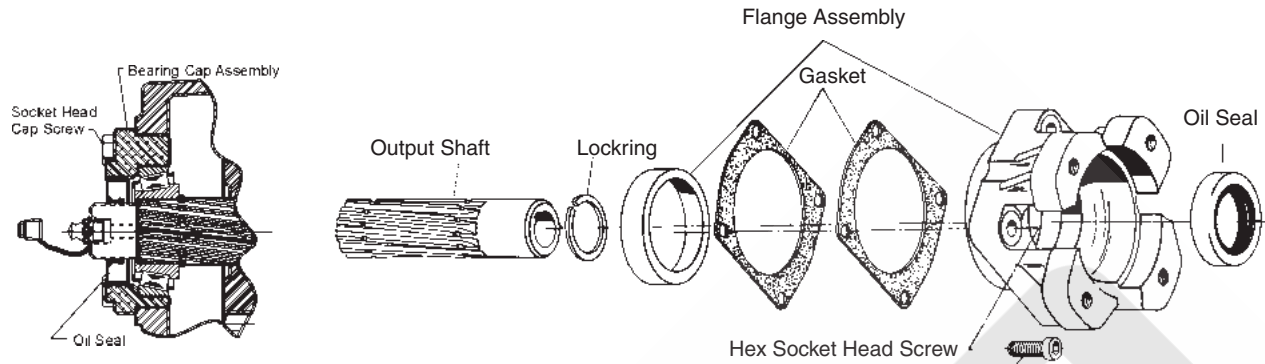
Flange Suffix	Flange Type	Shaft Type	Conversion Kit	
AF	S.A.E. "B" 2 or 4 Bolt	1.0"-15 Spline	XD to AF	328591-30X
AK	S.A.E. "B" 2 Bolt	7/8"-13 Spline	XD to AK	328591-28X
AZ	S.A.E. 4 Bolt	1-1/4"-14 Spline	XD to AZ	328591-70X
■ GA	Rotatable S.A.E. "B" 2 Bolt	7/8"-13 Spline	XD to GA	328591-72X
			XR to GA	328591-73X
			RA to GA	328591-106X
■ GB	Rotatable S.A.E. "B" 4 Bolt	7/8"-13 Spline	XD to GB	328591-74X
			XR to GB	328591-75X
			RB to GB	328591-107X
■ GE	S.A.E. "A" 2 or 4 Bolt	5/8"-9 Spline	N/A	N/A
■ GF	S.A.E. "B" 2 or 4 Bolt	1.0"-15 Spline	XD to GF	328591-71X
			AF to GF	328591-108X
■ GH	Rotatable S.A.E. "B" 2 Bolt	1.0"-15 Spline	XD to GH	328591-116X
			RF to GH	328591-114X
■ GJ	S.A.E. "B" 4 Bolt Rotatable	1.0"-15 Spline	XD to GJ	328591-138X
			RE to GJ	328591-114X
■ GK	S.A.E. "B" 2 or 4 Bolt	7/8"-13 Spline	XD to GK	328591-89X
			XK to GK	328591-86X
■ ● GQ	S.A.E. "B" 2 or 4 Bolt	7/8"-13 Spline	XD to GQ	328591-91X
			XQ to GQ	328591-86X
■ GR	Chelsea Special 4 Bolt	7/8"-13 Spline	XD to GR	328591-76X
■ GY	Din 5462 Pump Mounting	DIN 5462 Spline	XD to GY	328591-92X
			XY to GY	328591-87X
■ GZ	Non-standard 4 Bolt	1-1/4"-14 Spline	XD to GZ	328591-93X
			AZ to GZ	328591-88X
PA	Parker P2-060 Pump Mounting	7/8"-13 Spline	XD to PA	328591-143X
PF	Parker P2-060 Pump Mounting	1.0"-15 Spline	XD to PF	328591-142X
RA	Rotatable S.A.E. "B" 2 Bolt	7/8"-13 Spline	XD to RA	328591-55X
			XR to RA	328591-53X
RB	Rotatable S.A.E. "B" 4 Bolt	7/8"-13 Spline	XD to RB	328591-56X
			XR to RB	328591-54X
RC	Rotatable S.A.E. "A" 2 Bolt	5/8"-9 Spline	XD to RC	328591-112X
RD	Rotatable S.A.E. "A" 2 Bolt	7/8"-13 Spline	XD to RD	328591-113X
RE	Rotatable S.A.E. "B" 4 Bolt	1.0"-15 Spline	XD to RE	328591-134X
RF	Rotatable S.A.E. "B" 2 Bolt	1.0"-15 Spline	XD to RF	328591-78X
RY	Rotatable DIN 5462	DIN 5462	XD to RY	328591-131X
XE	S.A.E. "A" 2 or 4 Bolt	5/8"-9 Spline	XD to XE	328591-27X
XK	S.A.E. "B" 2 or 4 Bolt	7/8"-13 Spline	XD to XK	328591-16X
● XQ	S.A.E. "B" 2 or 4 Bolt	7/8"-13 Spline	XD to XQ	328591-17X
XR	Chelsea Special 4 Bolt	7/8"-13 Spline	XD to XR	328591-52X
XX	S.A.E. Tapered Shaft	1-1/4" w/ 5/16" key	XD to XX	328591-122X
XY	Din 5462 Pump Mounting	DIN 5462	XD to XY	328591-121X

NOTE: Check Current Price Sheet for Availability of Output Options

XR to "XK" Conversion Flange 21-P-525

- Shaft with Grease Fitting
- Similar to Ass'y "XK" Flange Rotated 90°

N/A = Not Available



Item	Part Number	Description	Qty
AF	3-P-854	Output Shaft	1
	28-P-219	Oil Seal	1
	329088X	Bearing Cap Assy. (21-P-522)	1
	378447-10	Socket Head Capscrew (.312" - 18 x 1.5")	4
AK	3-P-282	Output Shaft	1
	28-P-216	Oil Seal	1
	328989X	Bearing Cap Assy. (21-P-472)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
AZ	3-P-844	Output Shaft	1
	28-P-275	Oil Seal	1
	329052X	Bearing Cap Assy. (21-P-508)	1
	378447-11	Socket Head Capscrew (.312" - 18 x 2.5")	4
G*	3-P-923X	"GA", "GB", "GR", Shaft Assemblies	1 or
	3-P-921X	"GF" Shaft Assembly	1 or
	3-P-933X	"GQ", "GK", "GP" Shaft Assemblies	1 or
	3-P-938X	"GY" Shaft Assembly	1 or
	3-P-939X	"GZ" Shaft Assembly	1 or
	3-P-981X	"GE" Shaft Assembly	1 or
	3-P-941X	"GH", "GJ" Shaft Assemblies	1
	500168-2	Lube Fitting (Zerk)	1
	379819	Grease Fitting Cap	1
	379688	Coupling Lube Pack (5/8 fl.oz)	1
	28-P-268	Rear Bearing Cap Shaft Oil Seal	1
	328273X	Rear Bearing Cap Assembly	1
	378430-10	Rear Bearing Cap Hex Head Capscrew	4
PA	3-P-283	Output Shaft	1
	28-P-216	Oil Seal	1
	329195X	Bearing Cap Assy. (21-P-574)	1
	21-P-661	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	328170-207X	Capscrew Bag Kit	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	3
PF	3-P-924	Output Shaft	1
	28-P-219	Oil Seal	1
	329264X	Bearing Cap Assy. (21-P-629)	1
	21-P-661	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	28-P-271	O-Ring	1

Continued on Next Page

Pump Conversion Kit Bill of Materials**267 Series**

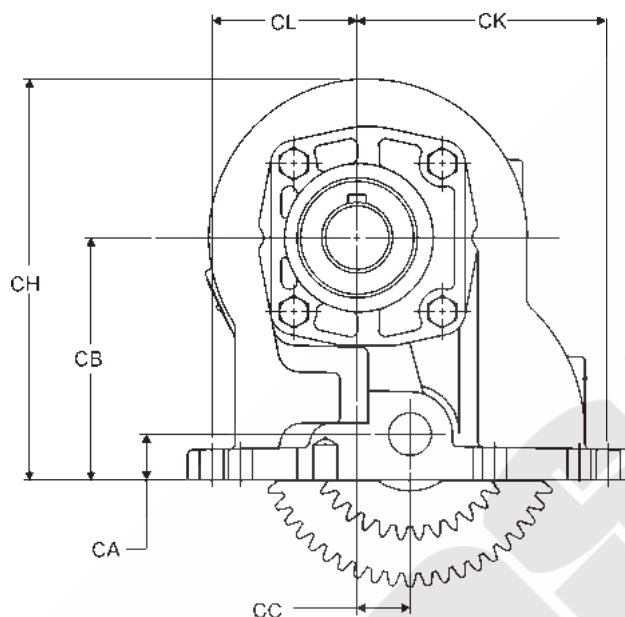
Item	Part Number	Description	Qty
RA	3-P-283	Output Shaft	1
	28-P-216	Oil Seal	1
	329195X	Bearing Cap Assy. (21-P-574)	1
	21-P-628	Pump Flange (Ship Loose with unit)	1
	378447-6	Socket Head Capscrew	4
	328170-207X	Capscrew Bag Kit	1
	378170-6	Socket Head Capscrew	3
RB	3-P-283	Output Shaft	1
	28-P-216	Oil Seal	1
	329195X	Bearing Cap Assy. (21-P-574)	1
	21-P-572	Pump Flange (Ship Loose with unit)	1
	378447-6	Socket Head Capscrew	4
	328170-207X	Capscrew Bag Kit	1
	378170-6	Socket Head Capscrew	3
RC	3-P-800	Output Shaft	1
	28-P-216	Oil Seal	1
	329322X	Bearing Cap Assy (21-P-640)	1
	21-P-638	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	328170-210X	Capscrew Bag Kit	1
	378446-4	Socket Head Capscrew (.312" - 18 x .75")	6
RD	3-P-282	Output Shaft	1 or
	28-P-216	Oil Seal	1
	329322X	Bearing Cap Assy (21-P-640)	1
	21-P-638	Pump Flange (Ship Loose with unit)	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	328170-210X	Capscrew Bag Kit	1
	378446-4	Socket Head Capscrew (.312" - 18 x .75")	6
RE	3-P-924	Output Shaft	1
	28-P-219	Oil Seal	1
	329264X	Bearing Cap Assy. (21-P-629)	1
	21-P-654	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4
	28-P-271	O-Ring	1
RF	3-P-924	Output Shaft	1
	28-P-219	Oil Seal	1
	329264X	Bearing Cap Assy. (21-P-629)	1
	21-P-626	Pump Flange	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	7
	28-P-271	O-Ring	1
RY	3-P-768	Output Shaft	1
	21-P-625	Pump Flange	1
	329356X	Bearing Cap Assy (21-P-532)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
	329355-1X	Standard Loose Parts Kit	1
	379740-6	Socket Head Capscrew (M10 - 1.5" x .984")	3
	22-P-100	Gasket	1
	22-P-84	Gasket	1
XE	379231	Pipe Plug	2
XE	3-P-800	Output Shaft	1
	28-P-216	Oil Seal	1
	328328X	Bearing Cap Assy. (21-P-161)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4

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Pump Conversion Kit Bill of Materials**267 Series**

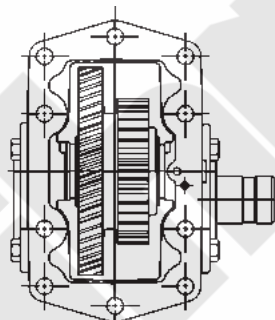
Item	Part Number	Description	Qty
XK	3-P-282	Output Shaft	1
	28-P-216	Oil Seal	1
	328333X	Bearing Cap Assy. (21-P-424)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
XQ	3-P-282	Output Shaft	1
	28-P-216	Oil Seal	1
	328589X	Bearing Cap Assy. (21-P-269)	1
	378447-8	Socket Head Capscrew (.312" - 18 x 1.5")	4
XR	3-P-283	Output Shaft	1
	28-P-216	Oil Seal	1
	329194X	Bearing Cap Assembly (21-P-574)	1
	379673	Hex Shoulder Screw (.312" - 24)	4
	379063	Flat Washer	4
	328711X	Pump Mounting Kit	1
	378919	Washer	4
XX	500963-1	Hex Lock Nut (.312" - 24)	4
	3-P-766	Output Shaft	1
	28-P-216	Oil Seal	1
	328273X	Bearing Cap Assy. (21-P-418)	1
	378430-10	Hex Capscrew (.312" - 18 x 1.0")	4
	379111	Square Key	1
	501181	Hex Locknut (1.0" - 20)	1
XY	3-P-768	Output Shaft	1
	28-P-275	Oil Seal	1
	329234X	Bearing Cap Assy. (21-P-614)	1
	378447-6	Socket Head Capscrew (.312" - 18 x 1.0")	4

P.T.O. Housing Dimensions

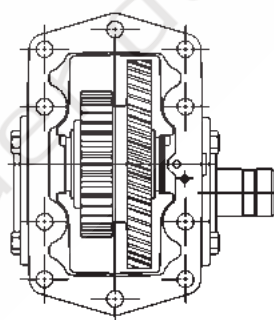


P.T.O. Series	Housing Number	CA	CB	CC	CH	CK	CL
267	1-P-584	0.816	4.294	0.933	7.104	4.437	2.571

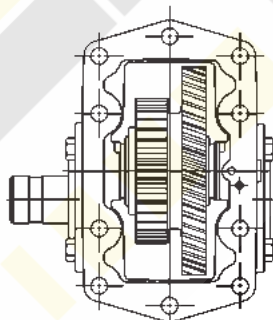
Assembly Arrangements



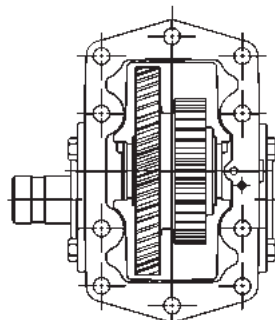
Assembly Arrangement 3



Assembly Arrangement 4*



Assembly Arrangement 5**

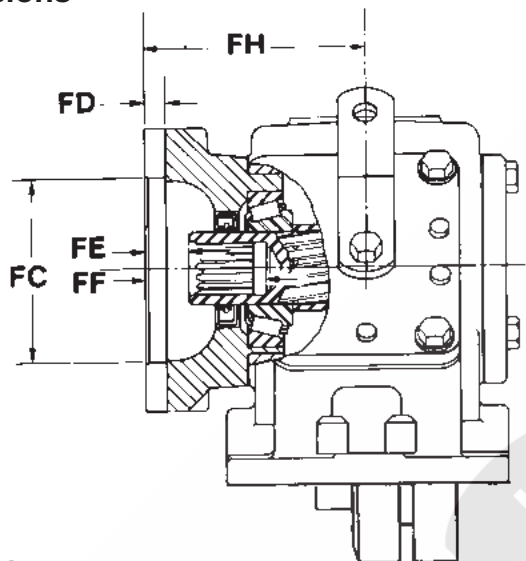


Assembly Arrangement 6*

* The 267 Series is shown for assemblies 4 & 6, however, assemblies 4 & 6 will not mount up to the Allison World Class Transmission due to the output shaft/bell housing interference.

** 1). Gear forward, output shaft rear and bulge down - left side.
 2). Gear forward, output shaft rear and bulge up - right side.

Pump Flange & Shaft Dimensions



Pump Flange & Shaft Dimensions

Pump Flange Suffix	Bolt Circle Dia.	BOLT HOLES		FC	FD	FE	FF	FH	OUTPUT SHAFT	
		Tapped Hole	No. Equally Spaced						Face to Center of P.T.O.	Hole Dia.
AA	2.834	M10-1.5	6	2.05	N/A	N/A	N/A	3.447	.982/.816 - 6 Spline	—
AF, GF	5.750	.500"-13	2	4.003	0.406	0.516	1.984	4.322	1"-15 Spline	—
	5.000	.500"-13	4	4.003	0.406	0.516	1.984	4.322	—	—
AK	5.750	.500"-13	2	4.003	0.406	0.562	2.062	3.688	7/8" - 13 Spline	—
AZ, GZ	5.000	.500"-13	4	4.003	0.406	0.695	2.392	4.985	1 1/4" - 14 Spline	—
FF	5.750	.500"-13	2	4.003	0.406	0.516	1.984	4.322	7/8" Round	1/4"
	5.000	.500"-13	4	4.003	0.406	0.516	1.984	4.322	—	—
*PA	5.750	.563	2	4.003	0.406	0.558	2.058	4.588	7/8"-13 Spline	—
*PF	5.750	.563	2	4.003	0.406	0.501	1.969	4.569	1"-15 Spline	—
*RA, GA	5.750	.500"-13	2tt	4.003	0.406	0.558	2.058	4.588	7/8"-13 Spline	—
*RB, GB	3.532 x 3.150	.500"-13	4	4.003	0.406	0.558	2.058	4.588	7/8"-13 Spline	—
*RC	4.188	.375"-16	2tt	3.253	0.270	0.525	1.462	3.694	5/8"-9 Spline	—
*RD	4.188	.375"-16	2tt	3.253	0.270	0.525	1.462	3.694	7/8"-13 Spline	—
*RE, GJ	3.532 x 3.532	.500"-13	4	4.003	0.406	0.501	1.969	4.569	1.0"-15 Spline	—
*RF, GH	5.750	.500"-13	2tt	4.003	0.406	0.501	1.969	4.569	1"-15 Spline	—
*RY	3.150 x 3.150	M12-1.75	4	3.152	0.394	0.618	2.274	4.790	DIN 5462	—
XE	5.000	.500"-13	4	3.253	0.344	0.562	1.500	3.688	5/8"-9 Spline	—
XG	4.188	.375"-16	4	3.253	0.562	0.593	2.218	4.562	3/4" Round	3/16"
XJ	4.188	.375"-16	4	3.253	0.562	1.406	2.906	4.562	3/4" Round	3/16"
XK, GK	5.750	.531"ttt	2	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	—
	5.000	.531"ttt	4	4.003	0.406	0.562	2.062	3.688	—	—
XL	4.188	.375"-16	4	3.253	0.562	0.562	2.062	4.562	7/8"-13 Spline	—
XO	5.000	.500"-13	4	3.253	0.344	0.562	2.062	3.688	3/4" Round	3/16"
	4.188	.375"-16	2	3.253	0.344	0.562	2.062	3.688	—	—
XP, GP	5.000	.500"-13	4	3.253	0.344	0.562	2.062	3.688	7/8"-13 Spline	—
	4.188	.375"-16	2	3.253	0.344	0.562	2.062	3.688	—	—
XY, GY	3.150 x 3.150	M12-1.75	4	3.152	0.393	0.594	2.508	4.697	DIN 5462	—
XQ, GQ	5.750	.500"-13	2	4.003	0.406	0.562	2.062	3.688	7/8"-13 Spline	—
	5.000	.500"-13	4	4.003	0.406	0.562	2.062	3.688	—	—
XR, GR	2.626 x 2.626	.312"-24(Studs)	4	2.752	0.281	N/A	N/A	2.809	7/8"-13 Spline	—

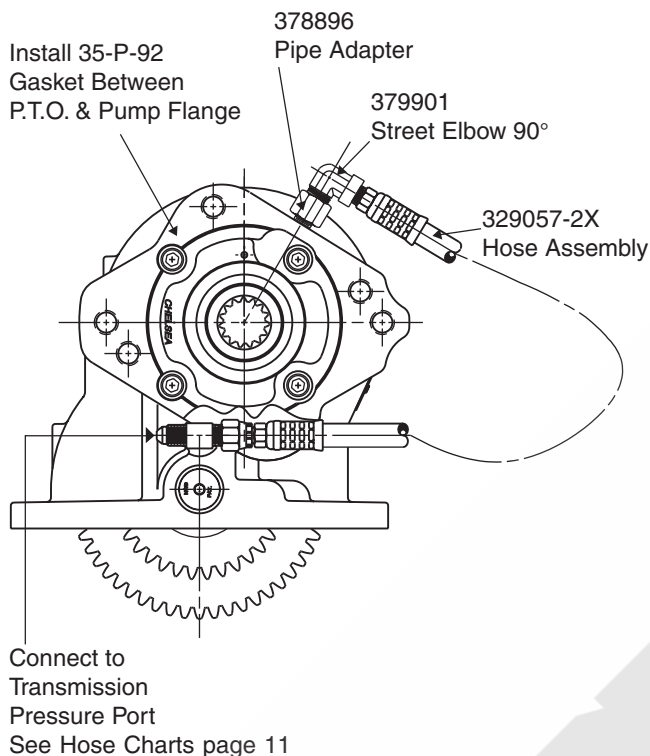
* Rotatable Flange Rotates in 30° Increments

tt Two Set of Holes Spaced 14° Apart

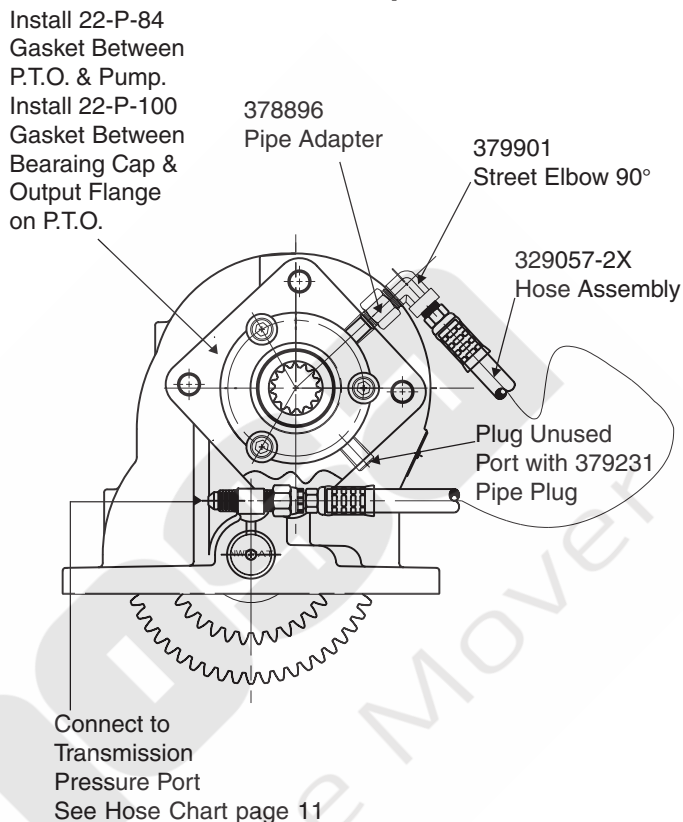
ttt Not Tapped

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

“AF” Wet Spline

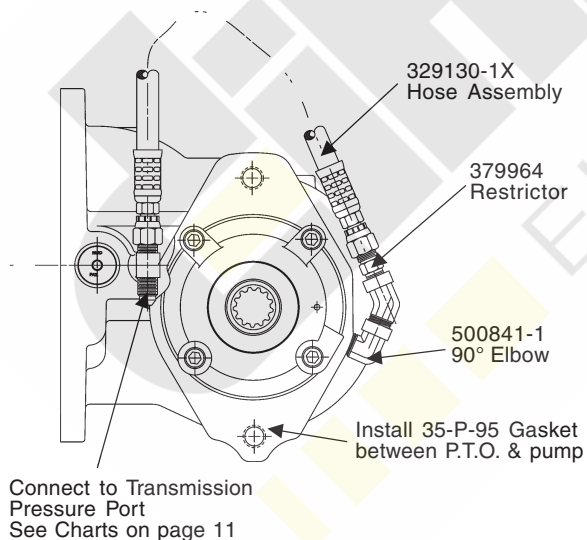


“RY” Wet Spline



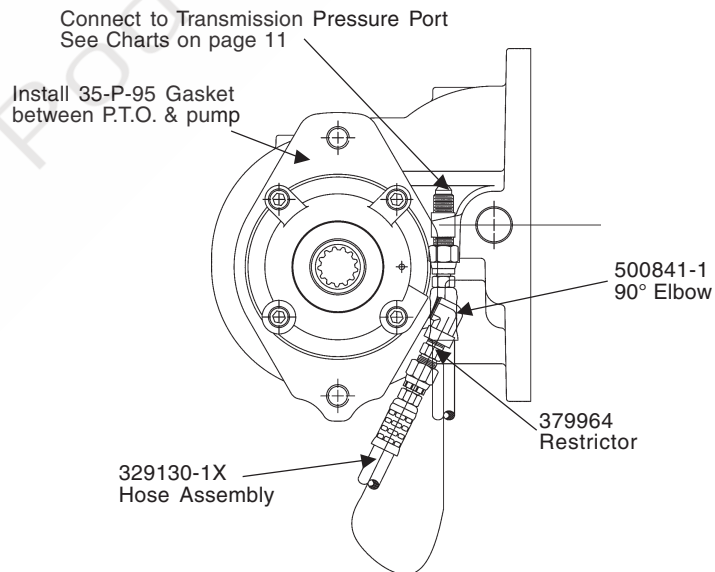
Installation “AK” Wet Spline 267 Series (SK-378 Rev A)

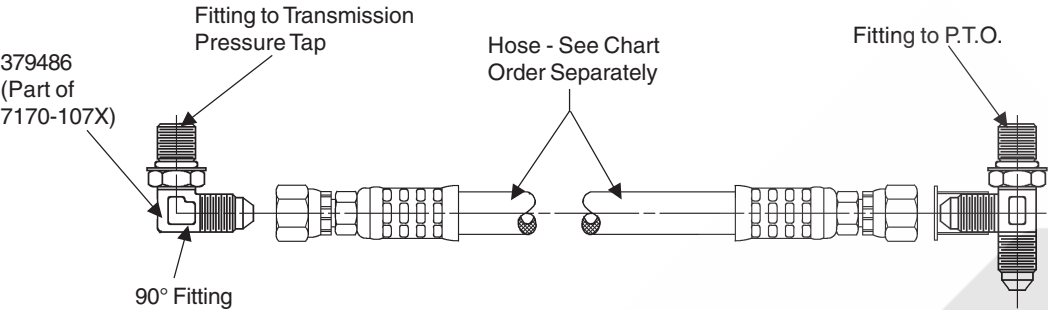
3 Ass’y View



Kit #329406X for Wet Spline
 Installation Components

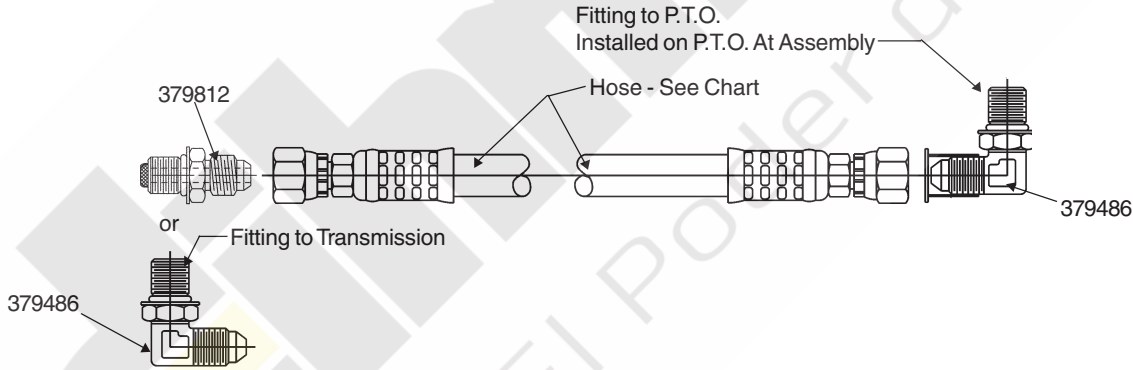
5 Ass’y View





Hose Chart Allison

Pressure Hose Chart (Transmission to P.T.O.)		
Trans	Location	Hose
MD	Left	329130-5X
MD	Right	329130-4X
HD	Left	329130-5X
HD	Top Right	329130-8X



Hose Chart Caterpillar

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

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

NOTES:

- 1. P.T.O. Fitting 379486 and Transmission Fitting 379812 included with the P.T.O. Unit. If Using 379486 in Transmission it Must be Purchased Separately
- 2. Hoses to be Purchased Separately

Offer of Sale

The items described in this document and other documents or descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors are hereby offered for sale at prices to be established by Parker Hannifin Corporation, its subsidiaries and its authorized distributors. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any such items, when communicated to Parker Hannifin Corporation, its subsidiary or an authorized distributor ("Seller") verbally or in writing, shall constitute acceptance of this offer.

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: 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:

(A) All Power Take-Off units one (1) year from date of installation.
(B) Except 267, 277, 278, 242, 244, 246, 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 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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El Poder de Mover



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