

## Offer of Sale

The items described in this document 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 item described in this document, 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. 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 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 rate of 1-1/2% for each month or a portion thereof that 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 delays in delivery.

**4. Warranty:** Seller warrants that the items sold hereunder shall be free from defects in materials or workmanship for a period of 365 days from the date of shipment to Buyer, or 2,000 hours of use, whichever expires first. **THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATIONS 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 item 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 of 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 therefor 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 therefor. 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 therefor 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 an 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.

# Parker's Motion & Control Product Groups

**At Parker, we're guided by a relentless drive to help our customers become more productive and achieve higher levels of profitability by engineering the best systems for their requirements. It means looking at customer applications from many angles to find new ways to create value. Whatever the motion and control technology need, Parker has the experience, breadth of product and global reach to consistently deliver. No company knows more about motion and control technology than Parker. For further info call 00800 27 27 5374**



## Aerospace

### Key Markets

Aftermarket services  
Commercial transports  
Engines  
General & business aviation  
Helicopters  
Launch vehicles  
Military aircraft  
Missiles  
Power generation  
Regional transports  
Unmanned aerial vehicles

### Key Products

Control systems & actuation products  
Engine systems & components  
Fluid conveyance systems & components  
Fluid metering, delivery & atomization devices  
Fuel systems & components  
Fuel tank inerting systems  
Hydraulic systems & components  
Thermal management  
Wheels & brakes



## Automation

### Key Markets

Alternative energy  
Conveyor & material handling  
Factory automation  
Food & beverage  
Life sciences & medical  
Machine tools  
Packaging machinery  
Paper machinery  
Plastics machinery  
Primary metals  
Safety & security  
Semiconductor & electronics  
Transportation & automotive

### Key Products

AC/DC drives & systems  
Air preparation  
Electric actuators, gantry robots & slides  
Human machine interfaces  
Inverters  
Manifolds  
Miniature fluidics  
Pneumatic actuators & grippers  
Pneumatic valves & controls  
Rotary actuators  
Stepper motors, servo motors, drives & controls  
Structural extrusions  
Vacuum generators, cups & sensors



## Climate & Industrial Controls

### Key Markets

Agriculture  
Air conditioning  
Construction Machinery  
Food & beverage  
Industrial machinery  
Life sciences  
Oil & gas  
Precision cooling  
Process  
Refrigeration  
Transportation

### Key Products

Accumulators  
Advanced actuators  
CO<sub>2</sub> controls  
Electronic controllers  
Filter driers  
Hand shut-off valves  
Heat exchangers  
Hose & fittings  
Pressure regulating valves  
Refrigerant distributors  
Safety relief valves  
Smart pumps  
Solenoid valves  
Thermostatic expansion valves



## Filtration

### Key Markets

Aerospace  
Food & beverage  
Industrial plant & equipment  
Life sciences  
Marine  
Mobile equipment  
Oil & gas  
Power generation & renewable energy  
Process  
Transportation  
Water Purification

### Key Products

Analytical gas generators  
Compressed air filters & dryers  
Engine air, coolant, fuel & oil filtration systems  
Fluid condition monitoring systems  
Hydraulic & lubrication filters  
Hydrogen, nitrogen & zero air generators  
Instrumentation filters  
Membrane & fiber filters  
Microfiltration  
Sterile air filtration  
Water desalination & purification filters & systems



## Fluid Connectors

### Key Markets

Aerial lift  
Agriculture  
Bulk chemical handling  
Construction machinery  
Food & beverage  
Fuel & gas delivery  
Industrial machinery  
Life sciences  
Marine  
Mining  
Mobile  
Oil & gas  
Renewable energy  
Transportation

### Key Products

Check valves  
Connectors for low pressure fluid conveyance  
Deep sea umbilicals  
Diagnostic equipment  
Hose couplings  
Industrial hose  
Mooring systems & power cables  
PTFE hose & tubing  
Quick couplings  
Rubber & thermoplastic hose  
Tube fittings & adapters  
Tubing & plastic fittings



## Hydraulics

### Key Markets

Agriculture  
Alternative energy  
Construction machinery  
Forestry  
Industrial machinery  
Machine tools  
Marine  
Material handling  
Mining  
Oil & gas  
Power generation  
Refuse vehicles  
Renewable energy  
Truck hydraulics  
Turf equipment

### Key Products

Accumulators  
Cartridge valves  
Electrohydraulic actuators  
Human machine interfaces  
Hybrid drives  
Hydraulic cylinders  
Hydraulic motors & pumps  
Hydraulic systems  
Hydraulic valves & controls  
Hydrostatic steering  
Integrated hydraulic circuits  
Power take-offs  
Power units  
Rotary actuators  
Sensors



## Instrumentation

### Key Markets

Alternative fuels  
Biopharmaceuticals  
Chemical & refining  
Food & beverage  
Marine & shipbuilding  
Medical & dental  
Microelectronics  
Nuclear Power  
Offshore oil exploration  
Oil & gas  
Pharmaceuticals  
Power generation  
Pulp & paper  
Steel  
Water/wastewater

### Key Products

Analytical Instruments  
Analytical sample conditioning products & systems  
Chemical injection fittings & valves  
Fluoropolymer chemical delivery fittings, valves & pumps  
High purity gas delivery fittings, valves, regulators & digital flow controllers  
Industrial mass flow meters/ controllers  
Process control double block & bleeds  
Process control fittings, valves, regulators & manifold valves  
Permanent no-weld tube fittings  
Precision industrial regulators & flow controllers



## Seal

### Key Markets

Aerospace  
Chemical processing  
Consumer  
Fluid power  
General industrial  
Information technology  
Life sciences  
Microelectronics  
Military  
Oil & gas  
Power generation  
Renewable energy  
Telecommunications  
Transportation

### Key Products

Dynamic seals  
Elastomeric o-rings  
Electro-medical instrument design & assembly  
EMI shielding  
Extruded & precision-cut, fabricated elastomeric seals  
High temperature metal seals  
Homogeneous & inserted elastomeric shapes  
Medical device fabrication & assembly  
Metal & plastic retained composite seals  
Shielded optical windows  
Silicone tubing & extrusions  
Thermal management  
Vibration dampening



ENGINEERING YOUR SUCCESS.