

Offer of Sale

The items described in this document and other documents and descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. 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 its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods, services or work described will be referred to as "Products".

1. **Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is subject to these Terms and Conditions or any newer version of the terms and conditions found on-line at www.parker.com/saleterms/. Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.
2. **Price Adjustments; Payments.** Prices stated on Seller's quote or other documentation offered by Seller are valid for 30 days, and do not include any sales, use, or other taxes unless specifically stated. Unless otherwise specified by Seller, all prices are F.C.A. Seller's facility (INCOTERMS 2010). Payment is subject to credit approval and is due 30 days from the date of invoice or such other term as required by Seller's Credit Department, after which Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.
3. **Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon placement of the products with the shipment carrier at Seller's facility. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferral of shipment at Buyers' request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.
4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of eighteen months from the date of shipment from the Company. 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 DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery. Buyer shall notify Seller of any alleged breach of warranty within 30 days after the date the defect is or should have been discovered by Buyer. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for an amount due on any invoice) must be commenced within 12 months from the date of the breach without regard to the date breach is discovered.
6. **LIMITATION OF LIABILITY.** UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.**
7. **User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product 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 and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.
8. **Loss to 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, will be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer ordering the items 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. **Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. 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 Products, 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.
10. **Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.
11. **Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including

- attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.
12. **Cancellations and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller may change product features, specifications, designs and availability with notice to Buyer.
13. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.
14. **Force Majeure.** Seller does not assume the risk 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, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control.
15. **Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
16. **Termination.** Seller may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days written notice of termination. Seller may immediately terminate this agreement, in writing, if Buyer: (a) commits a breach of any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or by a third party (d) makes an assignment for the benefit of creditors, or (e) dissolves or liquidates all or a majority of its assets.
17. **Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to this agreement.
18. **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 Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("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 a Product sold pursuant to this Agreement 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 a Product 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 the Product, replace or modify the Product so as to make it noninfringing, or offer to accept return of the Product 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 Products 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 Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.
19. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.
20. **Compliance with Law, U. K. Bribery Act and U.S. Foreign Corrupt Practices Act.** Buyer agrees to comply with all applicable laws and regulations, including both those of the United Kingdom and the United States of America, and of the country or countries of the Territory in which Buyer may operate, including without limitation the U. K. Bribery Act, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.S. Anti-Kickback Act (the "Anti-Kickback Act"), and agrees to indemnify and hold harmless Seller from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that they are familiar with the provisions of the U. K. Bribery Act, the FCPA and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof. In particular, Buyer represents and agrees that Buyer shall not make any payment or give anything of value, directly or indirectly to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person, for the purpose of influencing such person to purchase products or otherwise benefit the business of Seller.

02/12



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 1 800 C-Parker (1 800 272 7537)



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

Renewable 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
Power Generation
Process
Refrigeration
Transportation

Key Products

Accumulators
Advanced actuators
CO₂ 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
Thermal management systems
Thermostatic expansion valves



Filtration

Key Markets

Aerospace
Food & beverage
Industrial plant & equipment
Life sciences
Marine
Mobile equipment
Oil & gas
Power generation
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

Aerial lift
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
Permanent no-weld tube fittings
Precision industrial regulators & flow controllers
Process control double block & bleeds
Process control fittings, valves, regulators & manifold valves



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.



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