

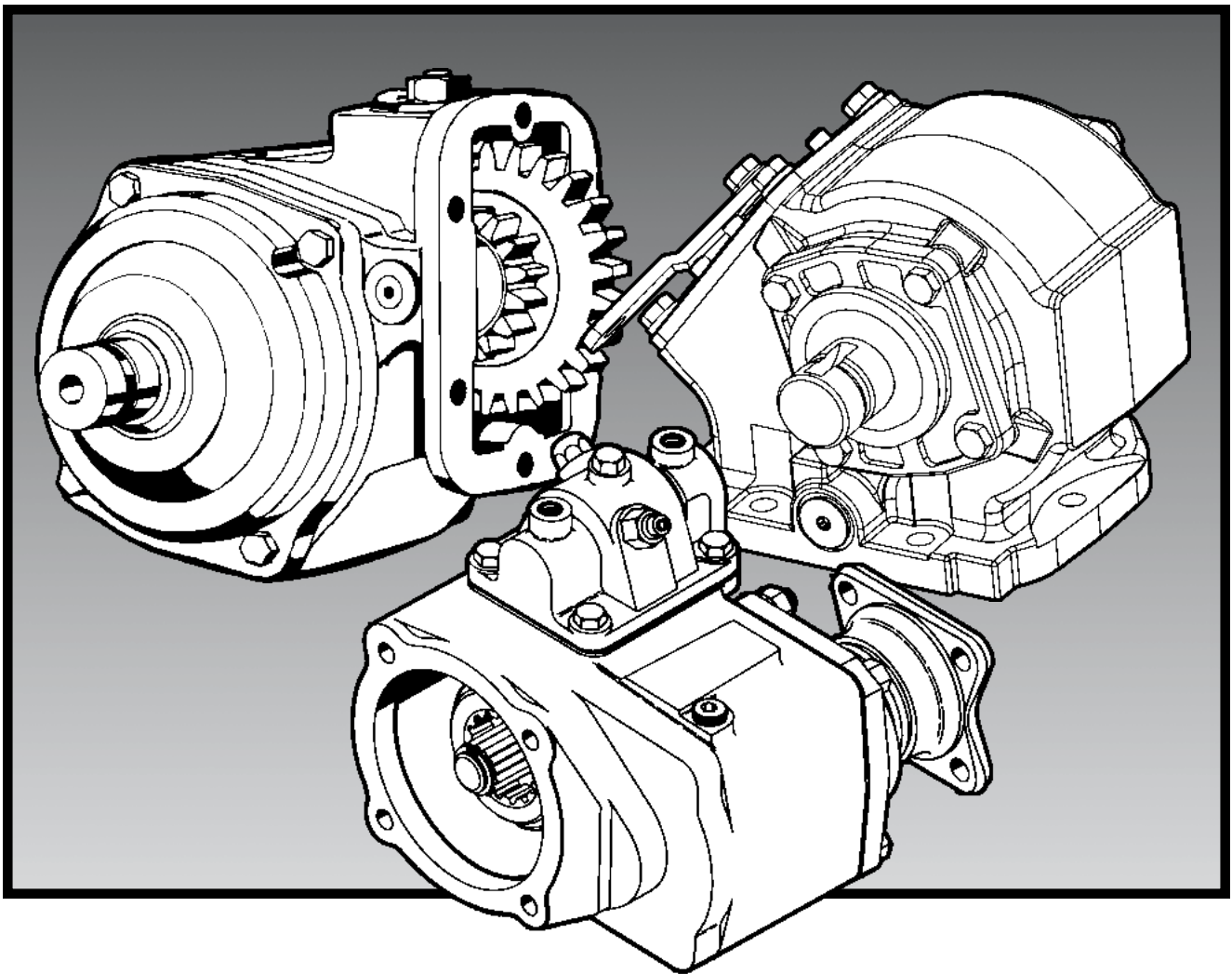
**CHELSEA<sup>®</sup>**

Bulletin HY25-2885-M1/US

## Parts List 885 Series

Effective: October 15, 2001  
Supersedes: P410-885 Dated September 2000

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**Parker**

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 **WARNING**

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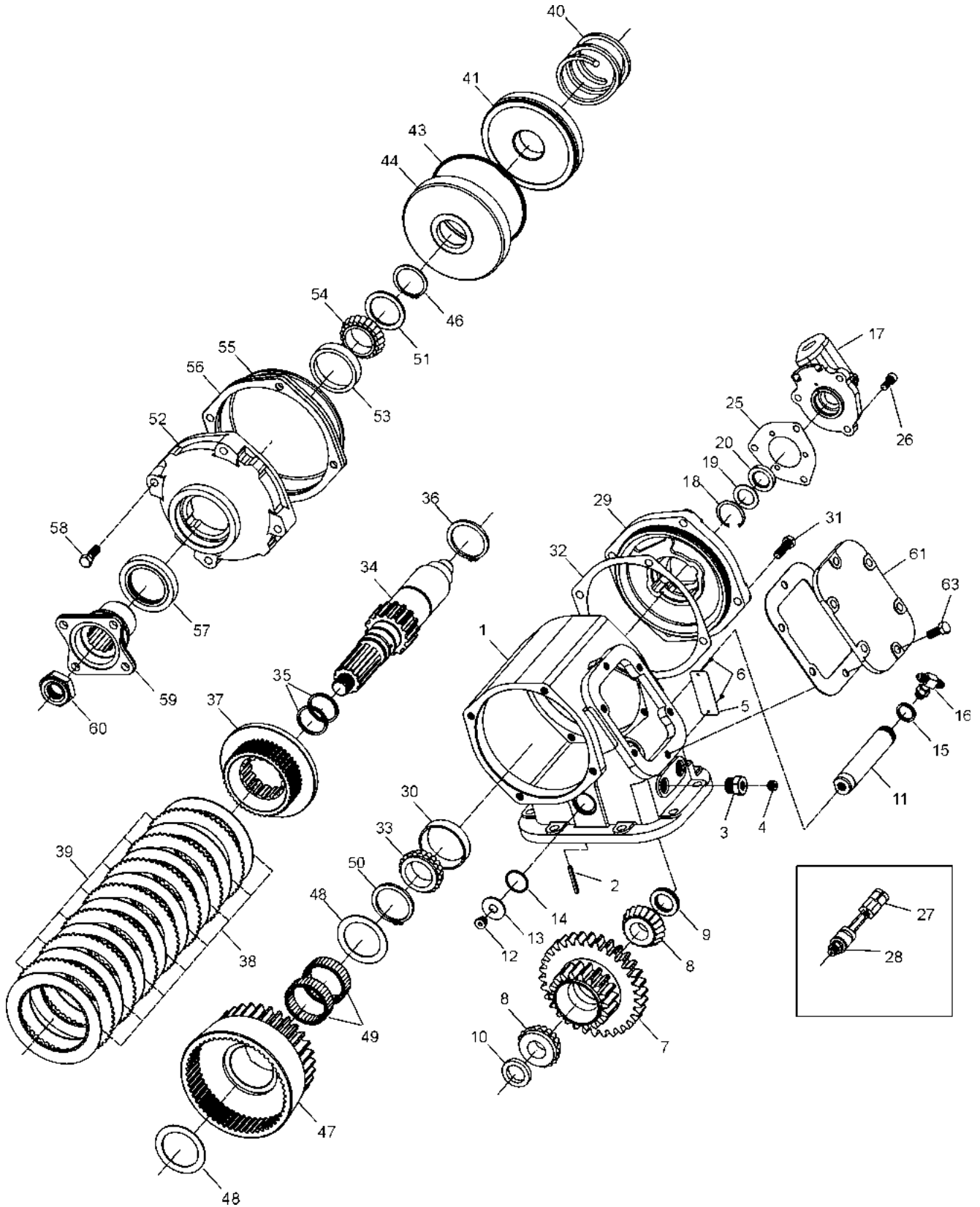
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**Contents**

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Exploded View .....	1
Bill of Materials .....	2-3
Lubrication Options .....	4
Pressure Lube Output Options .....	4
Non-Pressure Lube Output Options .....	4
Model Number Designation .....	5
Assembly Arrangements .....	5
Gear Chart .....	5
Dimensions .....	6
Installation .....	7-8
Shift Installation Kit without Electronic Overspeed Control .....	7
Shift Installation Kit with Electronic Overspeed Control .....	8
Conversion Kits .....	9
Pressure Lubrication Hose Plumbing .....	10
Offer of Sale .....	12



**Bill of Materials**

Item	Part Number	Description	Quantity
1	See Below 1-P-528X	P.T.O. Housing Assembly ..... P.T.O. Housing, Standard Mount (Includes Item 2)	1
2	500597-16	Slotted Roll Pin .....	1
3	379242	O-Ring Boss Plug (1 Req'd With E.O.C.) .....	2
4	379231	Pipe Plug .125"-27 NPTF (1 Req'd With E.O.C.) .....	2
5	68-P-2	Name Plate .....	1
6	378422	Drive Screw .....	2
7	See Page 5	Input Gear .....	1
8	560978	Tapered Bearing Cone .....	2
9	See Below 14-P-66-1 14-P-66-2 14-P-66-3	Spacer .....	1
		Bearing Adjusting Spacer .055 .....	AR
		Bearing Adjusting Spacer .060 .....	AR
		Bearing Adjusting Spacer .065 .....	AR
10	14-P-68	Spacer, Input Bearing .....	1
11	See Below 9-P-79 9-P-80	Idler Shaft .....	1
		Idler Shaft ("X" Lube Option) .....	
		Idler Shaft (Self Lube Option "P") .....	
12	379484	Straight Threaded Connector .....	1
13	379505	Retainer, O-Ring .....	1
14	28-P-42	O-Ring (-023) .....	1
15	28-P-198	O-Ring (-117) .....	1
16	379556	Run Tee, O-Ring Boss .....	1
17	21-P-644X	Cap and Seal Assembly .....	1
25	22-P-92	Gasket, Valve Cap .....	1
26	378447-6	Capscrew, Hex Head .312"-18 X 1.000" .....	3
27	379243	Speed Sensor w/ E.O.C. ....	1
28	28-P-171	O-Ring w/E.O.C. ....	1
29	See Below 21-P-552 21-P-588	Bearing Cap (Rear Side) .....	1
		Bearing Cap Ass'y 4 & 6 .....	
		Bearing Cap Ass'y 3 & 5 .....	
30	560982	Tapered Bearing Cup .....	1
31	379286-18	Capscrew, Hex Head .375"-16 X 2.000" .....	4
32	22-P-98	Gasket, Bearing Cap .....	1
33	560986	Tapered Bearing Cone .....	1
	See Below 329314-1X	Drive Shaft & Clutch Ass'y (Includes Items 34-46) .....	1
34	3-P-883	Drive Shaft & Clutch Ass'y ("XV" 4 & 6) Output Shaft, Standard (1.500"-10T)	
35	28-P-194	O-RING .....	2
36	379465	Lock Ring .....	1
37	329128X	Inner Clutch Gear Assembly .....	1
38	379489	Clutch Plate (Friction) .....	8
39	379488	Clutch Plate (Steel) .....	7
40	37-P-24	Spring .....	1
41	379821	Piston, Clutch .....	1
43	28-P-260	O-RING, Piston .....	1
44	379820	Backup Cylinder .....	1
46	379532	Lock Ring .....	1
	See Page 5	XV, XS, XY & AB Options	

N.S. — Not Shown

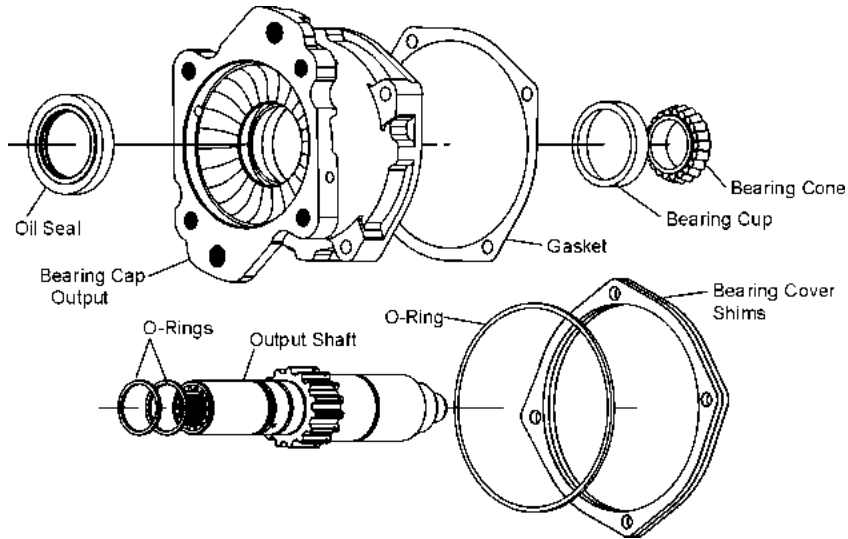
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Item	Part Number	Description	Quantity
47	<a href="#">See Page 5</a>	Output Gear .....	1
48	<b>31-P-92</b>	Thrust Washer .....	2
49	<b>560975</b>	Caged Roller Bearing .....	2
50	<b>379511</b>	Lockring .....	1
51	<b>4-P-76</b>	Spacer, Drive Shaft .....	1
52	<b>21-P-517</b> <a href="#">See Page 5</a>	Bearing Cap Ass'y 4 & 6 ("XV" Output) ..... XV, XS, XY & AB Options	1
53	<b>560982</b> <a href="#">See Page 5</a>	Tapered Bearing Cup ("XV" Output) ..... XV, XS, XY & AB Options	1
54	<b>560986</b> <a href="#">See Page 5</a>	Tapered Bearing Cone ("XV" Output) ..... XV, XS, XY & AB Options	1
55	<b>28-P-196</b>	O-Ring (-258) .....	1
56	<b>See Below</b> <b>55-P-20-1</b> <b>55-P-20-2</b> <b>55-P-20-3</b>	Shim, Bearing Cover Shim, Bearing Cover (.003 Green) ..... Shim, Bearing Cover (.010 Brown) ..... Shim, Bearing Cover (Yellow) .....	AR AR AR
57	<b>28-P-211</b> <a href="#">See Page 5</a>	Oil Seal ("XV" Output) ..... XV, XS, XY & AB Options	1
58	<b>379286-11</b>	Capscrew, Hex Head .375"-16 X 1.125" .....	4
59	<b>3-1-3431</b>	Flange, Spicer 1410 Series ("XV" Output Only) .....	1
60	<b>378382</b>	Locknut ("AB" & "XV" Output Only) .....	1
61	<b>34-P-16</b>	Cover .....	1
62	<b>35-P-59</b>	Gasket .....	1
63	<b>378431-6</b>	Capscrew, Hex Head .375"-16 X .625" .....	6
N.S.	<b>379564-2</b>	Shipping Cap (Pressure Lube Only) .....	2
N.S.	<b>379097</b>	Inspection Tag .....	1
N.S.	<b>See Below</b>	Pipe Plug / Shipping Plug .....	2
N.S.	<b>379231</b>	Pipe Plug .125"-27 NPTF (No Lube Option)	
N.S.	<b>500897-3</b>	Shipping Plug (Pressure Lube Option)	
		<b>Loose Parts</b>	
	<b>328170-192X</b>	Stud Kit .....	1
	<b>328948-17X</b>	Gasket & Installation Instructions .....	1
	<b>35-P-15-1</b>	Mounting Gasket .....	1
	<b>35-P-15-2</b>	Mounting Gasket .....	1
	<b>329228X</b>	Pressure Lube Mounting Kit .....	1
	<b>329129-1X</b>	Pressure Lube Hose (36" Long from end to end) .....	1
	<b>329130-1X</b>	Pressure Lube Hose (16.0"-15.5" Long from end to end) .....	1
	<b>329130-3X</b>	Pressure Lube Hose (20.0"-20.5" Long from end to end) .....	1
	<b>See Below</b>	Installation Kits .....	1
	<b>328388-50X</b>	Installation Kit 12 Volt (Less E.O.C.)	
	<b>328388-51X</b>	Installation Kit 24 Volt (Less E.O.C.)	
	<b>328388-52X</b>	Installation Kit 12 Volt (With E.O.C.)	
	<b>328388-53X</b>	Installation Kit 24 Volt (With E.O.C.)	
	<b>328924-12X</b>	Control Box 12 Volt (With E.O.C.) .....	1 or
	<b>328924-24X</b>	Control Box 24 Volt (With E.O.C.) .....	1

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A.R. — As Required



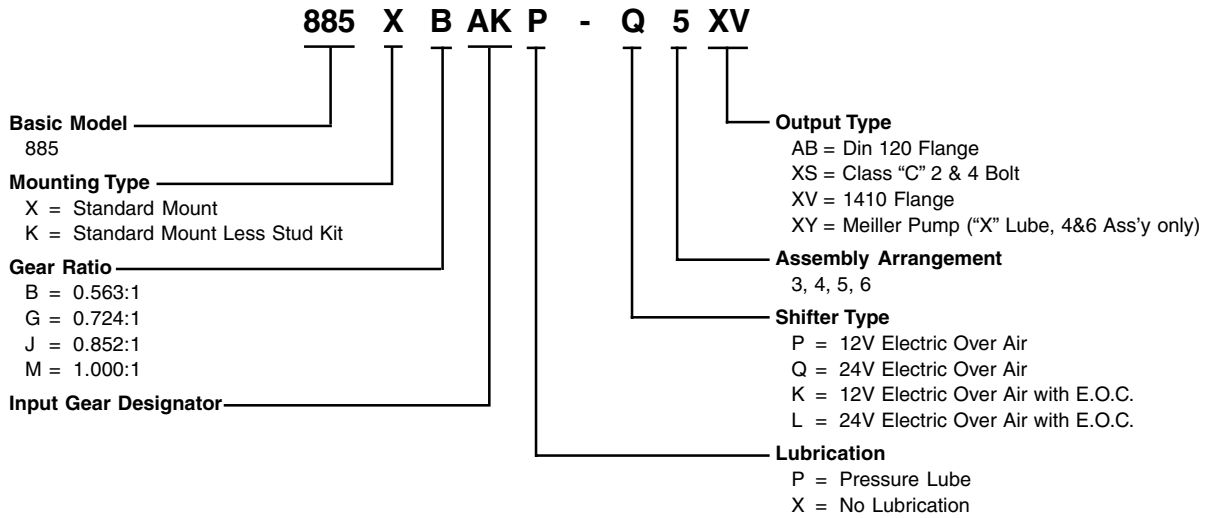
**Pressure Lube Output Options**

Output Suffix	Bearing Cap		Output Shaft	Drive Shaft & Clutch Ass'y	Oil Seal	Bearing Cup	Bearing Cone	Spacer	Idler Shaft
	Open	Closed							
885****P-*4XS	21-P-544	21-P-552	3-P-884	329314-3X	28-P-219	560977	560976	4-P-76	9-P-80
885****P-*6XS	21-P-544	21-P-552	3-P-884	329314-3X	28-P-219	560977	560976	4-P-76	9-P-80
885****P-*3XS	21-P-645	21-P-588	3-P-899	329314-4X	28-P-219	560977	560976	4-P-170	9-P-80
885****P-*5XS	21-P-645	21-P-588	3-P-898	329314-4X	28-P-219	560977	560976	4-P-170	9-P-80
885****P-*4XV	21-P-596	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*6XV	21-P-596	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*3XV	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*5XV	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*4AB	21-P-596	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*6AB	21-P-596	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*3AB	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-80
885****P-*5AB	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-80

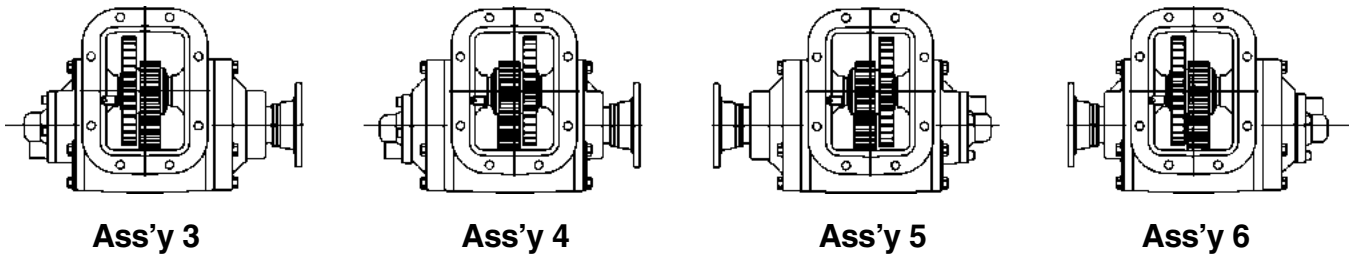
**Non-Pressure Lube Output Options**

Output Suffix	Bearing Cap		Output Shaft	Drive Shaft & Clutch Ass'y	Oil Seal	Bearing Cup	Bearing Cone	Spacer	Idler Shaft
	Open	Closed							
885****X-*4XS	21-P-515	21-P-552	3-P-884	329314-3X	28-P-219	560977	560976	4-P-76	9-P-79
885****X-*6XS	21-P-515	21-P-552	3-P-884	329314-3X	28-P-219	560977	560976	4-P-76	9-P-79
885****X-*3XS	21-P-586	21-P-588	3-P-899	329314-4X	28-P-219	560977	560976	4-P-170	9-P-79
885****X-*5XS	21-P-586	21-P-588	3-P-898	329314-4X	28-P-219	560977	560976	4-P-170	9-P-79
885****X-*4XV	21-P-517	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*6XV	21-P-517	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*3XV	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*5XV	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*4XY	21-P-541	21-P-552	3-P-884	329314-5X	28-P-212	560984	560985	4-P-76	9-P-79
885****X-*6XY	21-P-541	21-P-552	3-P-884	329314-5X	28-P-212	560984	560985	4-P-76	9-P-79
885****X-*4AB	21-P-517	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*6AB	21-P-517	21-P-552	3-P-883	329314-1X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*3AB	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-79
885****X-*5AB	21-P-584	21-P-588	3-P-897	329314-2X	28-P-211	560982	560986	4-P-76	9-P-79

**Model Number Designation**



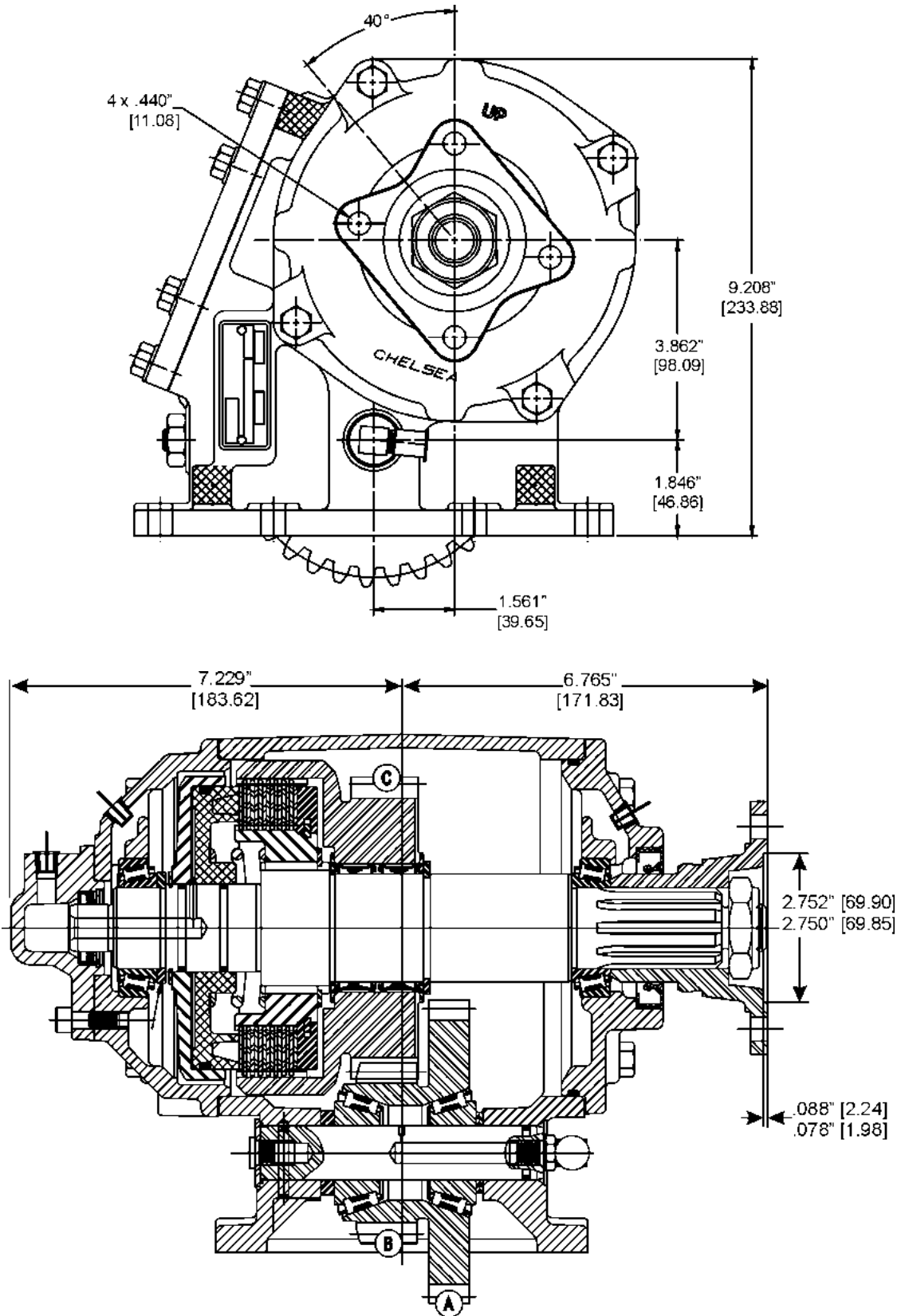
**Assembly Arrangements**



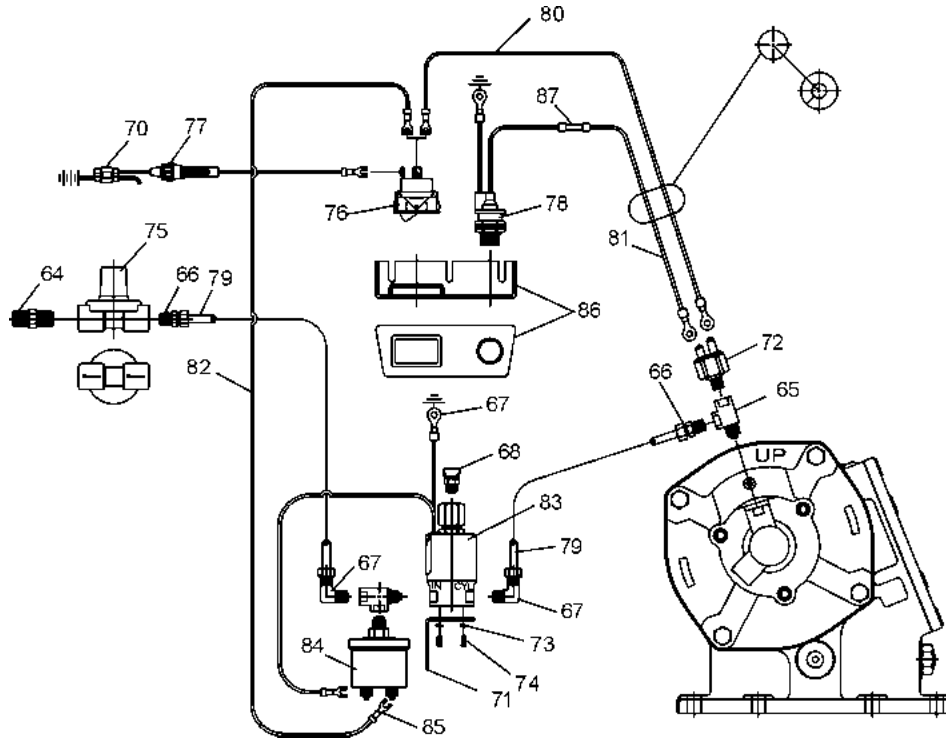
**Gear Chart**

Model Number	Input Gear Item 5			Gear Type	Output Gear Item 47	
	Input Gear Part Number	No. Teeth Lg. Cluster	No. Teeth Sm. Cluster		Output Gear Part Number	No. Teeth
885*BAH	5-P-1100	32	18	SPUR	2-P-742	32
885*GAH	5-P-1135	32	21	SPUR	2-P-743	29
885*JAH	5-P-1102	32	23	SPUR	2-P-744	27
885*MAH	5-P-1103	32	25	SPUR	2-P-762	25
885*BAK	5-P-1106	32	18	SPUR	2-P-742	32
885*GAK	5-P-1108	32	21	SPUR	2-P-743	29
885*JAK	5-P-1109	32	23	SPUR	2-P-744	27
885*MAK	5-P-1110	32	25	SPUR	2-P-762	25
885*BDA	5-P-1120	35	18	SPUR	2-P-742	32
885*GDA	5-P-1174	35	21	SPUR	2-P-743	29



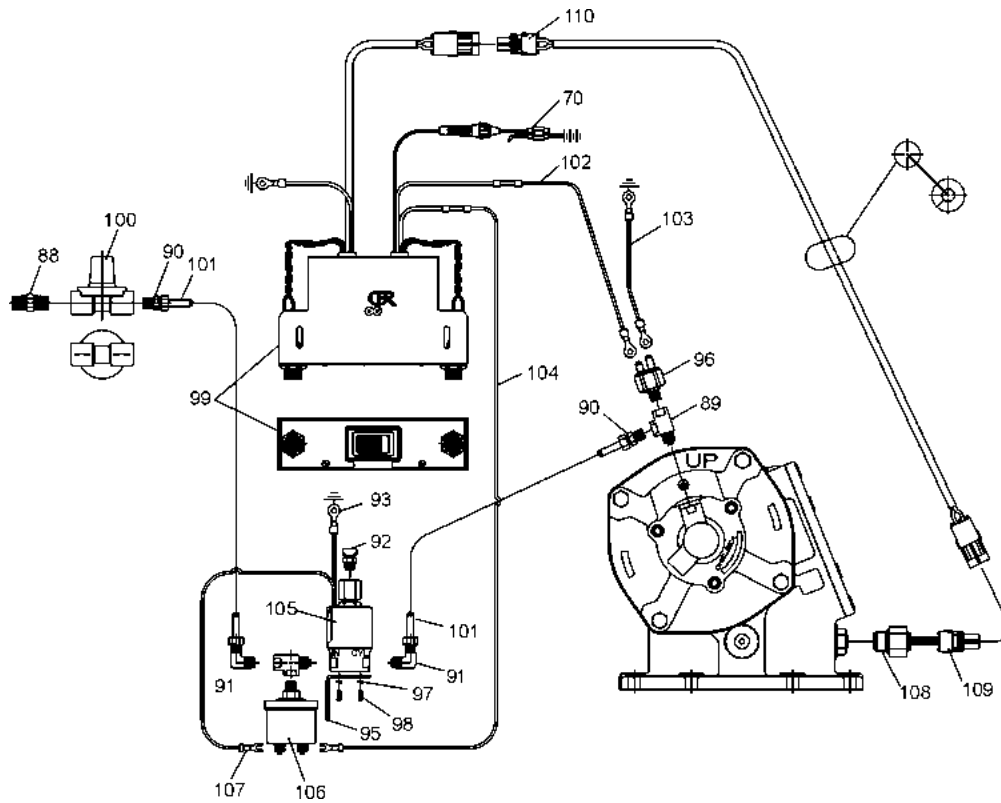


**Shift Installation Kit without Electronic Overspeed Control**

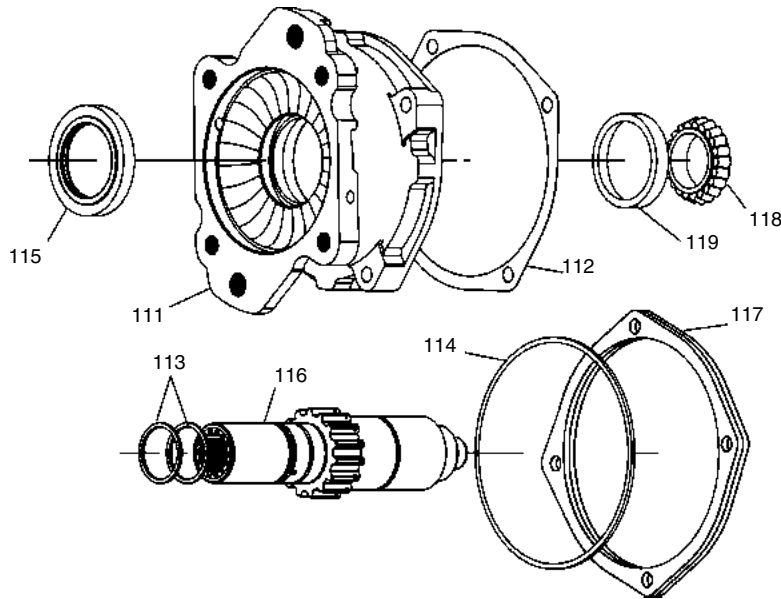


Item	Part Number	Description
	<b>328388-50X</b>	Installation Kit 12 Volt (without E.O.C.)
	<b>328388-51X</b>	Installation Kit 24 Volt (without E.O.C.)
	<b>328388-49X</b>	<b>Air Shift Installation Kit (Includes Items 64-74)</b>
64	<b>378416</b>	Hex Nipple
65	<b>378966</b>	Screen Adapter
66	<b>379042</b>	Male Connector
67	<b>379043</b>	Male Elbow 90°
68	<b>379106</b>	Breather Atmospheric 1/8"-27 NPT
69	<b>379253</b>	Ring Connector
70	<b>379257</b>	Splice Connector
71	<b>379258</b>	Mounting Bracket
72	<b>379547</b>	Pressure Switch
73	<b>500357-7</b>	Lockwasher
74	<b>500457-6</b>	Mounting Screw
75	<b>378414</b>	Valve
76	<b>378881</b>	Rocker Switch
77	<b>378884</b>	Fuse Holder
78	<b>378978</b>	Indicator Light 12 Volt
	<b>379005</b>	Indicator Light 24 Volt
79	<b>379044-7</b>	Nylon Tubing
80	<b>379254-13</b>	Wire Ring Connector
81	<b>379254-15</b>	Ring Wire & Butt Connector
82	<b>379254-8</b>	Ring Connector
83	<b>379303-1</b>	Solenoid 12 Volt
	<b>379303-2</b>	Solenoid 24 Volt
84	<b>379305</b>	Pressure Switch
85	<b>379306</b>	Fork Connector
86	<b>379336</b>	Name Plate & Bracket
87	<b>379252</b>	Butt Connector

**Shift Installation Kit with Electronic Overspeed Control**

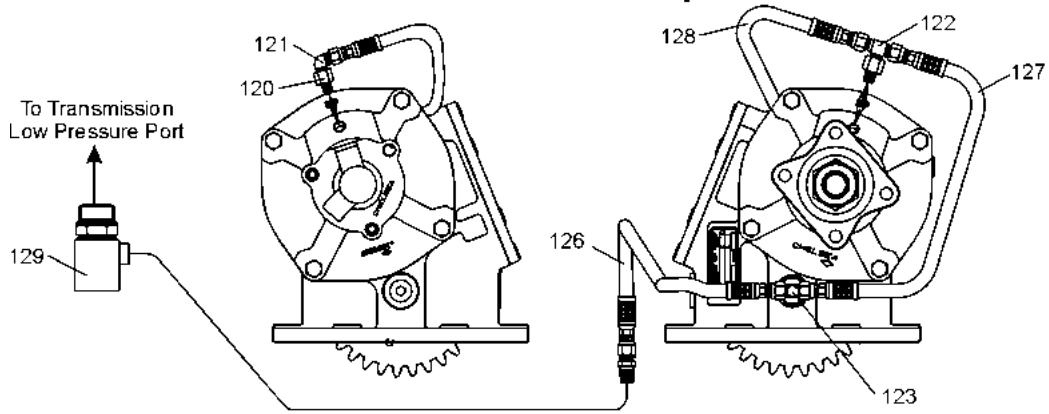


Item	Part Number	Description
	<b>328388-52X</b>	Installation Kit 12 Volt
	<b>328388-53X</b>	Installation Kit 24 Volt
	<b>328388-49X</b>	<b>Air Shift Installation Kit (Includes Items 88-98)</b>
88	<b>378416</b>	Hex Nipple
89	<b>378966</b>	Screen Adapter
90	<b>379042</b>	Male Connector
91	<b>379043</b>	Male Elbow 90°
92	<b>379106</b>	Breather Atmospheric 1/8"-27 NPT
93	<b>379253</b>	Ring Connector
94	<b>379257</b>	Splice Connector
95	<b>379258</b>	Mounting Bracket
96	<b>379547</b>	Pressure Switch
97	<b>500357-7</b>	Lockwasher
98	<b>500457-6</b>	Mounting Screw
99	<b>328924-12X</b>	12V Speed Limiter w/ E.O.C.
	<b>328924-24X</b>	24V Speed Limiter w/ E.O.C.
100	<b>378414</b>	Valve
101	<b>379044-7</b>	Nylon Tubing
102	<b>379254-13</b>	Wire Ring Connector
103	<b>379254-14</b>	Wire & 2 Ring Connector
104	<b>379254-8</b>	Ring Connector
105	<b>379303-1</b>	Solenoid 12 Volt
	<b>379303-2</b>	Solenoid 12 Volt
106	<b>379305</b>	Pressure Switch
107	<b>379306</b>	Fork Connector
108	<b>28-P-171</b>	O-Ring
109	<b>379243</b>	Speed Sensor
110	<b>328923-10X</b>	Speed Sensor Extension Cable (10ft Supplied w/E.O.C.)
	<b>328923-5X</b>	Speed Sensor Extension Cable (5ft Optional)

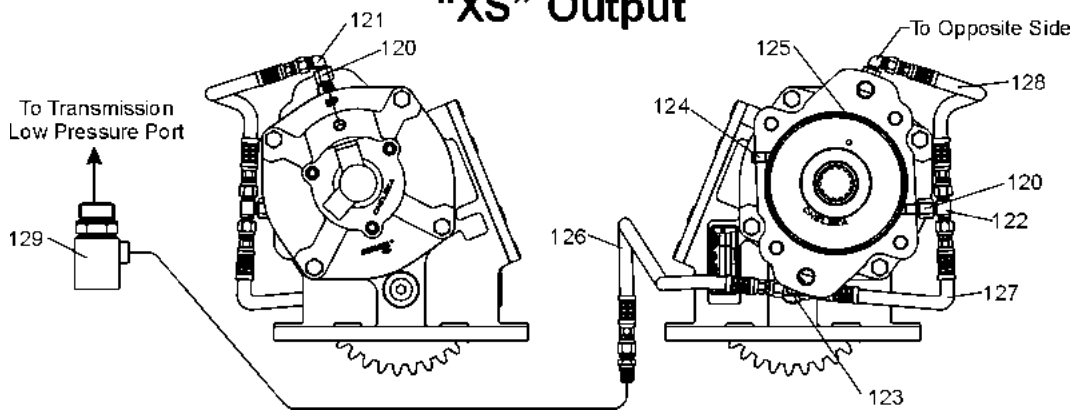


Item	Part Number	Description	Quantity
	<b>328591-37X</b>	<b>Optional Class "C" 2 &amp; 4 Bolt Pump Mounting ("XS") (includes items 111 thru 119)</b>	
111	21-P-544	Bearing Cap .....	1
112	22-P-98	Bearing Cap Gasket .....	1
113	28-P-194	O-Ring .....	2
114	28-P-196	O-Ring .....	1
115	28-P-219	Oil Seal .....	1
116	3-P-884	Output Shaft .....	1
N.S.	379231	Pipe Plug .....	1
117	55-P-20-1	Shim, Bearing Cover (.003 Green) .....	2
	55-P-20-2	Shim, Bearing Cover (.010 Brown) .....	2
	55-P-20-3	Shim, Bearing Cover (Yellow) .....	2
118	560976	Tapered Bearing Cone ("XS" Output) .....	1
119	560977	Tapered Bearing Cup ("XS" Output) .....	1
	<b>328591-38X</b>	<b>Optional Meiller Pump Mounting ("XY") (includes items 111 thru 119)</b>	
111	21-P-541	Bearing Cap .....	1
112	22-P-98	Bearing Cap Gasket .....	1
113	28-P-194	O-Ring .....	2
114	28-P-196	O-Ring .....	1
115	28-P-212	Oil Seal .....	1
116	3-P-885	Output Shaft .....	1
117	55-P-20-1	Shim, Bearing Cover (.003 Green) .....	2
	55-P-20-2	Shim, Bearing Cover (.010 Brown) .....	2
	55-P-20-3	Shim, Bearing Cover (Yellow) .....	2
118	560984	Tapered Bearing Cone ("XY" Output) .....	1
119	560985	Tapered Bearing Cup ("XY" Output) .....	1

**“XV” & “AB” Output**



**“XS” Output**



Item	Part Number	Description
	<b>329228X</b>	<b>Pressure Lube Mounting Kit</b> (Includes items 120, 121 & 122)
120	<b>379594</b>	Pipe Adapter
121	<b>379625</b>	90° Male Elbow SAE 37° (JIC)
122	<b>379627</b>	Male Pipe Branch Tee to Male SAE 37° (JIC)
123	<b>379556</b>	Straight Thread O-Ring Branch Tee to Male 37° (JIC)
124	<b>379231</b>	Pipe Plug, Hex Socket
125	<b>28-P-245</b>	O-Ring
126	<b>329129-1X</b>	Pressure Lube Hose, End to End Length 36.0"
127	<b>329130-1X</b>	Pressure Lube Hose, End to End Length 16.0"
128	<b>329130-3X</b>	Pressure Lube Hose, End to End Length 20.0"
129	<b>328897</b>	Street Tee



## 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:** 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, 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 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 there/to. 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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