

Pump & Motor Division

Vocational Truck Pump Program Catalog



ENGINEERING YOUR SUCCESS.



Useful Formulas

Pump Output Horsepower:	HP = GPM x PSI ÷ 1714
Pump Input Horsepower:	HP = GPM x PSI ÷ 1714 ÷ E
Pump Input Torque (Lbs. ft.):	T = CID x PSI ÷ 75.36
Gallons Per Minute:	GPM = CID x RPM ÷ 231
Cubic Inches Displacement:	CID = GPM x 231 ÷ RPM
Horse Power:	HP = T x RPM ÷ 5252
Flow in GPM using P.T.O.:	GPM = Engine RPM x P.T.O.% x CIR ÷ 231 x E
CCM Conversion:	CCM = CID x 16.39
CID Conversion:	CID = CCM x .06102

Abbreviations

HP = Horsepower	CCM = Cubic Centimeter Displacement	RP = Rear Ports
GPM = Gallons per Minute	BI = Bi Rotational	RV = Relief Valve
CID = Cubic Inches Displacement	CCW = Counter Clockwise	SP = Side Ports
PSI = Pounds per Square Inch	CW = Clockwise	SRP = Side and Rear Ports
RPM = Revolutions per Minute	MIX = Mixed Porting	W = Wet Spline
E = Efficiency	NPT = National Pipe Thread Ports	
T = Torque	ODT = O-Ring Boss Ports	



WARNING — User Responsibility

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS AND/OR SYSTEMS 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 and/or system options for further investigation by users having technical expertise. It is important that you analyze all aspects of your application and review the information concerning the product or system in the current product catalog. Due to the variety of operating conditions and applications for these products or systems, the user, through its own analysis and testing, is solely responsible for making the products and systems and assuring that all performance, safety and warning requirements of the application are met.

The products described herein, including without limitation, product features, specifications, designs, availability and pricing, are subject to change by Parker Hannifin Corporation and its subsidiaries at any time without notice.

Offer of Sale

The items described in this document are hereby offered for sale by Parker Hannifin Corporation, its subsidiaries or its authorized distributors. This offer and its acceptance are governed by the provisions stated in the "Offer of Sale".

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Parker Hannifin Corporation is the world's leading diversified manufacturer of motion and control technologies and systems for a wide variety of commercial mobile, industrial and aerospace markets. Among their divisions, the Pump & Motor Division engineers specialty products for unique applications in a wide range of industries including truck, refuse, material handling, construction, forestry, agriculture, and industrial. In an effort to meet distributor and customer demands for decreased lead-times, the Pump & Motor Division offers the Vocational Truck Pump Program.

Highlights from the program include...

- Products to support truck specific applications
- One price per standard pump families regardless of gear width
- Individually boxed pumps
- Freight paid subject to program qualification (PO value \$10,000 or greater)

Our ability to engineer products for unique applications has kept us at the forefront of technology, and ensured our position as industry leaders. Our success has come from providing quality products with excellent sales and service support.

We manufacture hydraulic components for a wide range of applications including:

- Aerial Lift
- Refuse
- Dump Truck
- Salt / Sand
- Low Boy Trailer
- Roll Off
- Moving Floor

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Dump Pumps

C101/102 - G101/102 - SG102

- Pressures to 2500 PSI
- Speeds to 2400 RPM

C101/G101

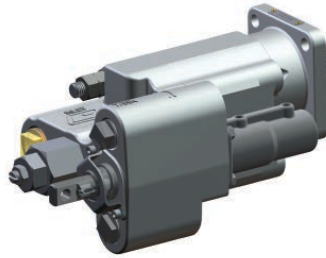
- Remote Mount
- 1" Round Keyed Shaft

C102/G102/SG102

- SAE "B" 4-Bolt
- SAE "B" 13T Spline

G102/SG102

- DIN 4-Bolt
- DIN 8T Spline
- Applications - Dump Truck / Dump Trailer



Parker #	Description	Rotation	Gear	CID
C101/102 Pumps				
3149310226	C101D-2.5 (Remote Mount)	BI	2.5"	6.38
3149325229	C102D-2.5-1 (Direct Mount)	CCW	2.5"	6.38
3149325227	C102D-2.5-1-AS (Direct Mount w/Airshift Installed)	CCW	2.5"	6.38
3149325234	C102D-2.5 (Direct Mount)	CW	2.5"	6.38
G101/102 Pumps				
3089310047	G101-1-2.0 (Remote Mount)	BI	2.0"	3.94
3089310416	G102-1-2.0-R-4S (Direct Mount)	CW	2.0"	3.94
3089310903	G102-1-2.0-R-4S-AS (Direct Mount w/Airshift Installed)	CW	2.0"	3.94
3089310418	G102-1-2.0-L-4S (Direct Mount)	CCW	2.0"	3.94
3089310905	G102-1-2.0-L-4S-AS (Direct Mount w/Air Shift Installed)	CCW	2.0"	3.94
3089310913	G102-1-2.0-R-4D-AS (Direct Mount w/Airshift Installed)	CW	2.0"	3.94
SG102 Pumps				
3189111001	SG102-1-2.5R-4S (Direct Mount)	CW	2.5"	4.93
3189112001	SG102-1-2.5L-4S (Direct Mount)	CCW	2.5"	4.93
3189111002	SG102-1-2.5R-4S-AS (Direct Mount w/Air Shift Installed)	CW	2.5"	4.93
3189112002	SG102-1-2.5L-4S-AS (Direct Mount w/Air Shift Installed)	CCW	2.5"	4.93
3189111003	SG102-1-2.5R-4D-AS (Direct Mount w/Air Shift Installed)	CW	2.5"	4.93

NOTE: All dump pumps have 3-line sleeve included
All dump pumps have relief valve set at 2000 PSI

Accessories for Reference

Parker #	Description
3149414017	ASK-17 (Air Shift Cylinder C Series less Hoses and Fittings)
3140100005	Remote Mount Bracket C101
3911832323	Direct Mount Bracket C102
3913283052	3rd Line Sleeve
3089414049	ASK-49 (Air Shift Cylinder G Series less Hoses and Fittings)

WARNING: This product can expose you to chemicals including lead or DEHP which are known to the state of California to cause cancer, birth defects, and other reproductive harm. www.p65warnings.ca.gov


P16 Pumps

- SAE "B" 2-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- Pressures to 3000 PSI
- Speeds to 3600 RPM
- Applications – Salt & Sand / Aerial Lift / Low Boy



Parker #	Model #	Rotation	Port	Inlet	Outlet	CID
0120748	P16-150A-2N1	CCW	Rear O-Ring	1-1/4"	1"	2.93
0120749	P16-150C-2N1	CW	Rear O-Ring	1-1/4"	1"	2.93
0120301	P16-85A-2N2	CCW	Rear NPT	1"	3/4"	1.66
0120605	P16-115A-2N2	CCW	Rear NPT	1"	3/4"	2.24
0120606	P16-115C-2N2	CW	Rear NPT	1"	3/4"	2.24
0120750	P16-150A-2N2	CCW	Rear NPT	1"	3/4"	2.93
0120751	P16-150C-2N2	CW	Rear NPT	1"	3/4"	2.93

Reference Soft Goods Kits 0015419

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PGP020 Pumps

- Bi-Rotational
- SAE "B" 2/4-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- SAE "BB" 1"-15T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Wrecker / Salt & Sand



Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3089110271	PGP020 2/4B NPT SRP 7/8" - 13T 10	BI	NPT	1"	1"	1"	1.97
3089110264	PGP020 2/4B NPT SRP 7/8" - 13T 15	BI	NPT	1"	1-1/4"	1-1/2"	2.96
3089110265	PGP020 2/4B NPT SRP 7/8" - 13T 17	BI	NPT	1"	1-1/4"	1-3/4"	3.45
3089110266	PGP020 2/4B NPT SRP 7/8" - 13T 20	BI	NPT	1"	1-1/4"	2"	3.94
3089110274	PGP020 2/4B ODT SRP 7/8" - 13T 10	BI	O-Ring	1"	1"	1"	1.97
3089110278	PGP020 2/4B ODT SRP 7/8" - 13T 12	BI	O-Ring	1"	1"	1-1/4"	2.46
3089110275	PGP020 2/4B ODT SRP 7/8" - 13T 15	BI	O-Ring	1"	1-1/4"	1-1/2"	2.96
3089110276	PGP020 2/4B ODT SRP 7/8" - 13T 17	BI	O-Ring	1"	1-1/4"	1-3/4"	3.45
3089110277	PGP020 2/4B ODT SRP 7/8" - 13T 20	BI	O-Ring	1"	1-1/4"	2"	3.94

Reference Soft Goods Kits 3911802584

PGP020 Pumps - Tandem Units

- Bi-Rotational
- SAE "B" 2 or 4-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Bulk Feed



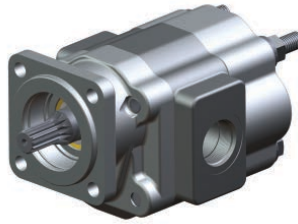
Parker #	Description	Rot.	Port	Side Inlet	Side Outlet	Gear	CID
				Front - Rear	Front - Rear		
3089123019	PGP020 4B ODT SP 7/8" - 13T 20-20	BI	O-Ring	1-1/4" - 1-1/4"	1-1/4" - 1-1/4"	2" - 2"	3.94 - 3.94

Reference Soft Goods Kits 3911802791

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PGP051 Pumps

- SAE "B" 4-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Moving Floors / Roll Off / Refuse



Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3139610442	PGP051 4B NPT RP 7/8" - 13T 25	BI	NPT	1-1/4"	Blank	2-1/2"	6.38
3139610367	PGP051 4B NPT SRP 7/8" - 13T 25	BI	NPT	1-1/4"	1-1/4"	2-1/2"	6.38
3139610526	PGP051 4B ODT SRP 7/8" - 13T 25	BI	O-Ring	1-1/4"	1-1/4"	2-1/2"	6.38

Reference Soft Goods Kit 3911802137

PGP051 Pumps/Motors

- SAE "B" 2/4-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Roll Off / Refuse / Moving Floor



Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3139610664	PGP051 2/4B NPT SRP 7/8" - 13T 17	BI	NPT	1-1/2"	1-1/4"	1-3/4"	4.46
3139610663	PGP051 2/4B NPT SRP 7/8" - 13T 20	BI	NPT	1-1/2"	1-1/4"	2"	5.10
3139610658	PGP051 2/4B NPT SRP 7/8" - 13T 25	BI	NPT	1-1/2"	1-1/2"	2-1/2"	6.38
3139610800	PGP051 2/4B NPT SRP 1" - 15T 25	BI	NPT	1-1/2"	1-1/2"	2-1/2"	6.38
3139610769	PGP051 2/4B ODT SRP 7/8" - 13T 17	BI	O-Ring	1-1/4"	1-1/4"	1-3/4"	4.46
3139610768	PGP051 2/4B ODT SRP 7/8" - 13T 20	BI	O-Ring	1-1/4"	1-1/4"	2"	5.10
3139610767	PGP051 2/4B ODT SRP 7/8" - 13T 22	BI	O-Ring	1-1/4"	1-1/4"	2-1/4"	5.74
3139610766	PGP051 2/4B ODT SRP 7/8" - 13T 25	BI	O-Ring	1-1/4"	1-1/2"	2-1/2"	6.38

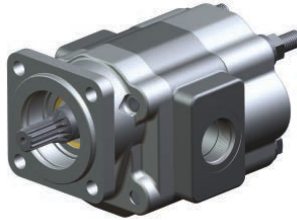
Reference Soft Goods Kit 3911842113

NOTE: All pumps have extended studs

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PGP051 Pumps/PGM051 Motors

- SAE “B” or “C” 4-Bolt Flange
- SAE “C” 1-1/4" Keyed or 14T Shaft
- Pressures to 2500 PSI
- Speeds to 2400 RPM
- Application – Oil / Gas



Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3139610816	PGP051 4C NPT SRP 1-1/4" 14T 20	BI	NPT	1-1/4"	1-1/4"	2"	5.10
3139610817	PGP051 4C NPT SRP 1-1/4" K 20	BI	NPT	1-1/4"	1-1/4"	2"	5.10

Reference Soft Goods Kit 3911801475

PGP051 Pumps with Relief Valve

- SAE “B” 2/4-Bolt Flange
- SAE “B” 7/8"-13T Shaft
- Pressures to 2500 PSI
- Speeds to 2400 RPM
- Application – Moving Floors / Roll Off / Refuse



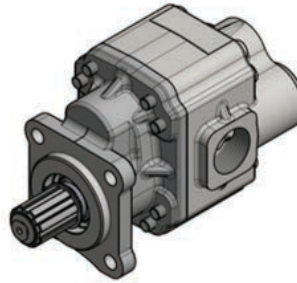
Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3139610678	PGP051 2/4B NPT SP 7/8" - 13T 17 RV	CCW	NPT	RV	1-1/4"	1-3/4"	4.46
3139610699	PGP051 2/4B NPT SP 7/8" - 13T 25 RV	CCW	NPT	RV	1-1/2"	2-1/2"	6.38

Reference Soft Goods Kit 3911842113
Relief Valve Setting 2500 PSI

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GP1 DIN Pumps

- DIN 4-Bolt Flange
- DIN 8T Shaft
- Pressures to 250 PSI
- Speeds to 1800 RPM
- Applications – Volvo/Mack



Parker #	Description	Rot.	Port	Inlet	Outlet	CC	CID
7229113005	GP1-023-4 DIN BSP SRP 8T DIN 23 BI	BI	BSP	1"	3/4"	23	1.40
7229113007	GP1-041-4 DIN BSP SRP 8T DIN 41 BI	BI	BSP	1"	3/4"	41	2.50
7049113942	GP1-060-4 DIN BSP SRP 8T DIN 60 BI	BI	BSP	1"	1-1/4"	60	3.66
7049113944	GP1-080-4 DIN BSP SRP 8T DIN 80 BI	BI	BSP	1"	1-1/4"	80	4.88

PGP350 Easy Fit

- SAE "B" 4-Bolt Flange
- SAE "B" 7/8"-13T Shaft
- Pressures to 3500 PSI
- Speeds to 2400 RPM
- Applications – Live Floors / Moving Floors / Roll Off Trailers



Parker #	Description	Rot.	Port	Inlet	Outlet	Gear	CID
3239110522	PGP350 4B ODT RP CW 7/8" - 13T 20 W	CW	O-Ring	1-1/4"	1"	2"	5.10
3239110523	PGP350 4B ODT RP CCW 7/8" - 13T 20 W	CCW	O-Ring	1-1/4"	1"	2"	5.10
3239110524	PGP350 4B ODT RP CW 7/8" - 13T 25 W	CW	O-Ring	1-1/4"	1"	2-1/2"	6.38
3239110525	PGP350 4B ODT RP CCW 7/8" - 13T 25 W	CCW	O-Ring	1-1/4"	1"	2-1/2"	6.38

Reference Soft Goods Kit 3911832806

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Offer of Sale

1. **Definitions.** As used herein, the following terms have the meanings indicated.
 - Buyer:** means any customer receiving a Quote for Products.
 - Goods:** means any tangible part, system or component to be supplied by the Seller.
 - Products:** means the Goods, Services and/or Software as described in a Quote.
 - Quote:** means the offer or proposal made by Seller to Buyer for the supply of Products.
 - Seller:** means Parker-Hannifin Corporation, including all divisions and businesses thereof.
 - Services:** means any services to be supplied by the Seller.
 - Software:** means any software related to the Goods, whether embedded or separately downloaded.
 - Terms:** means the terms and conditions of this Offer of Sale.
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4. **Shipment; Delivery; Title and Risk of Loss.** All delivery dates are approximate, and Seller is not responsible for damages resulting from any delay. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the carrier at Seller's facility. Unless otherwise agreed prior to shipment and for domestic delivery locations only, Seller will select and arrange, at Buyer's sole expense, the carrier and means of delivery. When Seller selects and arranges the carrier and means of delivery, freight and insurance costs for shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions. Buyer shall not return or repackage any Products without the prior written authorization from Seller, and any return shall be at the sole cost and expense of Buyer.
5. **Warranty.** The warranty for the Products is as follows: (i) Goods are warranted as follows: (a) Transmissions are warranted against defects in material or workmanship for the lesser of: i. eighteen (18) months from the date of delivery by Seller, or ii. 750 hours of use for model HTE transmissions, 1500 hours of use for model HTJ transmissions or 2000 hours of use for model HTG transmissions, (b) All other Goods, with the exception of service parts, are warranted against defects in material or workmanship for the lesser of eighteen (18) months from the date of delivery by Seller or 2000 hours of use, and (c) service parts that are sold for servicing of Transmissions or other Goods are warranted for ninety (90) days from delivery by Seller or Seller's authorized distributor; (ii) Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain and are warranted for a period of six (6) months from the date of completion of the Services; and (iii) Software is only warranted to perform in accordance with applicable specifications provided by Seller to Buyer for ninety (90) days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download. All prices are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **EXEMPTION CLAUSE: DISCLAIMER OF WARRANTY, CONDITIONS, REPRESENTATIONS: THIS**

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6. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to Seller within ten (10) days of delivery. Buyer shall notify Seller of any alleged breach of warranty within thirty (30) days after the date the non-conformance is or should have been discovered by Buyer and, any Goods alleged to be non-conforming must be returned to Seller upon Seller's request. Any claim or action against Seller based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.

7. **LIMITATION OF LIABILITY.** IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE THE NON-CONFORMING PRODUCT, RE-PERFORM THE SERVICES, OR REFUND THE PURCHASE PRICE PAID WITHIN A REASONABLE PERIOD OF TIME. FOR ANY PRODUCT REPAIRED OR REPLACED, THE REPAIRED OR REPLACED PRODUCT SHALL ONLY BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY AS SET FORTH IN SECTION 5 ABOVE. **IN NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ANY LOSS OF REVENUE OR PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.**


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9. **Loss to Buyer's Property.** Any tools, patterns, materials, equipment or information furnished by Buyer or which are or become Buyer's property (Buyer's Property), will be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer ordering the Products manufactured using Buyer's Property. Furthermore, Seller shall not be responsible for any loss or damage to Buyer's Property while it is in Seller's possession or control.

10. **Special Tooling.** Special Tooling includes but is not limited to tools, jigs, fixtures and associated manufacturing equipment acquired or necessary to manufacture Goods. Seller may impose a tooling charge for any Special Tooling. Such Special Tooling shall be and remain Seller's property not withstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in the Special Tooling, even if such Special Tooling has been specially converted or adapted for manufacture of Goods for Buyer and not withstanding any charges paid by Buyer. Unless otherwise agreed, Seller has the right to alter, discard or otherwise dispose of any Special Tooling or other property owned by Seller in its sole discretion at any time.

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12. **User Responsibility.** Buyer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Buyer must analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the Quote or

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Offer of Sale (Cont'd)

the Products, such as Seller's instructions, guides and specifications. If Seller provides options of or for Products based upon data or specifications provided by Buyer, Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event Buyer is not the end-user of the Products, Buyer will ensure such end-user complies with this paragraph.

13. Use of Products, Indemnity by Buyer. Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. **Unauthorized Uses.** If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, law suits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, intellectual property infringement or any other claim, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of Products; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, tools, equipment, plans, drawings, designs, specifications or other information or things furnished by Buyer; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms. Seller shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

14. Cancellations and Changes. Buyer may not cancel or modify, including but not limited to movement of delivery dates for the Products, any order 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 and any additional expense. Seller, at any time, may change features, specifications, designs and availability of Products.

15. Limitation on Assignment. Buyer may not assign its rights or obligations without the prior written consent of Seller.

16. Force Majeure. Seller is not liable for delay or failure to perform any of its obligations by reason of events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, delays or failures in delivery from carriers or suppliers, shortages of materials, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, fire or any reason whether similar to the foregoing or otherwise. Seller will resume performance as soon as practicable after the event of force majeure has been removed. All delivery dates affected by force majeure shall be tolled for the duration of such force majeure and rescheduled for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or sub-contractors.

17. Waiver and Severability. Failure to enforce any provision of these Terms will not invalidate that provision; nor will any such failure prejudice either party's right to enforce that provision in the future. Invalidation of any provision of these Terms shall not invalidate any other provision herein and, the remaining provisions will remain in full force and effect.

18. Termination. Seller may terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writing, if Buyer: (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer property, (d) files a petition for relief in bankruptcy on its own behalf, or one is filed against Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets

19. Ownership of Software. Seller retains ownership of all Software supplied to Buyer hereunder. In no event shall Buyer obtain any greater right in and to the Software than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the Software.


20. Indemnity for Infringement of Intellectual Property Rights. Seller is not liable for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights (Intellectual Property Rights) except as provided in this Section. 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 a third party claim that one or more of the Products sold hereunder infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products sold hereunder is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products so as to render them non-infringing, or offer to accept return of the Products and refund the purchase price less a reasonable allowance for depreciation. Seller has no obligation or liability for any claim of infringement: (i) arising from information provided by Buyer; or (ii) directed to any Products provided hereunder for which the designs are specified in whole or part by Buyer; or (iii) resulting from the modification, combination or use in a system of any Products provided hereunder. The foregoing provisions of this Section constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for claims of infringement of Intellectual Property Rights.

21. Governing Law. These Terms and the sale and delivery of all Products are 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 the sale and delivery of the Products.

22. Entire Agreement. These Terms, along with the terms set forth in the main body of any Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the main body of a Quote and these Terms, the terms set forth in the main body of the Quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. These Terms may not be modified unless in writing and signed by an authorized representative of Seller.

23. Compliance with Laws. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the U.S. Anti-Kickback Act (Anti-Kickback Act), U.S. and E.U. export control and sanctions laws (Export Laws), the U.S. Food Drug and Cosmetic Act (FDCA), and the rules and regulations promulgated by the U.S. Food and Drug Administration (FDA), each as currently amended. Buyer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such laws, regulations and standards by Buyer, its employees or agents. Buyer acknowledges that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, Export Laws, the FDCA and the FDA and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase Products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Products from Seller in a manner or for a purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with Export Laws.

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 **WARNING:** This product can expose you to chemicals including lead or DEHP which are known to the state of California to cause cancer, birth defects, and other reproductive harm. www.p65warnings.ca.gov

Supersedes HY13-VOCATIONAL-TRUCKS/US April 2021 BLI 1C HY13-PMDVOCT/US December 2021



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