



Gear Pump 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 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.

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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 Gear Pump 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 Gear Pump 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 \$5,000 or greater)
- Two week (or better!) lead-time

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

- Pressures to 2500 PSI
- Speeds to 2400 RPM

C101 / G101

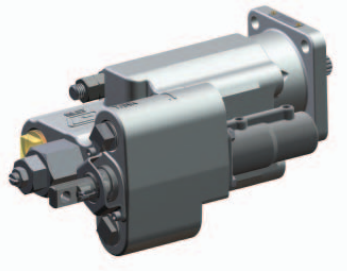
- Remote Mount
- 1" Round Keyed Shaft

C102 / G102

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

G102

- DIN 4-Bolt
- DIN 8T Spline



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

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

Accessories for Reference

Parker #	Description
3149414006	ASK-6 (Air Shift Cylinder C Series with Hoses and Fittings)
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
3089414016	ASK-16 (Air Shift Cylinder G Series with Hoses and Fittings)
3089414049	ASK-49 (Air Shift Cylinder G Series less Hoses and Fittings)
3149414055	ASK-55 (Air Shift Cylinder C Series less Hoses with Push Connect Fittings)
3089414070	ASK-70 (Air Shift Cylinder G Series less Hoses with Push Connect Fittings)



P16 Pumps

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



Parker #	Model #	Rotation	Port	Inlet	Outlet	CID
0120321	P16-85A-2N1	CCW	Rear O-Ring	1-1/4"	1"	1.66
0120446	P16-100A-2N1	CCW	Rear O-Ring	1-1/4"	1"	1.96
0120440	P16-100C-2N1	CW	Rear O-Ring	1-1/4"	1"	1.96
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
0121057	P16-200A-2N1	CCW	Rear O-Ring	1-1/4"	1"	3.90
0121056	P16-200C-2N1	CW	Rear O-Ring	1-1/4"	1"	3.90
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
0120900	P16-180A-2N2	CCW	Rear NPT	1"	3/4"	3.90

Reference Soft Goods Kits 0015419

PGP020 Pumps

- Bi-Rotational
- SAE "B" 2/4-Bolt Flange
- 7/8" SAE "B" 13T Shaft
- 1" SAE "BB" 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
3089110272	PGP020 2/4B NPT SRP 7/8" - 13T 12	BI	NPT	1"	1"	1-1/4"	2.46
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
3089110295	PGP020 2/4B NPT SRP 1" - 15T 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
3089110296	PGP020 2/4B ODT SRP 1" - 15T 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
- 7/8" SAE "B" 13T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Bulk Feed



Parker #	Description	Rot.	Port	Side Inlet Front - Rear	Side Outlet Front - Rear	Gear Front - Rear	CID Front - Rear
3089123003	PGP020 4B NPT SP 7/8" - 13T 20-20	BI	NPT	1-1/4" - 1-1/4"	1-1/4" - 1-1/4"	2" - 2"	3.94 - 3.94
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
3089126017	PGP020 2/4B ODT SP 7/8" - 13T 20-20	BI	O-Ring	1" - 1"	1" - 1"	2" - 2"	3.94 - 3.94

Reference Soft Goods Kits 3911802791

PGP051 Pumps

- PAD Mount 1-1/8" Key
- Pressures to 2500 PSI
- Up to 1900 RPM
- Applications – Roll off / Moving Floor / Low Boy

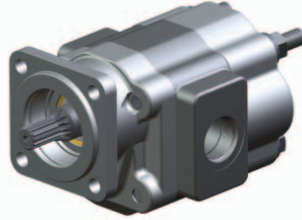


Parker #	Description	Rot.	Port	Rear	Gear	CID
3139610846	PGP051 Pad NPT/ODT RP 1-1/8" K22	CW	NPT/ODT	1-1/2" S 3/4" P	2-1/4"	5.74

Reference Soft Goods Kit 3911822183

PGP051 Pumps

- SAE "B" 4-Bolt Flange
- 7/8" SAE "B" 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
3139610450	PGP051 4B NPT SP 7/8" - 13T 25	BI	NPT	Blank	1-1/4"	2-1/2"	6.38
3139610727	PGP051 4B ODT SRP 7/8" - 13T 20	BI	O-Ring	1-1/4"	1-1/4"	2"	5.10
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
- 7/8" SAE "B" 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	1-1/4"	1-1/4"	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"	5.76
3139610766	PGP051 2/4B ODT SRP 7/8" - 13T 25	BI	O-Ring	1-1/4"	1-1/2"	2-1/2"	6.38
3139610801	PGP051 2/4B ODT SRP 1" - 15T 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



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

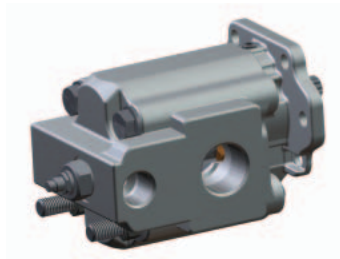


Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3139610814	PGP051 4C ODT SRP 1-1/4" 14T 20	BI	O-Ring	1-1/4"	1-1/4"	2"	5.10
3139610815	PGP051 4C ODT SRP 1-1/4" K 20	BI	O-Ring	1-1/4"	1-1/4"	2"	5.10
3139610816	PGP051 4C NPT SRP 1-1/4" 14T 20	BI	NPT	1-1/4"	1-1/4"	2"	5.10
3139610817	PGP051 4C NPT SRP 1-1/4" K 20	BI	NPT	1-1/4"	1-1/4"	2"	5.10
3139610818	PGP051 4C ODT SRP 1-1/4" 14T 25	BI	O-Ring	1-1/2"	1-1/2"	2-1/2"	6.38
3139610819	PGP051 4C ODT SRP 1-1/4" K 25	BI	O-Ring	1-1/2"	1-1/2"	2-1/2"	6.38
3139610820	PGP051 4C NPT SRP 1-1/4" 14T 25	BI	NPT	1-1/2"	1-1/2"	2-1/2"	6.38
3139610821	PGP051 4C NPT SRP 1-1/4" K 25	BI	NPT	1-1/2"	1-1/2"	2-1/2"	6.38
3139710338	PGM051 4B ODT SRP 1-1/4" K 22	BI	O-Ring	1-1/2"	1-1/2"	2-1/4"	5.74
3139710339	PGM051 4B NPT SRP 1-1/4" K 22	BI	NPT	1-1/2"	1-1/2"	2-1/4"	5.74
3139610823	PGP051 4B ODT SRP 1-1/4" K 20	BI	ODT	1-1/4"	1-1/4"	2"	5.10
3139610824	PGP051 4B 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
- 7/8" SAE "B" 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

PGP076 Pumps

- SAE "C" 4-Bolt Flange
- SAE "C" 1-1/4" Rd Key Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Refuse / Side Loader / Front Loader / Rear Loader

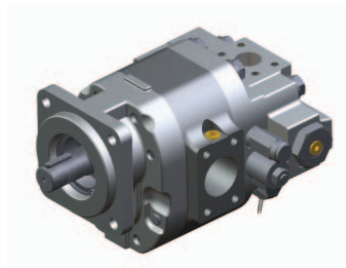


Parker #	Description	Rot.	Port	Inlet	Outlet	Gear	CID
3169610246	PGP076 4C SF SP 1-1/4" K 22	CCW	SF	2"	1-1/4"	2-1/4"	9.22

Reference Soft Goods Kit 3911842142

PGPLS076 Pump with Unloader

- SAE “C” 4-Bolt Flange
- SAE “C” 1-1/4" Rd Key Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Refuse / Side Loader / Front Loader / Rear Loader



Parker #	Description	Rot.	Port	Inlet	Outlet	Gear	CID
3169610258	PGPLS076 4C SF SP 1-1/4" K 22	CCW	SF	2"	1-1/4"	2-1/4"	9.22

Reference Soft Goods Kit 391832996

PGP315 Pump / Motors

- SAE “B” 2-Bolt Flange
- 7/8" SAE “B” 13T Shaft
- Pressures to 3500 PSI
- Speeds to 3000 RPM
- Applications – Tire Trucks / Salt & Sand

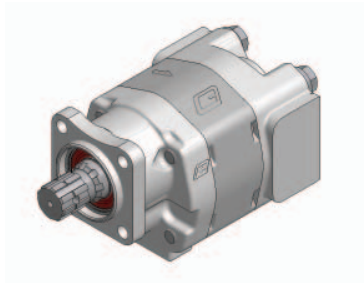


Parker #	Description	Rot.	Port	Rear	Side	Gear	CID
3269110481	PGP315 2B ODT RP 7/8" - 13T 07	BI	O-Ring	1"	Blank	3/4"	0.93
3269110482	PGP315 2B ODT RP 7/8" - 13T 10	BI	O-Ring	1"	Blank	1"	1.24

Reference Soft Goods Kit 3911801244

Easy Fit DIN Flange

- DIN Flange
- 8T Shaft
- Pressures to 3000 PSI
- Speeds to 2400 RPM
- Applications – Moving Floors / Low Boys / Live Bottoms



Parker #	Description	Rot.	Port	Inlet	Outlet	Gear	CID
3249110552	PGP330 DIN ODT RP 8T DIN 07	BI	O-Ring	1"	1"	3/4"	1.48
3249110553	PGP330 DIN ODT RP 8T DIN 12	BI	O-Ring	1"	1"	1-1/4"	2.46
3239110548	PGP350 DIN ODT RP 8T DIN 20	CCW	O-Ring	1-1/4"	1"	2"	5.10
3239110549	PGP350 DIN ODT RP 8T DIN 25	CCW	O-Ring	1-1/4"	1"	2-1/2"	6.38
3239110550	PGP350 DIN ODT RP 8T DIN 20	CW	O-Ring	1-1/4"	1"	2"	5.10
3239110551	PGP350 DIN ODT RP 8T DIN 25	CW	O-Ring	1-1/4"	1"	2-1/2"	6.38
3239110573	PGP350 DIN ODT RP 8T DIN 15	BI	O-Ring	1"	1"	1-1/2"	3.83
3239110574	PGP350 DIN ODT RP 8T DIN 20	BI	O-Ring	1"	1"	2"	5.10

Reference Soft Goods Kit 3911832830

PGP350 Easy Fit

- SAE "B" 4-Bolt Flange
- 7/8" SAE "B" 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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4. Warranty. Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of twelve months from the date of delivery to Buyer or 2,000 hours of normal use, whichever occurs first. 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) appointments 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

Supersedes HY09-VOCATIONAL-TRUCKS/US December 2016

HY09-VOCATIONAL-TRUCKS/US July 2017



Parker Hannifin Corporation
Gear Pump Division Headquarters
101 Canterbury Road
Kings Mountain, NC 28086
Phone: (704) 730-2000
Fax: (704) 730-7411
www.parker.com
www.phtruck.com

Your Local Authorized Parker Distributor