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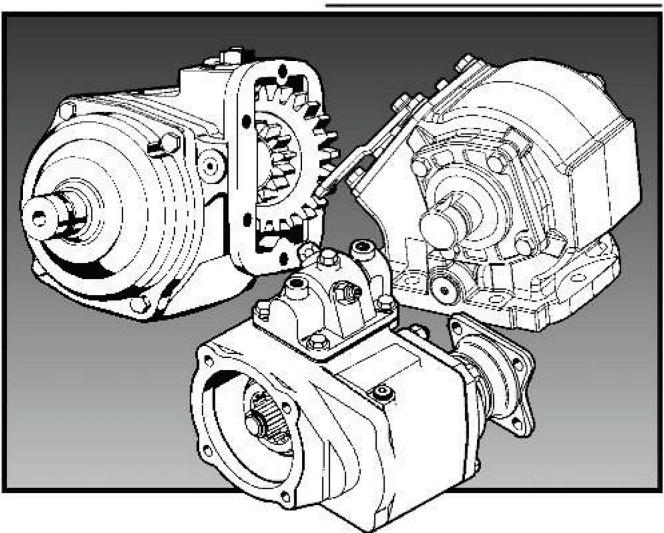
**CHELSEA**®

Replacement Parts List 352 Series Manual

Bulletin HY25 2352 M 1/US

Effective: March 15, 2002

Supersedes: P410-352 Dated June 1995





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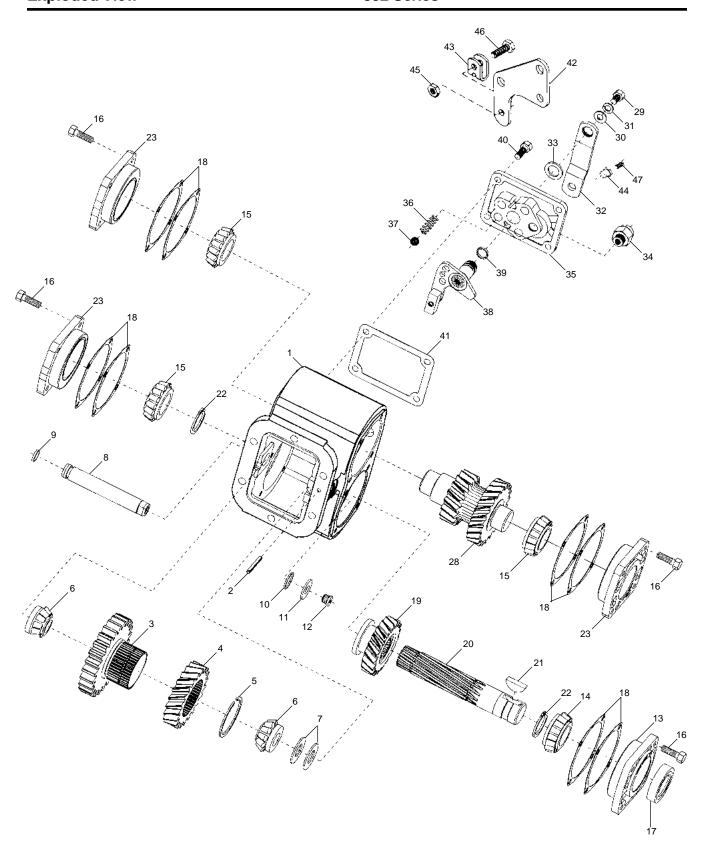
## Power Take-Off **352 Series**

#### Bulletin HY25-2352-M1/US

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### **Bill of Materials**

## Power Take-Off **352 Series**

| Item | Part Number         | Description G   | uantity |
|------|---------------------|---|---------|
| 1    | 1-P-520X            | Housing, w/Roll Pin Standard Mount (Assemblies 3 & 6)   | 1       |
| 1    | 1-P-522X            | Housing, w/Roll Pin Standard Mount (Assemblies 4 & 5)   | 1       |
| 2    | 550597-16           | Roll Pin, Standard Mount                                |         |
| 1    | 1-P-521X            | Housing, w/Roll Pin Deep Mount (Assemblies 3 & 6)       |         |
| 1    | 1-P-523X            | Housing, w/Roll Pin Deep Mount (Assemblies 4 & 5)       |         |
| 2    | 500597-14           | Roll Pin, Deep Mount                                    |         |
| 3    | See Chart Pg. 4 & 5 | Gear, Input Cluster                                     | 1       |
| 4    | 5-P-1153            | Gear, Ratio   | 1       |
| 5    | 379522              | Retaining Ring  | 1       |
| 6    | 550439              | Cone Bearing, Input Gear                                | 2       |
| 7    | 14-P-15             | Spacer, Input Gear                                      | 2       |
| 8    | 9-P-74              | Shaft, Input Idler                                      | 1       |
| 9    | 28-P-191            | O-Ring  |         |
| 10   | 28-P-190            | O-Ring  | 1       |
| 11   | 379542              | Retainer, O-Ring  | 1       |
| 12   | 379484              | Plug, O-Ring Boss                                       | 1       |
| 13   | 328273X             | Bearing Cap Assembly, Open End (Includes Bearing Cup)   | 1       |
| 14   | 550532              | Bearing Cone, Open End                                  | 1       |
| 15   | 550397              | Bearing Cone, Closed End & Reverse Idler Shaft          | 3       |
| 16   | 378430-10           | Capscrew, Hex Head (.3125"-18 x 1.00")                  | 16      |
| 17   | 28-P-216            | Oil Seal, Output Shaft                                  | 1       |
| 18   | 22-P-24-1           | Gasket, Bearing Cap (.010")                             | A.R.    |
| 18   | 22-P-24-2           | Gasket, Bearing Cap (.020")                             | A.R.    |
| 18   | 22-P-24-3           | Gasket, Bearing Cap (.015")                             | A.R.    |
| 19   | 2-P-721             | Sliding Gear, Output                                    | 1       |
| 20   | 3-P-859             | Shaft, Standard Output 1.250" Rd                        | 1       |
| 21   | 500007-29           | Woodruff Key  |         |
| 22   | 378391              | Retaining Ring, Output Shaft                            |         |
| 22   | 379522              | Retaining Ring, Output Shaft                            | 2       |
| 23   | 328274X             | Bearing Cap Assembly, Closed End (Includes Bearing Cup) |         |
| 28   | 3-P-861             | Reverse Idler Gear & Shaft                              |         |

N.S. — Not Shown

A.R. — As Required

Continued on next page



### **Bill of Materials**

## Power Take-Off **352 Series**

| tem  | Part Number           | Description  | Quantity |
|------|-----------------------|--|----------|
|      | 328830-1X             | Cable Shift Cover Assembly (Assemblies 3 & 6)              | 1        |
|      | 328830-2X             | Cable Shift Cover Assembly (Assemblies 4 & 5)              |          |
|      |                       | (Includes Items 29 through 40)                             |          |
| 29   | 500409-6              | Screw, Shifter Lever (.3125"-24 x .625")                   | 1        |
| 30   | 500365-22             | Flat Washer  |          |
| 31   | 500356-10             | Lock Washer, Shift Lever (.3125")                          |          |
| 32   | 51-P-13               | Shift Lever  |          |
| 33   | 378004                | Washer, Shift Lever  |          |
| 34   | 379652                | Indicator Switch (Normally "On")                           | 1        |
| 35   | 34-P-74               | Cover, Shifter   |          |
| 36   | 37-P-14               | Poppet Spring, Shifter                                     |          |
| 37   | 378002                | Ball, Shifter  |          |
| 38   | 328829-1X             | Plate & Post Assembly (Assemblies 3 & 6)                   | 1        |
| 38   | 328829-2X             | Plate & Post Assembly (Assemblies 4 & 5)                   | 1        |
| 39   | 28-P-191              | O-Ring, Shifter Post                                       | 1        |
| 40   | 378430-8              | Capscrew, Hex Head (.3125"-18 x .750")                     | 3        |
| 40   | 378430-9              | Capscrew, Hex Head (.3125"-18 x .875")                     | 1        |
| 41   | 35-P-8                | Gasket, Shifter Cover                                      | 1        |
|      |                       | PARTS SHIPPED LOOSE  |          |
| N.S. | 328346-10X            | Cable Control Assembly                                     | 1        |
|      |                       | (Includes 378441-10 10' Cable & 378502 Knob)               |          |
|      | 328380X               | Mounting Parts Kit (Cable Control)                         | 1        |
|      |                       | (Includes Items 42 through 47)                             |          |
| 42   | 50-P-17               | Bracket, Cable Control                                     | 1        |
| 43   | 50-P-19               | Bracket, Swivel  | 1        |
| 44   | 378019                | Pin, Pivot   | 1        |
| 45   | 378326                | Nut, Hex   | 1        |
| 46   | 500396-8              | Capscrew, Hex Head (.250"-20 x .50")                       | 1        |
| 47   | 500568-4              | Setscrew (.250"-20 x .50")                                 | 1        |
| N.S. | 7170-2X               | Stud Kit, Standard Mount                                   |          |
| N.S. | 7170-1X               | Stud Kit, Deep Mount                                       |          |
| N.S. | 328948-6X<br>7170-72X | Mounting Gaskets and Installation Instructions             | 1        |
| N.S. | 328388-40X            | Air-O-Matic Shift Installation Kit                         | 1        |
| N.S. | 328751X               | Wire or Lever Control Installation Kit                     |          |
|      |                       | SERVICE ITEMS  |          |
| N.S. | 328356-58X            | Gasket & Seal Kit  | 1        |
|      |                       | (Contains 8 ea. of 22-P-24-1, 22-P-24-2, 4 ea. of 22-P-24- | -3,      |
|      |                       | 1 ea. of 28-P-190, 28-P-191, 28-P-216, 35-P-8, 35-P-9-1    |          |
|      |                       | and 35-P-9-2)  |          |
| N.S. | 329218X               | Service Kit, Booted Connector (379640)                     | 1        |
|      | 1                     | & Butt Connector (379252)                                  |          |

N.S. — Not Shown

 ${\rm A.R.} - {\rm As} \; {\rm Required}$ 



### Input Gear Chart - 352 Series

|                    | Input                | Number |  |                   |
|--------------------|----------------------|--------|--|-------------------|
| PTO Model          | Gear                 | Teeth  | Transmission Applications                        | Helix Angle       |
| 352*SAA            | 5-P-1000             | 18     | Military 6 x 6 Transfer Case                     | Spur              |
| 352*SAB            | 5-P-1001             | 19     | Universal 5-Pitch                                | Spur              |
| 352*SAC            | 5-P-1002             | 19     | Fiat 2860  | Spur              |
| 352*SAG            | 5-P-1003             | 22     | Spicer 5000 & 6000 Series                        | Spur              |
| 352*SAH            | 5-P-1004             | 22     | Universal 6-Pitch                                | Spur              |
| 352*SAL            | 5-P-1005             | 23     | Fuller T-1056A                                   | Spur              |
| 352*SAP            | 5-P-1006             | 21     | Spicer CM-4954A & D, ES-52-5A & D                | Left Hand         |
| 352*SAQ            | 5-P-1007             | 21     | Spicer AUX 7041                                  | Left Hand         |
| 352*SAR            | 5-P-1008             | 21     | Spicer CM6000 Series                             | Left Hand         |
| 352*SAW            | 5-P-1009             | 22     | New Process 541 R.H. Side                        | Left Hand         |
| 352*SAX            | 5-P-1010             | 22     | L.H. Side Clark 398V & CL 558                    | Right Hand        |
| 352*SBA            | 5-P-1011             | 23     | L.H. Side Navistar T-32 thru 36, T-494 thru 496  | Left Hand         |
| 352*SBC            | 5-P-1012             | 18     | Clark 557  | Left Hand         |
| 352*SBE            | 5-P-1013             | 27     | Universal 7 Pitch                                | Spur              |
| 352*SBF            | 5-P-1014             | 27     | 7 Pitch 22.5° P.A.                               | Spur              |
| 352*SBG            | 5-P-1015             | 24     | Spicer 5000 Series & ES-60-5A, C & D             | Left Hand         |
| 352*SBH            | 5-P-1016             | 25     | Spicer 3000 Series L.H. Side                     | Right Hand        |
| 352*SBJ            | 5-P-1017             | 25     | Spicer 3000 Series R.H. Side                     | Left Hand         |
| 352*SBK            | 5-P-1018             | 23     | New Process 203 Transfer Case                    | Left Hand         |
| 352*SBL            | 5-P-1019             | 23     | New Process 205 Transfer Case                    | Right Hand        |
| 352*SBM            | 5-P-1020             | 22     | R.H. Side Clark 398V & CL 558                    | Left Hand         |
| 352*SBN            | 5-P-1021             | 22     | New Process 540 R.H. Side                        | Left Hand         |
| 352*SBP            | 5-P-1022             | 26     | L.H. Chev. CH-465 w/adapter 328555-1X            | Right Hand        |
| 352*SBQ            | 5-P-1023             | 25     | Chev. CH465, GMC SM465 & Spicer ES-42-5A & 5D    | Left Hand         |
| 352*SBR            | 5-P-1024             | 26     | Clark & Hino "LA", "LB", "LE"                    | Right Hand        |
| 352*SBS            | 5-P-1025             | 26     | New Process 420 & Clark 285V                     | Left Hand         |
| 352*SBW            | 5-P-1026             | 33     | Spicer 3152                                      | Right Hand        |
| 352*SBY            | 5-P-1027             | 26     | Warner T-98                                      | Right Hand        |
| 352*SBZ            | 5-P-1028             | 26     | Warner T-18, T-19, T-98A                         | Left Hand         |
| 352*SCA            | 5-P-310              | 25     | New Process 435                                  | Right Hand        |
| 352*SCB            | 5-P-1029             | 25     | New Process 435 & 4530                           | Left Hand         |
| 352*SCC            | 5-P-1030             | 26     | New Process 435DD, FD & GD                       | Left Hand         |
| 352*SCD            | 5-P-1031             | 27     | Warner T-18's & T-19's                           | Left Hand         |
| 352*SCM            | 5-P-1035             | 22     | New Process 540 L.H. Side                        | Spur              |
| 352*SCJ            | 5-P-1033             | 19     | - 1.00 1.00000 0.10 <u>- 1.111 0.100</u>         | Left Hand         |
| 352*SCF            | 5-P-1032             | 33     |  | Right Hand        |
| 352*SCS            | 5-P-674              | 27     |  | Right Hand        |
| 352*SCT            | 5-P-1073             | 27     |  | Right Hand        |
| 352*SCR            | 5-P-1036             | 17     |  | Left Hand         |
| 352*SDA            | 5-P-1037             | 23     | Mack 2080  | Spur              |
| 352*SDB            | 5-P-1038             | 39     | Fuller T-8607A & B, T-1106, T-1107A & B          | Spur              |
| 352*SDC            | 5-P-1039             | 19     | Hino "KA", "KB", MFO-6S Nissan MPS-60B & TMH-464 | Spur              |
| 352*SDD            | 5-P-1040             | 20     | Spicer 1214, 1410-2A, 3B, & 1310                 | Spur              |
| 352*SDH            | 5-P-1041             | 21     | Renault BDSL-132R, 181, 2052R                    | Left Hand         |
| 352*SDJ            | 5-P-1042             | 28     | Renault BDSL-2142                                | Left Hand         |
| 352*SDK            | 5-P-1043             | 26     | Renault BDSL-2152                                | Left Hand         |
| 352*SDM            | 5-P-1045             | 17     | Clark 450 & 455                                  | Left Hand         |
| 352*SDN            | 5-P-1046             | 19     | Clark 457 & Fuller FS-4005C                      | Left Hand         |
| 352*SDQ            | 5-P-1048             | 20     | State For a Fallot to FOOOO                      | Left Hand         |
| 352*SDL            | 5-P-1046             | 27     |  | Left Hand         |
| 352*SDP            | 5-P-1044<br>5-P-1047 | 27     |  | Left Hand         |
| 352*SDP<br>352*SDR | 5-P-1047<br>5-P-1049 | 22     |  |                   |
| 352*SDR<br>352*SDS | 5-P-1049<br>5-P-1074 | 27     | Warner T-19C (Replaces "BZ")                     | Spur<br>Left Hand |
|                    |                      |        | , , ,  |                   |
| 352*SDU            | 5-P-1050             | 28     | Fuller FS-5506, 7602A & 8206A                    | Left Hand         |
| 352*SDV            | 5-P-1051             | 20     | Spicer CM-4052D                                  | Left Hand         |
| 352*SDX            | 5-P-1052             | 26     | Spicer 4054A                                     | Left Hand         |
| 352*SDY            | 5-P-1053             | 16     | Clark CL-450                                     | Left Hand         |

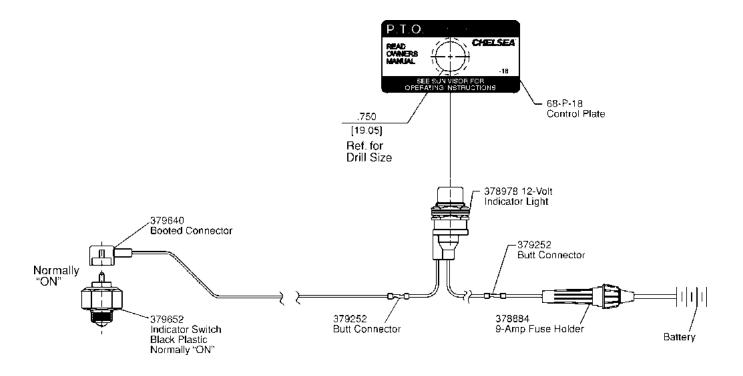
Chart continued on next page



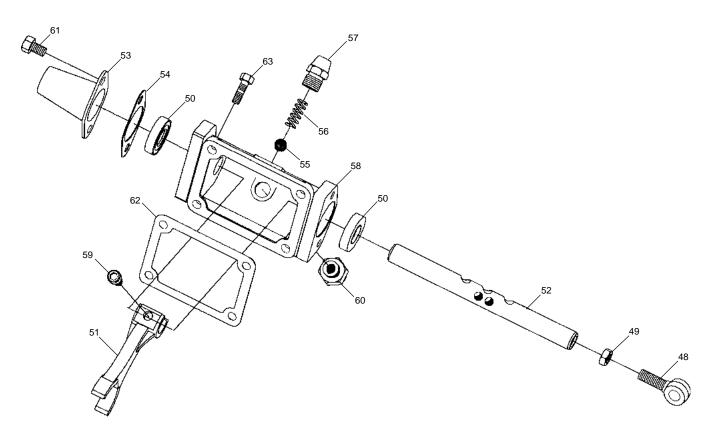
### Input Gear Chart - 352 Series

| PTO Model | Input<br>Gear | Number<br>Teeth | Transmission Applications         | Helix Angle |
|-----------|---------------|-----------------|-----------------------------------|-------------|
| 352*SEA   | 5-P-1054      |                 |                                   | Left Hand   |
| 352*SEC   | 5-P-1055      | 36              | Zed F, S5-42 Close Ratio          | Left Hand   |
| 352*SED   | 5-P-1056      | 34              | Zed F, S5-42 Wide Ratio           | Left Hand   |
| 352*SEL   | 5-P-1075      | 30              | Isuzu MSA-5D                      | Right Hand  |
| 352*SEQ   | 5-P-1058      | 30              |                                   | Left Hand   |
| 352*SEV   | 5-P-1060      | 40              | Fuller T-14607A                   | Spur        |
| 352*SEW   | 5-P-1061      | 20              | Fuller FS-3005A & B, & 4005       | Left Hand   |
| 352*SFA   | 5-P-1062      | 34              |                                   | Spur        |
| 352*SFB   | 5-P-1063      | 25              | NVG-4500 Chev/GMC                 | Left Hand   |
| 352*SFC   | 5-P-1064      | 26              | NVG-4500 Dodge                    | Left Hand   |
| 352*SFE   | 5-P-1065      | 29              | Getrag 360                        | Left Hand   |
| 352*SFF   | 5-P-1066      | 32              | Zed-F S5-42 7.55 Ratio            | Left Hand   |
| 352*SFL   | 5-P-1068      | 25              |                                   | Left Hand   |
| 352*SFM   | 5-P-1069      | 28              | Nissan TMH704 & 762 & MHS-50 & 60 | Spur        |
| 352*SFN   | 5-P-1070      | 26              | Spicer ES-52-7A, ESO-65-7A        | Left Hand   |
| 352*SFP   | 5-P-1071      | 23              | Renault G405-G406                 | Left Hand   |
| 352*SFQ   | 5-P-1072      | 21              | Mack/Renault G-406-1              | Left Hand   |
| 352*SFW   | 5-P-1098      | 28              | Fuller FSO-8206A                  | Left Hand   |
| 352*SGQ   | 5-P-1150      | 26              | Tremec 199F                       | Left Hand   |
| 352*SGS   | 5-P-1152      | 29              | Zed F S5-42 Wide Ratio            | Left Hand   |
| 352*SHY   | 5-P-1237      | 26              |                                   | Left Hand   |
| 352*SHW   | 5-P-1235      | 35              |                                   | Spur        |
| 352*SHX   | 5-P-1236      | 32              |                                   | Spur        |
| 352*SJB   | 5-P-1244      | 26              |                                   | Right Hand  |
| 352*SJP   | 5-P-1268      | 33              |                                   | Left Hand   |
| 352*SJS   | 5-P-1310      | 20              |                                   | Left Hand   |
| 352*SJU   | 5-P-1316      | 25              |                                   | Left Hand   |
| 352*SJK   | 5-P-1261      | 24              |                                   | Left Hand   |
| 352*SJW   | 5-P-1319      | 23              |                                   | Left Hand   |

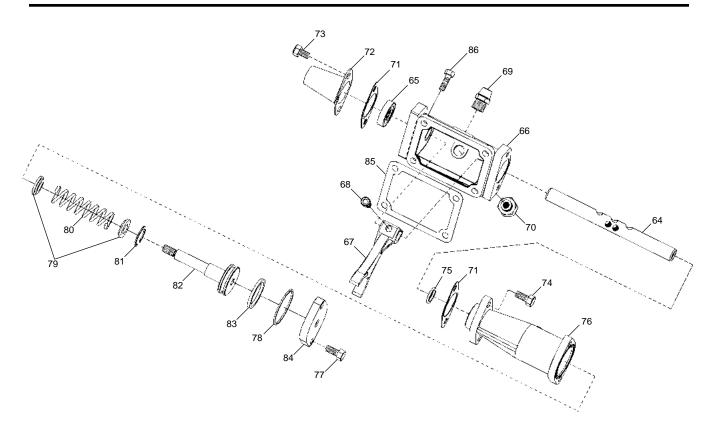
### **Indicator Light Installation Sketch**





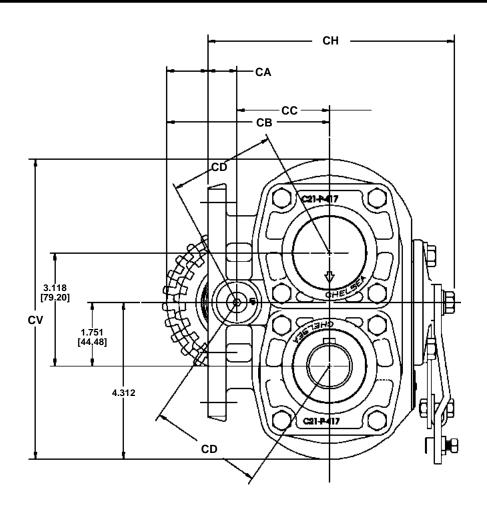


| Item | Part Number | Description   | Quantity |
|------|-------------|---|----------|
|      | 328825-1X   | Lever Control Assembly (Assemblies 3 & 6)                               | 1        |
|      | 328825-2X   | Lever Control Assembly (Assemblies 4 & 5)(Includes items 48 through 61) |          |
| 48   | 36-P-1      | Eye Bolt  | 1        |
| 49   | 500381-3    | Nut, Jam (.375"-24)   |          |
| 50   | 28-P-207    | Oil Seal  |          |
| 51   | 32-P-141    | Fork, Shifter   |          |
| 52   | 11-P-129    | Shaft, Shifter  |          |
| 53   | 65-P-23     | Cover, Shifter Shaft  |          |
| 54   | 35-P-14     | Gasket, Shifter Shaft Cover   |          |
| 55   | 378002      | Ball, Shifter   |          |
| 56   | 37-P-14     | Poppet Spring, Shifter  | 1        |
| 57   | 37854       | Poppet Cap, Shifter   |          |
| 58   | 34-P-82     | Cover, Shifter  |          |
| 59   | 378447-4    | Screw, Hex Head (.3125"-18 x .750")                                     |          |
| 60   | 379652      | Indicator Switch, (Normally "ON")                                       | 1        |
| 61   | 378430-4    | Capscrew, Hex Head (.3125"-18 x .50")                                   |          |
| 62   | 35-P-8      | Gasket, Shift Cover   |          |
| 63   | 378430-8    | Capscrew, Hex Head (.3125"-18 x .750")                                  |          |

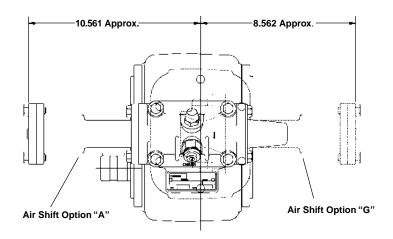


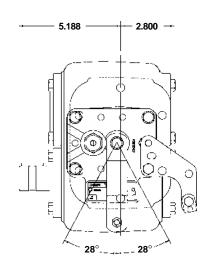
| Item | Part Number | Description   | Quantity |
|------|-------------|---|----------|
|      | 328826-1X   | Air Shift Cover Assembly (Assemblies A6 & G3)         | . 1      |
|      | 328826-2X   | Air Shift Cover Assembly (Assemblies A4 & G5)         |          |
| 64   | 11-P-129    | Shaft, Shifter  |          |
| 65   | 28-P-207    | Oil Seal  |          |
| 66   | 34-P-82     | Cover, Shifter  | . 1      |
| 67   | 32-P-141    | Fork, Shifter   |          |
| 68   | 378447-4    | Capscrew, Socket Head, (.3125"-18 x .750")            | . 1      |
| 69   | 378554      | Poppet Cap  |          |
| 70   | 379652      | Indicator Switch (Normally "ON")                      | . 1      |
| 71   | 35-P-14     | Gasket, Shifter Shaft Cover                           |          |
| 72   | 65-P-23     | Cover, Shifter Shaft                                  | . 1      |
| 73   | 378430-4    | Capscrew, Hex head (.3125"-18 x .50")                 | 2        |
| 74   | 378430-9    | Capscrew, Hex head (.3125"-18 x .875")                |          |
|      | 328824X     | Air Shift Sub-assembly (Includes Items 75 through 84) |          |
| 75   | 28-P-71     | O-Ring (.875")  |          |
| 76   | 65-P-15     | Cylinder  | . 1      |
| 77   | 378430-9    | Capscrew, Hex Head (.3125"-18 x .875")                |          |
| 78   | 28-P-250    | O-Ring (2")   |          |
| 79   | 379102      | Washer, Spring Retainer                               | . 2      |
| 80   | 37-P-50     | Spring  |          |
| 81   | 379103      | Retaining Ring  |          |
| 82   | 66-P-13     | Piston  |          |
| 83   | 28-P-61     | O-Ring (1875")  | . 1      |
| 84   | 34-P-81     | Cylinder Cap  |          |
| 85   | 35-P-8      | Gasket, Shift Cover                                   |          |
| 86   | 378430-8    | Capscrew, Hex Head (.3125"-18 x .750")                | . 4      |



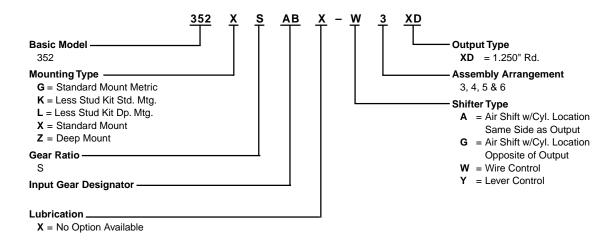


| P.T.O. Series                        | CA   | СВ    | СС    | CD          | СН    | CV    |
|--------------------------------------|------|-------|-------|-------------|-------|-------|
| Standard Mount<br>352X<br>Deep Mount | .792 | 3.339 | 2.547 | 2.891/3.091 | 6.703 | 8.250 |
| 352Z                                 | .572 | 3.119 | 2.547 | 2.891/3.091 | 6.483 | 8.250 |

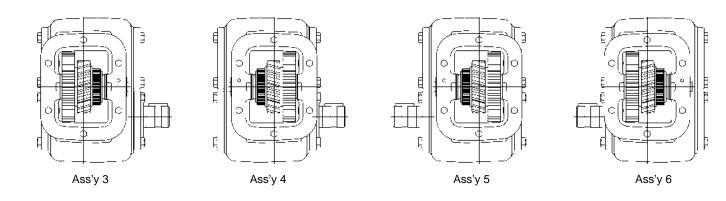




### **Model Number Designation**



### **Assembly Arrangements**



| Notes |  |
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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, 250, 251 and 859 series two (2) years from date of installation. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HERE-UNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANT-ABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITH-STANDING 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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# For parts or service call us Pro Gear & Transmission, Inc.



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