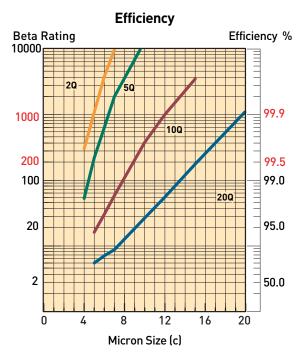
### Interpreting Data

### **Element Efficiency**

For each configuration Parker reports on a log micron chart the actual test results for each Microglass III media grade available. The information that can be obtained from reporting in this manner far exceeds previous methods. To read the charts simply follow a few quick steps as shown below.



### To determine efficiency/beta rating at a Particular micron size:

- 1. Choose micron size from horizontal axis.
- 2. Follow line upward until it intersects the media grade of interest.
- 3. For the beta rating move left perpendicular until you intersect the vertical beta rating axis and record number.
- 4. For the efficiency rating just follow line across to the right until it intersects the efficiency axis and record number.

### To determine which media can provide a particular beta rating:

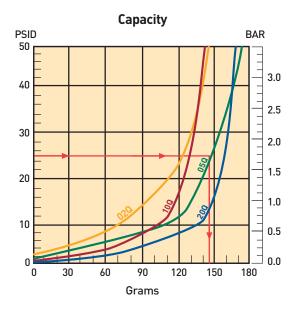
- 5. Choose beta rating desired on left vertical axis
- 6. Follow line horizontally across until it intersects media grade.
- 7. Move downward perpendicular until you intersect the horizontal "Micron Size" axis and record value. If micron value is too low repeat steps until a desired value is achieved.

### **Element Capacity**

Typically element capacities have been plotted on a differential vs grams chart to allow for best comparisons between different indicator/bypass settings and also other manufacturers. Although the construction of a given element remains constant, the actual capacity obtained in a application depends on several variables

- Viscosity
- Flow rate
- Contaminant Type
- •Changeout pressure

Since it is not possible to test every possible combination, Parker tests per ISO4572 and ISO16889 which specifies fluid type, contaminant type and flow rate. Therefore the only variable that can be accounted for by the specifier would be changeout pressure. To accomplish this simply determine what indicator setting will be used to signal service is required. If no indicator will be used then use the bypass value for the specified filter.



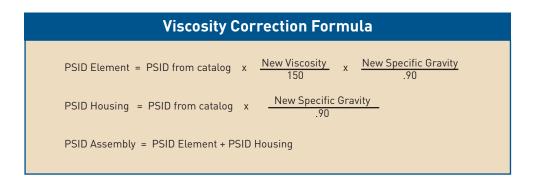
### To determine element capacity

- 1. Starting along the vertical differential pressure axis choose changeout setting.
- 2. Move horizontally across until line intersects the media grade desired.
- 3. Move perpendicular downward until line intersects horizontal axis "Grams" and record value .

### **Appendix** Interpreting Data

### Flow vs Pressure Loss

All performance curves are reported at a standard viscosity of 150 SUS (30 cSt) with element pressure curves independent of the housing. The purpose of reporting individually is to allow for adjustment to other operating viscosities. To adjust for a operating viscosity other then 150 SUS (30 cSt) please use the correction formula below.



### **High Collapse Elements**

In most cases, filter assemblies are equipped with an internal bypass valve to limit the differential pressure across the element. In some critical applications it may be necessary to equip the filter with a "no bypass" valve which forces all fluid flow to pass through the element. When a filter is equipped with a "no bypass" valve, the element must be able to withstand much higher differential pressures in the event it is not serviced when indicated. Parker high collapse elements are able to withstand 2000 psid ("H" option) or 3000 psid ("X" option) due to their special construction. The high collapse elements are rated for the same efficiencies as the standard elements but also have a higher clean pressure loss.

The increase in pressure loss from standard collapse "Q" elements to high collapse "Q" elements varies from media grade and series. To insure adequate element life, a correction factor should be applied to the standard pressure loss curves. Below are the factors that should be applied to the standard element performance curves shown in this catalog. The pressure loss of "H" option elements (2000 psid collapse) may increase as much as 40% over the standard, and the "X" option 3000 psid collapse) as much as 90%.

### **High Collapse Correction Factors**

"QH" Elements (2000 psid) = 1.4 times reported loss

"QX" Elements (3000 psid) = 1.9 times reported loss

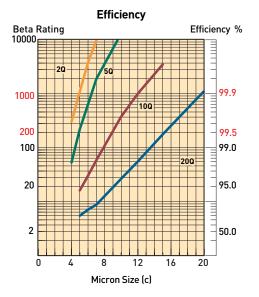
### **Appendix** Filter Media Types

### Microglass III

The latest of our media lines, these elements have the highest capacity and efficiency available. The Microglass III is referenced by a "Q" after the micron size (i.e. 5Q). Complete information is available for each element size in the catalog. The efficiency is plotted on a beta value versus micron size chart to enable one to find the rating at a specific micron size. The capacity is plotted on a pressure differential versus grams capacity chart. This allows one to find the capacity of the element at the filter's specific bypass or indicator setting.

Flow data is performed at 150 SUS (32cSt) and plotted separately for the element and housing . Pressure loss for different viscosities can be calculated by using the formula on the opposite page.





### Cellulose

An economical type of media (denoted by a "C") that provides nominal efficiency and capacity. The pore structure of paper media is not efficient for fine filtration or high capacity applications. The data provided for each individual element is limited to flow versus pressure loss. To the left is an efficiency chart which plots what would be considered typical for the various grades of cellulose media.

As shown in the chart, cellulose elements are not nearly as efficient as Microglass III elements. They are rated for nominal filtration, typically 50% efficient at rated size. Due to the low particle capture efficiency of 20C cellulose elements, it is not practical to plot on the chart. The 20C elements could be considered a Beta<sub>20</sub> = 2 (50% efficient at 20 micron). The same limitations exist with the stainless steel mesh elements.

### **Stainless Steel Woven Wire**

Commonly referred to as "wire mesh" this filtration medium is typically used in suction filters due to the low flow restriction. Wire mesh elements are unique in that they are designed to be cleaned and reused. These elements are rated for efficiency based on the pore size diameter of the mesh and are denoted by a "W" after the micron rating. For example a 74W element would have a nominal rating of 74 micron based on the diameter of the mesh pores. This should not be confused with "mesh" ratings which are the number of wire strands per inch. Mesh ratings can be correlated to micron ratings, see "Micrometer Conversions" on page 224.

General Comparison Of Filter Media					
Media Material Capture Efficiency Dirt Holding Capacity Differential Pressure Life In a System Initial Cost					
FIberglasss	High	High	Moderate	High	Moderate
Cellulose	Moderate	Moderate	High	Moderate	Low
Wire Mesh	Low	Low	Low	Moderate	High

### Definitions

### Absolute Rating:

The diameter of the largest hard spherical particle that will pass through a filter under specified test conditions. This is an indication of the largest opening in the filter element. Hydraulic Filter Division defines absolute as 99.5% removal (beta 200) at a given particle size.

### Absorb/Absorption:

The process of a fluid being taken into the pores of a solid.

### Adsorb/Adsorption:

To collect and hold a fluid on the surface of a solid.

### **Beta Ratio:**

The ratio of the number of particles of a given size and larger of a filter to the number of particles of the same size and larger downstream.

Beta Ratios/Efficiencies		
Beta Ratio (at a given particle size)	Capture Efficiency (at same particle size)	
1.01	1.0%	
1.1	9.0%	
1.5	33.3%	
2.0	50.0%	
5.0	80.0%	
10.0	90.0%	
20.0	95.0%	
75.0	98.7%	
100	99.0%	
200	99.5%	
1000	99.9%	

### **Bubble Point:**

Pressure drop in inches of water required to expel the first steady (continuous) stream of bubbles from a horizontal disc of wetted filter medium or a filter cartridge immersed in a liquid (usually alcohol). A bubble point test is used to test the integrity of cartridge construction to compare relative porosities of a filter media or monitor product consistency as a quality control method.

### **Bypass:**

Fluid flowing through a passage other than the filter medium and/or leakage around filter media seals.

### Burst:

An outward structural failure of the filter element caused by excessive differential pressure.

### **Cleanliness Codes:**

A representation of a fluids contamination level based on a series of index numbers that refer to a table of concentration values.

Cleanliness Level Correlation Table					
		Particles/Millilitr	NAS 1638	Disavowed SAE	
ISO Code	≥2 Micrometers	≥5 Micrometers	≥15 Micrometers	[1964]	Level (1963)
23/21/18	80,000	20,000	2,500	12	
22/20/18	40,000	10,000	2,500		
22/20/17	40,000	10,000	1,300	11	
22/20/16	40,000	10,000	640		
21/19/16	20,000	5,000	640	10	
20/18/15	10,000	2,500	320	9	6
19/17/14	5,000	1,300	160	8	5
18/16/13	2,500	640	80	7	4
17/15/12	1,300	320	40	6	3
16/14/12	640	160	40		
16/14/11	640	160	20	5	2
15/13/10	320	80	10	4	1
14/12/9	160	40	5	3	0
13/11/8	80	20	2.5	2	
12/10/8	40	10	2.5		
12/10/7	40	10	1.3	1	
12/10/6	40	10	.64		

### **Collapse Pressure:**

An inward structural failure of the filter element caused by excessive differential pressure.

### **Contaminant:**

Undesirable insoluble solid or gelatinous particles present in fluid.

### Crest:

The outer fold of a pleat.

### **Differential Pressure/Pressure Drop:**

Difference in pressure between two points in a system. In filters, this is typically measured between the inlet and outlet of the filter housing.

### **Dissolved Water:**

Water capable of being held by the fluid in solution. The amount held must be below the saturation point.

### **Duplex Filter:**

An assembly of two filters with valving for the selection of either element.

### **Efficiency:**

The ability of the filter element to remove particles from the filter stream. Efficiency = (1-1/beta)100.

### Definitions

### Effluent:

The fluid that has passed through the filter.

### Filter Medium:

The permeable material used for a filter that separates particles from a fluid passing through it.

### Flow Fatigue:

The ability of a filter element to withstand structural failure of the filter medium due to flexing of the pleats caused by cyclic differential pressure.

### Free Water:

Water droplets or globules in a system that tend to accumulate at the bottom of a system's fluid because it exceeds the solubility of the fluid.

### Influent:

Fluid entering the inlet of a filter.

### In-Line Filter:

A filter in which the inlet, outlet and element are in a straight axis.

### L-Type Filter:

A filter in which the inlet and outlet port axis are at right angles, and the filter element axis is parallel to either port axis.

### Laminar Flow:

Flow rate at which liquid is in a nonturbulent state (10ft/sec) and should not exceeded to maintain filtration integrity and consistency.

### Media Migration:

Contamination of the effluent by fibers or other material of which the filter is constructed.

### Micron:

A unit of length. Correct term is micrometer (µm), which is .000039 inch. Human eye can see a 40 micrometer particle.

### **Neutralization Number:**

A measure of the acidity or basicity of a fluid, this includes organic an inorganic acids or bases, or combination thereof.

### Nominal Rating:

Micron size removed at a given efficiency under a manufacturer's defined test condition. An arbitrary term assigned by manufacturers which varies and has therefore depreciated in value.

### Pinched Pleat:

A pleat closed off by excessive differential pressure or crowding, thus reducing the effective area of the filter element.

### **Pleats:**

a series of folds in the filter medium usually of uniform height and spacing designed to maximize effective area.

### **Pressure Line Filter:**

A filter located in a line conducting working fluid to a working device or devices.

### **Return Line Filter:**

A filter located in the line which is conducting working fluid form working devices to a reservoir.

### Root:

The inside fold of a pleat.

### Suction Filter:

A filter located in the intake line of a pump where the fluid is below atmospheric pressure.

### **T-Type Filter:**

A filter in which the inlet and outlet port axes are in a straight line, and the filter element axis is perpendicular to this line.

### Varnish:

Materials generated by the hydraulic fluid due to oxidation, thermal instability, or other reactions. These materials are insoluble in the hydraulic fluid and are generally found as brownish deposits in the work surfaces.

### Y-Type Filter:

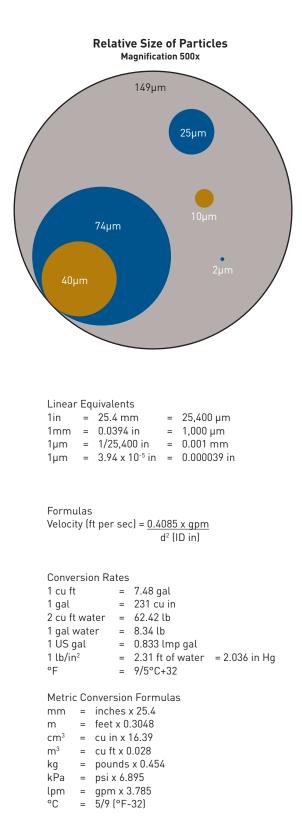
A filter in which the inlet and outlet port axes are in a straight line, and the filter element is at an acute angle to this line.

### Micrometer Conversions

US and ASTM Std Sieve Number	Actual Opening (in)	( <b>µ</b> m)
10	0.0787	2000
12	0.0661	1680
14	0.0555	1410
16	0.0469	1190
18	0.0394	1000
20	0.0331	840
25	0.0280	710
30	0.0232	590
35	0.0197	500
40	0.0165	420
45	0.0138	350
50	0.0117	297
60	0.0098	250
70	0.0083	210
80	0.0070	177
100	0.0059	149
120	0.0049	125
140	0.0041	105
170	0.0035	88
200	0.0029	74
230	0.0024	62
270	0.0021	53
325	0.0017	44
400	0.00142	36
550	0.00099	25
625	0.00079	20
1,250	0.000394	10
1,750	0.000315	8
2,500	0.00097	5
5,000	0.000099	2.5
12,000	0.0000394	1

### **Micrometer Comparisons**

Substance	( <b>µ</b> m)
Table Salt	100
Human Hair (average dia)	50-70
White Blood Cell	25
Talcum Powder	10
Сосоа	8-10
Red Blood Cell	8
Bacteria (cocci)	2



Note: Lower limit of visibility (naked eye)—40µm

### **Appendix** Measurement Conversion Tables

To Convert	Multiply by	To Obtain
Α		
atmospheres	33.9	ft of water (at 4×C)
atmospheres	29.92	in mercury (at 0×C)
В		
barrels (US liquid)	31.5	gallons
barrels (oil)	42	gallons (oil)
bars	0.9869	atmospheres
bars	14.5	pounds/sq in
C	0.00001	
centimeters	0.03281	feet
centimeters	0.3937	inches
centimeters	0.00001	kilometers
centimeters	0.01	meters
centimeters	0.01094	yards
centimeters	10,000	microns
cubic centimeters	0.00003531	cubic feet
cubic centimeters	0.06102	cubic inches
cubic centimeters	0.000001	cubic meters
cubic centimeters	0.001	liters
cubic centimeters	0.002113	pints (US liquid)
cubic centimeters	0.001057	quarts (US liquid)
cubic feet	28,320	cubic centimeters
cubic feet	1,728	cubic inches
cubic feet	0.02832	cubic meters
cubic feet	0.03704	cubic yards
cubic feet	7.48052	gallons (US liquid)
cubic feet	28.32	liters
cubic feet	59.84	pints (US liquid)
cubic feet	29.92	quarts (US liquid)
cubic feet/min	62.43	pounds water/min
cubic feet/min	1.698	cubic meters/hr
cubic feet/sec	448.831	gallons/min
cubic inches	16.39	cubic centimeters
cubic inches	0.0005787	cubic feet
cubic inches	0.00001639	cubic meters
cubic inches	0.00002143	cubic yards
cubic inches	0.004329	gallons
cubic inches	0.01639	liters
cubic meters	35.31	cubic feet
cubic meters	61,023	cubic inches
cubic meters	264.2	gallons (US liquid)
cubic meters	1000	liters
cubic meters/hour	4.4	gallons (US)/min

To Convert	Multiply by	To Obtain
F		
feet	30.48	centimeters
feet	0.0003048	kilometers
feet	0.3048	meters
feet	304.8	millimeters
feet of water	0.0295	atmospheres
feet of water	0.8826	inches of mercury
feet of water	62.43	pounds/sq ft
feet of water	0.4335	pounds/sq in
feet/minute	0.01667	feet/second
1000,11111000	0101007	1000,0000114
G		
gallons	3,785	cubic centimeters
gallons	0.1337	cubic feet
gallons	231	cubic inches
gallons	3.785	liters
gallons (liq br imp)	1.20095	gallons (US liquid)
gallons (US)	0.83267	gallons (Imp)
gallons of water	8.337	pounds of water
gallons/min	0.002228	cubic feet/sec
gallons/min	0.06308	liters/sec
5		
gallons/min	8.0208 0.001	cubic feet/hr
grams		kilograms
grams	0.002205	pounds
grams/cm	0.0056	pounds/in
grams/sq in	45.71	ounces/sq yd
inches	2.540	centimeters
inches	0.02540	meters
inches	25.4	millimeters
inches of mercury	0.03342	atmospheres
inches of mercury	1.133	feet of water
menes of mercury	1.100	
К		
kilograms	2.2046	pounds
kilograms	0.009842	tons (long)
kilograms	0.001102	tons (short)
kilograms/sq cm	2,048	pounds/sq ft
kilograms/sq cm	14.22	pounds/sq in
kilograms/sq meter	0.00009678	atmospheres
kilograms/sq meter	0.00009807	bars
kilograms/sq meter	0.003281	feet of water
kilograms/sq meter	0.002896	inches of mercury
kilograms/sq meter	0.2048	pounds/sq ft
kilograms/sq meter	0.2048	pounds/sq in
kilogi allis/sy meter	0.001422	pounus/sy m

Measurement Conversion Tables

To Convert	Multiply by	To Obtain
L		
liters liters liters liters/min liters/min liters/hour	0.2642 2.113 1.057 0.0005886 0.004403 0.004403	gallons (US liquid) pints (US liquid) quarts (US liquid) cubic ft/sec gallons/sec gallons (US)/min
М		
meters meters meters/min meters/min microns mils mils mils mils mils	3.281 39.37 0.001 3.281 0.05468 0.000001 0.00254 0.000083333 0.001 0.0000000254	feet inches kilometers feet/min feet/sec meters centimeters feet inches kilometers
0		
ounces ounces ounces (fluid) ounces (fluid) ounces/sq in ounces/sq yard	28.349 0.0625 1.805 0.02957 0.0625 20.83	grams pounds cubic inches liters pounds/sq in pounds/3000 sq ft
P		
pints (liquid) pints (liquid) pints (liquid) pounds pounds pounds/sq ft pounds/sq ft pounds/sq ft pounds/sq in pounds/sq in pounds/sq in pounds/sq in pounds/sq in pounds/sq in	0.125 0.4732 0.5 453.59 16 0.0004725 0.01602 0.01414 0.06804 2.307 2.036 0.0145 27.684 0.048	gallons liters quarts (liquid) grams ounces atmospheres feet of water inches of mercury atmospheres feet of water inches of mercury kilo pascals (kPa) inches water column ounces/sq yard

To Convert	Multiply by	To Obtain
Q		
quarts (liquid)	0.03342	cubic feet
quarts (liquid)	57.75	cubic inches
quarts (liquid)	0.0009464	cubic meters
quarts (liquid)	0.25	gallons
quarts (liquid)	0.9463	liters
S		
square centimeters	0.001076	square feet
square centimeters	0.1550	square inches
square centimeters	0.0001	square meters
square feet	144	square inches
square feet	0.0929	square meters
square inches	0.006944	square feet
square inches	0.0007716	square yards
square meters	10.76	square feet
square meters	155	square inches
square meters	1.196	square yards
square yards	9	square feet
square yards	1,296	square inches
square yards	0.8361	square meters

### Changes to ISO Standards and their impact on Filter Performance Reporting and the Contamination Code.

The recent changes to ISO contamination and filtration standards were brought about to solve accuracy, traceability, and availability issues. It is important to remember that both real world hydraulic system cleanliness levels and actual system filter performance remain unchanged. However, the reporting of cleanliness levels and filter performance has changed due to the new particle counter calibration and multi-pass test procedures.

**ISO 11171** is the new particle counter calibration method and utilizes calibration fluid made from ISO Medium Test Dust (ISO MTD) suspended in MIL-H-5606. The calibration fluid is traceable to the National Institute of Standards and Technology (NIST) and is designated by NIST as Standard Reference Material (SRM)2806. ISO 11171 is replacing ISO 4402 which is based on obsolete AC Fine Test Dust (ACFTD).

It is important to note that the ISO 11171 calibration method is based on a distribution of particles measured by their equivalent area diameter, whereas ISO 4402 is based on a distribution of particles measured by their longest chord. Also, the NIST work utilized scanning electron microscopy for particles below 10 um in size, whereas the sizing distribution on ACFTD utilized optical microscopy.

The new calibration method and resulting ISO code will typically produce a one to two level increase in the first digit (the >4um size range) of the three digit code. This is due to the greater number of particles in the small size range. The remaining two digits will typically remain unchanged between old and new calibration methods, and should not impact previously established ISO cleanliness standards. Table 1 below shows the approximate particle size relationship between the calibration methods.

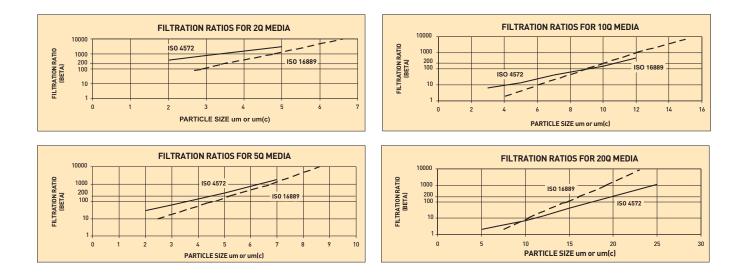
ACTFD size (per ISO 4402:1991) um	NIST size (per ISO 11171:1999) um (c)
1	4.2
2	4.6
3	5.1
5	6.4
7	7.7
10	9.8
15	13.6
20	17.5
25	21.2
30	24.6
40	31.7

The ISO cleanliness code reporting method will also be affected.

Example:	Former two-digit ISO 4406:1987
	<u>5 um / 15 um</u>
	14 11
	Former three-digit ISO code
	2 um / 5 um / 15 um
	17 14 11
	New three-digit ISO 4406:1999
	<u>4 um (c) / 6 um (c) / 14 um (c)</u>
	18 14 11

### Changes to ISO Standards and their impact on Filter Performance Reporting and the Contamination Code, continued.

**ISO 16889** is the new multi-pass test standard for measuring filter performance and utilizes ISO MTD as the contaminant challenge. This standard is replacing ISO 4572 which utilized ACFTD. See the following graphs below for filtration beta ratio comparisons on our 2Q, 5Q, 10Q, and 20Q Microglass III media. The graphs reflect multi-pass test results using ISO 4572 with ACFTD and the revised ISO 16889 using ISO MTD.



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## **Together, we can** prevent waste and protect the environment.

With 500,000,000 spin-on cans disposed of each year in North American landfills, 30,000,000 gallons of discarded residual waste oil, and 250,000 tons of scrap metal, Parker engineers have developed an innovative alternative. **The new environmentally friendly 12CS and 50CS hydraulic filters** feature a reusable bowl and a patented filter element constructed of reinforced polymer endcaps, microglass media, and polymer pleat support with no metallic parts. The integral element seal ensures the system can only be operated when element is installed. Proven high efficiency media provides ultimate system protection and reliability. There is no added cost or special handling for element disposal requirements.

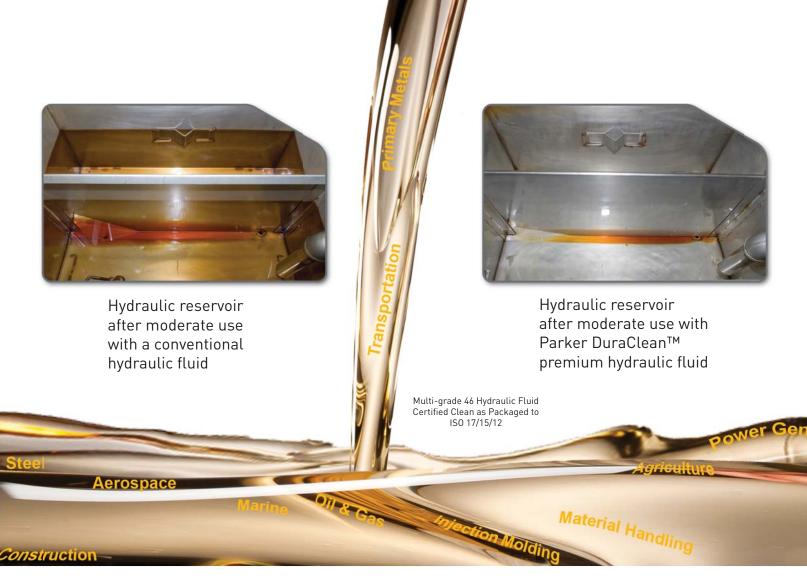
aerospace climate control electromechanical filtration fluid & gas handling hydraulics pneumatics process control sealing & shielding



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Varnish is the enemy of modern hydraulic systems. Parker DuraClean<sup>™</sup>, armed with unique additive chemistry, provides superior performance and varnish control. DuraClean<sup>™</sup> is a multi-grade premium hydraulic fluid that offers excellent protection against wear, oxidation, rust and corrosion. The shear stable viscosity modifier allows for improved fluid life and system protection at a wide range of temperatures. Improve profitability and efficiency with longer fluid life, extended component life, and by reducing the need for frequent repairs and cleaning. **Start Clean and Stay Clean with Parker DuraClean<sup>™</sup>**.

aerospace climate control electromechanical filtration fluid & gas handling hydraulics pneumatics process control sealing & shielding



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4. <u>Warranty.</u> 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: <u>DISCLAIMER OF WARRANTY</u>: 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. <u>User Responsibility.</u> 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 for 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. <u>Cancellations and Changes.</u> 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. <u>Limitation on Assignment.</u> 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. <u>Waiver and Severability</u>. 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. <u>Termination</u>. 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.

# **Offer of Sale**

The items described in this document and other documents and descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods, services or work described will be referred to as "Products".

17. <u>Governing Law.</u> 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. <u>Entire Agreement.</u> 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.

# **Parker Hannifin Corporation**

### **About Parker Hannifin Corporation**

Parker Hannifin is a leading global motion-control company dedicated to delivering premier customer service. A Fortune 500 corporation listed on the New York Stock Exchange (PH), our components and systems comprise over 1,400 product lines that control motion in some 1,000 industrial and aerospace markets. Parker is the only manufacturer to offer its customers a choice of hydraulic, pneumatic, and electromechanical motion-control solutions. Our Company has the largest distribution network in its field, with over 12,000 distributors serving our customers around the world.

### **Parker's Charter**

To be a leading worldwide manufacturer of components and systems for the builders and users of durable goods. More specifically, we will design, market and manufacture products controlling motion, flow and pressure. We will achieve profitable growth through premier customer service.

### **Product Information**

North American customers seeking product information, the location of a nearby distributor, or repair services will receive prompt attention by calling the Parker Product Information Center at our toll-free number:

1-800-C-PARKER (1-800-272-7537). In the UK, a similar service is available by calling 0500-103-203.







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