















# Piston Accumulators ACP Series

**Crimped Piston Accumulators** 





ENGINEERING YOUR SUCCESS.

Page No.

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If you have questions about the information contained herein, please contact:

**Cylinder and Accumulator Division** phone 815 636 4100 parker.com/cylinder-accumulator

### **Operator Obligations**

For Parker's Piston Accumulators that come with a black primer: it is the operator's responsibility to assure sufficient corrosion protection for the environment it is placed in. It is the responsibility of the buyer to make sure any individuals that install, operate, and maintain the accumulator are properly trained at regular intervals on those subjects. It is also the responsibility of the buyer to make sure users of the accumulator follow local and country safety and environmental rules and regulations.

#### **Product Description**

Parker Piston accumulators are suitable for storing energy under pressure, absorbing hydraulic shocks, and dampening pump pulsation and flow fluctuations. Piston accumulators provide excellent gas and fluid separation ensuring dependable performance, maximum efficiency, and long service life.

### Why Use Piston Accumulators?

- Improves system efficiency
- Supplements pump flow
- Supplies power in emergency
- Compensates for leakage
- Absorbs hydraulic shocks
- Wide range of sizes
- Lower gas permeation rate
- Extremely high-flow rates
- . High/Low temperature tolerance
- High compression ratios
- Can be used with remote gas . bottles
- Can be mounted in any position
- Failure mode is gradual, predictable
- Sensors can be fitted for performance monitoring
- Less maintenance

#### Parker Best in Class Capabilities

- Accumulators up to 25" ID and 250 gallons and larger
- Pressure ratings in excess of 20,000 PSI
- Wide variety of stainless steel and alternative material options
- Extreme temperatures, certified product to -50°F
- Integrated solutions including imbedded valving and controls in accumulator
- Struts and suspension products designed for rugged mobile applications
- Many surface coatings, including epoxies, CARC paints, electroless nickel plating
- Accumulators, custom designed for the most demanding markets and global locations
- Unique lockout and tag-out integrated functions
- DOT shipping exemptions for pre-charged vessels



# Certifications

#### One Base Design Code

While many countries have their own regulations and quality standards for crimped piston accumulators, most refer back to the PED base design code.

#### 1. PED/UKCA

The second base design code is the European Pressure Equipment Directive. The Directive 2014/68/EU (Pressure Equipment Directive) came into regulation in the European Union. This Directive applies to the design, manufacture, testing and conformity assessment of pressure equipment and assemblies of pressure equipment that operate over 0.5 bar. The directive requires the following:

- The operating fluids must be in Group 2 (non-hazardous).
- Certified vessels with a volume greater than 1 liter gas capacity must be CE marked.



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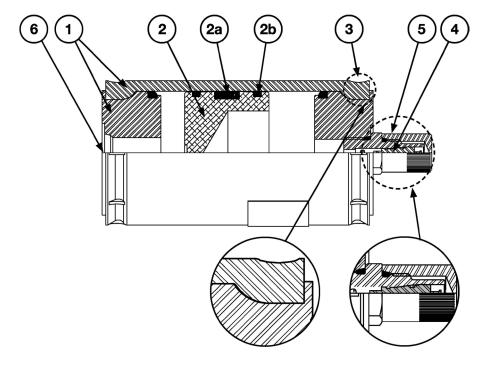


# Key Advantages of the ACP Series:

- Higher working-pressure ratings (3770/4000/5000 PSI) meet more applications with fewer sizes needed.
- Use of standard components promotes faster delivery of proven designs and lower product cost.
- Piston design prevents sudden accumulator failure and is customized to fit the application.
- Four bore sizes available for more capacity and price options.
- Patented crimped end cap connections provide superior fatigue life compared with welded designs.
- "Schrader" style gas valve (industry standard) fits existing charging equipment.
- All standard product is CRN/CSA to -40°C/F.

# Fluids Compatibility

Parker's seal compounds are compatible with a wide variety of fluids. Standard accumulators (with nitrile seals) may be used with petroleum-based industrial oils or waterbased, flame-resistant fluids. Optional seals compatible with most industrial fluids are available with temperature ranges from -45°F to 320°F (-43°C to 160°C).



- 1. High-strength, compact steel shell and cap material. Steel shell allows heat to dissipate effectively and is micro-finished for extended seal life.
- 2. Lightweight piston design allows for fast response to reduce system shock in rapid cycling applications.
- 2a. Unique V-O-ring piston seal with back-up washers. This design eliminates seal roll-over and ensures total separation of fluid and gas under the most severe operating conditions.
- 2b. PTFE glide rings eliminate metal-to-metal contact between tube and piston, reducing wear and extending service life.
- 3. Patented crimped design provides high-strength

coupling of caps to steel tube plus superior fatigue life versus welded type connections.

- "Schrader" style gas valve is standard on all ACP accumulators for ease of precharging. (Pre-charged accumulators are available featuring specially designed threaded plug and no gas valve option.)
- 5. Gas valve cap protects valve and serves as secondary seal. Knurled cap design allows easy installation without tools.
- 6. Port types are available in a wide range of female sizes in both SAE and BSPP styles.

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**Parker Hannifin Corporation** Cylinder and Accumulator Division Des Plaines, Illinois USA

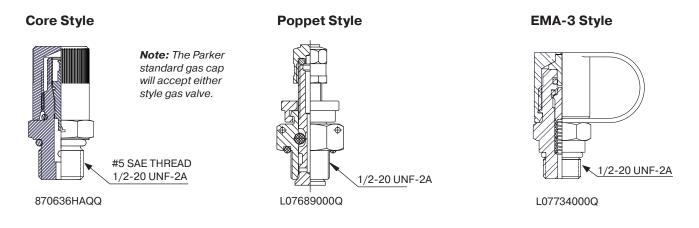
## Actual Bore Sizes & Maximum Rates

Nominal Bore Size	Act Bore		Max. Recommended Flow*		
(mm)	(in)	(mm)	GPM	LPM	
40	1.50	38.20	55	209	
50	2.02	51.44	100	380	
80	3.00	76.20	220	834	
100	4.03	102.40	397	1504	

\***Note:** Based on 120 in/sec maximum piston speed, port & fitting size will become limiting factors for most applications.

# Gas Valves

ACP units are offered with cored gas valve cartridge (ISO-4570-8V1) as standard. Units have the option to be supplied with a heavy-duty, high-pressure, poppet-type gas valve cartridge (L07689000Q) or EMA-3 gas valve (L07734000Q).



# **Hydraulic Ports**

The following ports are supplied as standard on all fluid ends and on the gas end of accumulators ordered for use with gas bottles:

#### **Port Availability**

Model		Fen	nale	SA	E	Female BSPP					
Model	6	8	10	12	16	3/8	1/2	3/4	1		
04							$\star$				
05	★		$\star$	★	t	$\star$	$\star$				
08	★	★		★	★t	$\star$	$\star$	$\star$			
10	★	$\star$	$\star$		★t	$\star$	$\star$	$\star$			

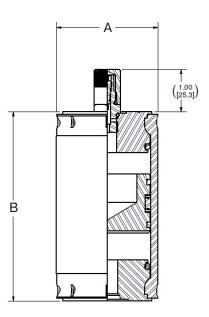
igodolmou = Standard 🗙 = Optional

t = SAE 16 and CE together, consult factory



# **Piston Accumulators ACP Series**

# 3,770 PSI (260 Bar Metric) & 4,000 PSI (275 Bar Metric) **Crimped Piston Accumulator with Gas Valve**

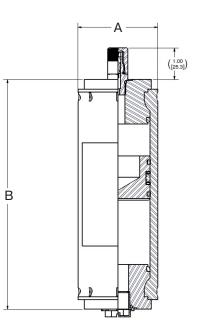


M	odel Number	Fluid \	/olume	Gas V	/olume	Diame	eter (A)	Estimated	Length (B)	Estimated	Dry Weight
woder Number		Cu. In.	Liters	Cu. In.	Liters	Inches	mm	Inches	mm	LBS	Kg
					3,770 PSI	Models					
	ACP04AA002R1KTB	0.92	0.015	1.22	0.020			3.03	76.9	1.28	0.6
40 mm	ACP04AA008R1KTB	4.58	0.075	4.88	0.080	1.74	44.10	5.09	129.4	1.63	0.7
Bore	ACP04AA016R1KTB	9.46	0.155	9.76	0.160	1.74	44.10	7.85	199.5	2.11	1.0
	ACP04AA032R1KTB	19.23	0.315	19.53	0.320			13.37	339.6	3.05	1.4
					4,000 PSI	Models					
	ACP05AA008E1KTC	3.67	0.060	4.88	0.080			4.46	113.4	3.41	1.5
	ACP05AA016E1KTC	8.55	0.140	9.76	0.160			5.98	151.9	3.93	1.8
50 MM	ACP05AA032E1KTC	18.31	0.300	19.53	0.320	2.38	60.30	9.01	228.9	4.97	2.3
Bore	ACP05AA050E1KTC	29.30	0.480	30.51	0.500	2.30		12.42	315.5	6.13	2.8
	ACP05AA075E1KTC	44.55	0.730	45.77	0.750			17.16	435.9	7.76	3.5
	ACP05AA100E1KTC	56.76	0.930	57.97	0.950			20.96	532.4	9.05	4.1
	ACP08AA032E1KTI	15.51	0.25	19.53	0.32	3.56		6.73	171.04	11.07	5.02
	ACP08AA050E1KTI	26.50	0.43	30.51	0.50			8.29	210.54	12.34	5.60
	ACP08AA075E1KTI	41.75	0.68	45.77	0.75			10.45	265.40	14.10	6.40
80 mm Bore	ACP08AA100E1KTI	53.96	0.88	57.97	0.95		90.40	12.17	309.04	15.50	7.03
Bore	ACP08AA150E1KTI	87.52	1.43	91.54	1.50			16.92	429.74	19.38	8.79
	ACP08AA200E1KTI	118.03	1.93	122.05	2.00			21.24	539.47	22.90	10.39
	ACP08AA300E1KTI	179.06	2.93	183.07	3.00			29.88	758.93	29.94	13.58
	ACP10AA075E1KTD	36.16	0.59	45.77	0.75			8.46	214.85	24.18	10.97
	ACP10AA100E1KTD	48.37	0.79	57.97	0.95	1		9.42	239.16	25.54	11.59
	ACP10AA150E1KTD	81.93	1.34	91.54	1.50	1		12.05	306.02	29.28	13.28
100 mm	ACP10AA200E1KTD	112.44	1.84	122.05	2.00	. = .	100.00	14.44	366.80	32.67	14.82
Bore	ACP10AA300E1KTD	173.46	2.84	183.07	3.00	4.76	120.90	19.23	488.37	39.47	17.90
	ACP10AA400E1KTD	234.49	3.84	244.09	4.00	1		24.01	609.93	46.26	20.98
	ACP10AA600E1KTD	356.54	5.84	366.14	6.00	]		33.59	853.06	59.84	27.14
	ACP10AA800E1KTD	478.58	7.84	488.19	8.00	]		43.16	1096.19	73.42	33.30

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# 5,000 PSI (345 Bar Metric) Crimped Piston Accumulator with Gas Valve



Model Number		Fluid Volume		Gas Volume		Diameter (A)		Estimated Length (B)		Estimated Dry Weight			
		Cu. In.	Liters	Cu. In.	Liters	Inches	mm	Inches	mm	LBS	Kg		
					5,000 PSI	Models							
	ACP05AA008C1KTC	3.67	0.06	4.88	0.08			5.71	145.14	5.11	2.32		
	ACP05AA016C1KTC	8.55	0.14	9.76	0.16	2.50	2.50	2.50 02.5	50 63.50	7.23	183.64	5.83	2.64
50 MM	ACP05AA032C1KTC	18.31	0.30	19.53	0.32					10.26	260.65	7.28	3.30
Bore	ACP05AA050C1KTC	29.30	0.48	30.51	0.50		03.50	13.67	347.29	8.91	4.04		
	ACP05AA075C1KTC	44.55	0.73	45.77	0.75			18.40	467.37	11.17	5.07		
	ACP05AA100C1KTC	56.76	0.93	57.97	0.95			22.19	563.64	12.98	5.89		

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Catalog HY10-2200	Piston Accu
Available Options	ACP Series

If your application requires a piston accumulator, gas bottle, or special option that falls outside of Parker's standard offering, consult your local distributor, Parker representative, or the factory with your specific A c requirements. Parker has the manufacturing and engineering expertise to design and build piston accumulators to your exacting requirements, from simple modifications of standard units to complete designs.

Accumulators

#### Fluids

Parker's piston accumulators are compatible with a wide variety of fluids. Standard accumulators (with nitrile seals) may be used with petroleum-based industrial oils or water-based flame-resistant fluids. Optional seals compatible with most industrial fluids are available with temperature ranges from -45°F to 320°F (-43°C to 160°C).

#### Pre-charge

Units are shipped with a nominal nitrogen pre-charge as standard. For specific pre-charge pressures, specify at the time of order.

Seal Code	Polymer	**Recommended Operating Temperature Range	Maximum Temperature with Reduced Life	General Application and Compatibility*
К	Buna Nitrile (Std)	-20°F to 165°F -29°C to 74°C	200°F 93°C	Parker's Standard Compound –Compatible with most mineral oil-based fluids
E	Fluorocarbon Elastomer	-10°F to 250°F -23°C to 121°C	400°F 204°C	Compatible with most mineral oil-based fluids at higher temperatures and some exotic fluids
Н	Hydrogenated Nitrile	-25°F to 320°F -32°C to 160°C	350°F 177°C	Compatible with most oil-based and biode- gradable fluids, maintains sealing effective- ness at a wide range of temperatures
Q	Low Temp. Nitrile	-45°F to 200°F -43°C to 93°C	225°F 107°C	Compatible with most mineral oil-based fluids and maintains sealing effectiveness at low temperatures

# **Seal Material Options**

\* consult local distributor or factory for fluid compatibility information.

\*\*The temperatures listed indicate the operating temperature range of the seals, not the accumulator.

# **Optional Ports**

The following ports are available as options on all piston accumulators. Contact CAD Customer Service at <u>cad.accumulator@support.parker.com</u> for port size availability.

#### **Port Availability**

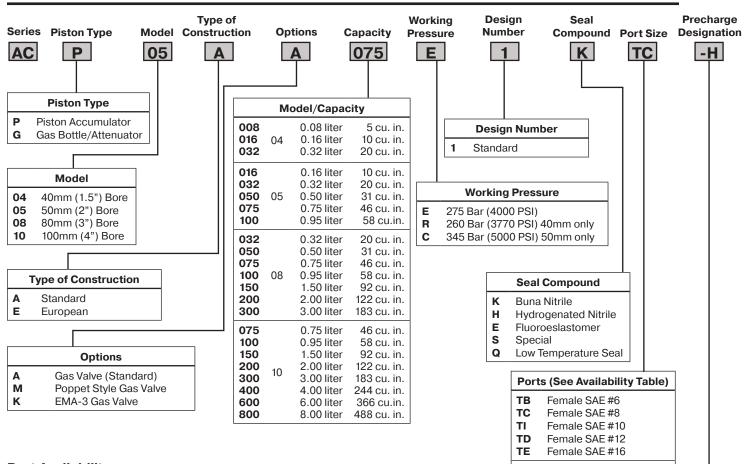
Madal		Fen	nale	SAI	Ε	Female BSPP				
Model	6	8	10	12	16	3/8	1/2	3/4	1	
04							$\star$			
05	★		$\star$	$\star$	t	$\star$	$\star$			
08	★	$\star$		$\star$	★t	$\star$	$\star$	$\star$		
10	$\star$	$\star$	$\star$		★t	$\star$	*	$\star$	ullet	

t = SAE 16 and CE together, consult factory



#### Catalog HY10-2200 How To Order

# Piston Accumulators **ACP Series**



# Port Availability

Madal		Fen	nale	SA	=	Female BSPP				
Model	6	8	10	12	16	3/8	1/2	3/4	1	
04							$\star$			
05	★		$\star$	$\star$	t	*	$\star$			
08	$\star$	★		*	★t	$\star$	$\star$	$\star$		
10	$\star$	★	$\star$		★t	$\star$	★	$\star$		
$\bullet$ = Standard $\star$ = Optional										

 $\blacksquare$  = Standard  $\bigstar$  = Optional

t = SAE 16 and CE together, consult factory

Precharge
rioonargo
Designation
Designation

Female BSPP 3/8-19

Female BSPP 1/2-14

Female BSPP 3/4-14

Female BSPP 1-11

RA

RB

RC

RD

-H Precharge Designation for standard units only\*

\*The precharge pressure must be added to the end of the part number at time of order. i.e. -500 for 500 PSI precharge



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3. Shipment; Delivery; Title and Risk of Loss. All delivery dates are approximate, and Seller is not responsible for damages or additional costs resulting from any delay. All deliveries are subject to our ability to procure materials from our suppliers. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the carrier at Seller's facility. Unless otherwise agreed prior to shipment and for domestic delivery locations only. Seller will select and arrange, at Buyer's sole expense, the carrier and means of delivery. When Seller selects and arranges the carrier and means of delivery, freight and insurance costs for shipment to the designated delivery location will be prepaid by Seller and added as a separate line item to the invoice. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's sol so or omissions. Buyer shall not return or repackage any Products without the prior written authorization from Seller, and any return shall be at the sole cost and expense of Buyer.

4. Warranty, The warranty for the Products is as follows: (i) Goods are warranted against defects in material or workmanship for a period of eighteen (18) months from the date of delivery or 2,000 hours of use, whichever occurs first; (i) Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain and are warranted for a period of six (6) months from the date of completion of the Services; and (iii) Software is only warranted to perform in accordance with applicable specifications provided by Seller to Buyer for ninety (90) days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download. All prices are based upon the exclusive limited warranty stated above, and upon the following disclaimer: EXEMPTION CLAUSE; DISCLAIMER OF WARRANTY, CONDITION, AND REPRESENTATIONS, REPRESENTATIONS; THIS WARRANTY IS THE SOLE AND ENTIRE WARRANTY, CONDITION, AND REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO DESIGN, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR FAULT-TOLERANT, OR THAT BUYER'S USE THEREOF WILL BE SECURE OR UNINTERRUPTED, UNLESS OTHERWISE AUTHORIZED IN WRITING BY SELLER, THE SOFTWARE SHALL NOT BE USED IN CONNECTION WITH HAZARDOUS OR HIGH-RISK ACTIVITIES OR ENVIRONMENTS. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED "AS IS".

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

6. LIMITATION OF LIABILITY. IN THE EVENT OF A BREACH OF WARRANTY, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE THE NON-CONFORMING PRODUCTS, RE-PERFORM THE SERVICES, OR REFUND THE PURCHASE PRICE PAID WITHIN A REASONABLE PERIOD OF TIME. IN NO EVENT IS SELLER LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ANY LOSS OF REVENUE OR PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.

7. Confidential Information. Buyer acknowledges and agrees that Confidential Information has been and will be received in confidence and will remain the property of Seller. Buyer further agrees that it will not use Seller's Confidential Information for any purpose other than for the benefit of Seller and shall return all such Confidential Information to Seller within thirty (30) days upon request.

8. Loss to Buyer's Property. Buyer's Property will be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer ordering the Products manufactured using Buyer's Property. Also, Seller shall not be responsible for any loss or damage to Buyer's Property while it is in Seller's possession or control.

9. Special Tooling, Seller may impose a tooling charge for any Special Tooling. Special Tooling shall be and remain Seller's property. In no event will Buyer acquire any interest in the Special Tooling, even if such Special Tooling has been specially converted or adapted for manufacture of Goods for Buyer and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller has the right to alter, discard or otherwise dispose of any Special Tooling or other property owned by Seller in its sole determination at any time.

10. Security Interest. To secure payment of all sums due from Buyer, Seller retains a security interest in all Products delivered to Buyer and, Buyer's acceptance of these Terms is deemed to be 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 Seller's security interest.

11. User Responsibility. Buyer, through its own analysis and testing, is solely responsible for making the final selection of the Products and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. Buyer must analyze all aspects of the application and follow applicable industry standards, specifications, and any technical information provided with the Quote or the Products, such as Seller's instructions, guides and specifications. If Seller provides options of or for Products based upon data or specifications provided by Buyer, Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event Buyer is not the end-user on the Products, Buyer with this paragraph.

12. Use of Products, Indemnity by Buyer. Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides or specifications, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, intellectual property infringement or any other claim, arising out of or in connection with: (a) improper selection, design, specification, application, or any misuse of Products, (b) any act or omission, negligent or otherwise, of Buyer, (c) Seller's use of Buyer's Property. (d)

damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms, including any legal or administrative proceedings, collection efforts, or other actions arising from or relating to such failure to comply. Seller shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

13. Cancellations and Changes. Buyer may not cancel or modify, including but not limited to movement of delivery dates for the Products, any order for any reason except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harm-less against all direct, incidental and consequential loss or damage and any additional expense. Seller, at any time, may change features, specifications, designs and availability of Products.

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

15. Force Majeure. Seller is not liable for delay or failure to perform any of its obligations by reason of any events or circumstances beyond its reasonable control. Such circumstances include without limitation: accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, cyber related disruptions, cyber attacks, ransomware sabotage, delays or failures in delivery from carriers or suppliers, shortages of materials, sudden increases in the price of raw materials or components, shutdowns or slowdowns affecting the supply of raw materials or components, or the transportation thereof, oil shortages or oil price increases, energy crisis, energy or fuel interruption, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, embargoes, fire or any reason whether similar to the foregoing or otherwise. Seller will resume performance as soon as practicable after the event of force majeure and rescheduled for mutually agreed dates as soon as practicable after the event of force majeure asses to exist. The right to allocate capacity is in the Seller's sole discretion. An event of force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or sub-contractors. An event of force majeure, even where that circumstances beyond Seller's control that permanently or temporarily inders performance, even where that circumstance was already foreseen. Buyer shall not be entitled to come one event of force majeure.

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

17. Duration. Unless otherwise stated in the Quote, any agreement governed by or arising from these Terms shall: (a) be for an initial duration of one (1) year; and (b) shall automatically renew for successive one-year terms unless terminated by Buyer with at least 180-days written notice to Seller or if Seller terminates the agreement pursuant to Section 19 of these Terms.

18. Termination. Seller may, without liability to Buyer, terminate any agreement governed by or arising from these Terms for any reason and at any time by giving Buyer thirty (30) days prior written notice. Seller may immediately terminate, in writting, if Buyer, (a) breaches any provision of these Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee, receiver or custodian for all or any part of Buyer's property,(d) files a petition for relief in bankrupty on its own behalf, or one is file dagainst Buyer by a third party, (e) makes an assignment for the benefit of creditors, or (f) dissolves its business or liquidates all or a majority of its assets.

19. Ownership of Rights. Buyer agrees that (a) Seller (and/or its affiliates) owns or is the valid licensee of Seller's IP and (b) the furnishing of information, related documents or other materials by Seller to Buyer does not grant or transfer any ownership interest or license in or to Seller's IP to Buyer, unless expressly agreed in writing. Without limiting the foregoing, Seller retains ownership of all Software supplied to Buyer. In no event shall Buyer obtain any greater right in and to the Software than a right in a license limited to the use thereof and subject to compliance with any other terms provided with the Software. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any Software (including firmware) comprising or contained within a Product, except and not to the task of the applicable law or, in the case of open source license.

20. Indemnity for Infringement of Intellectual Property Rights. Seller is not liable for infringement of any Intellectual Property Rights except as provided in this Section. Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on a third-party claim that one or more of the Products infringes the Intellectual Property Rights of a third party in the country of delivery of the Products by Seller to Buyer. Seller's obligation to defend and indemnity Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of any such claim, and Seller having sole control over the defense of the claim including all negotiations for settlement or compromise. If one or more Products is subject to such a claim, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Products, replace or modify the Products to render them non-infringing, or offer to accept return of the Products and returd the purchase price less a reasonable allowance for depreciation. Seller has no obligation or use in a system of any Products for which the designs are specified in whole or part by Buyer; is olicit and exclusive fullity of may claim of any Products. The foregoing provisions of this Section constitute Seller's sole and exclusive testion constitutes Seller's sole and exclusive testion constitutes Seller's sole and exclusive testion constitutes.

21. Governing Law. These Terms, the terms of any Quote, and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Ohio, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to the sale and delivery of the Products.

22. Entire Agreement. These Terms, along with the terms set forth in the Quote, forms the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale and purchase. In the event of a conflict between any term set forth in the Quote and these Terms, the terms set forth in the Quote shall prevail. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter shall have no effect. No modification to these Terms will be binding on Seller unless agreed to in a writing that is signed by an authorized representative of Seller, excluding email correspondence, 'clickwrag' or other purported electronic assent to different or additional terms. Sections 2-25 of these Terms shall survive termination or cancellation of any agreement governed by or arising from these Terms.

23. No 'Wrap' Agreements/No Authority to Bind. Seller's clicking any buttons or any similar action, such as clicking "I Agree" or 'Confirm,' to utilize Buyer's software or webpage for the placement of orders, is NOT an agreement to Buyer's Terms and Conditions. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS THE AUTHORITY TO BIND SELLER BY THE ACT OF CLICKING ANY BUTTON OR SIMILAR ACTION ON BUYER'S WEBSITE OR PORTAL.

24. Compliance with Laws. Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the U.S. Anti-Kickback Act (1<sup>-</sup>/Likkback Act (1<sup>-</sup>/Likkbackack Act (1<sup>-</sup>/Likkba



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