

Chelsea PTO 210 Parts Manual

Pro Gear and Transmission presents Chelsea 210 Series PTO parts manual to assist in identifying the parts for your Chelsea Power Take Off unit.

If you need any assistance identifying the correct Power Take Off unit for your truck and equipment, contact your Chelsea replacement part specialists at Pro Gear and Transmission.

Pro Gear stocks every part for your Parker Chelsea PTO including: PTO housings, mounts, driveshafts, gears, bearings, gaskets, cable shift cover assembly, post and plate assembly, brackets, stud kits, seal kits, lever control assembly, air shift cover assembly, direct mount pump conversion kits, stud kits including English and metric references, CAT D&H parts and much more.

Pro Gear Transmission has same day shipping and 1000's of products in stock and ready to ship internationally for your next project.

For parts or service contact the Chelsea specialists at Pro Gear & Transmission, Inc.

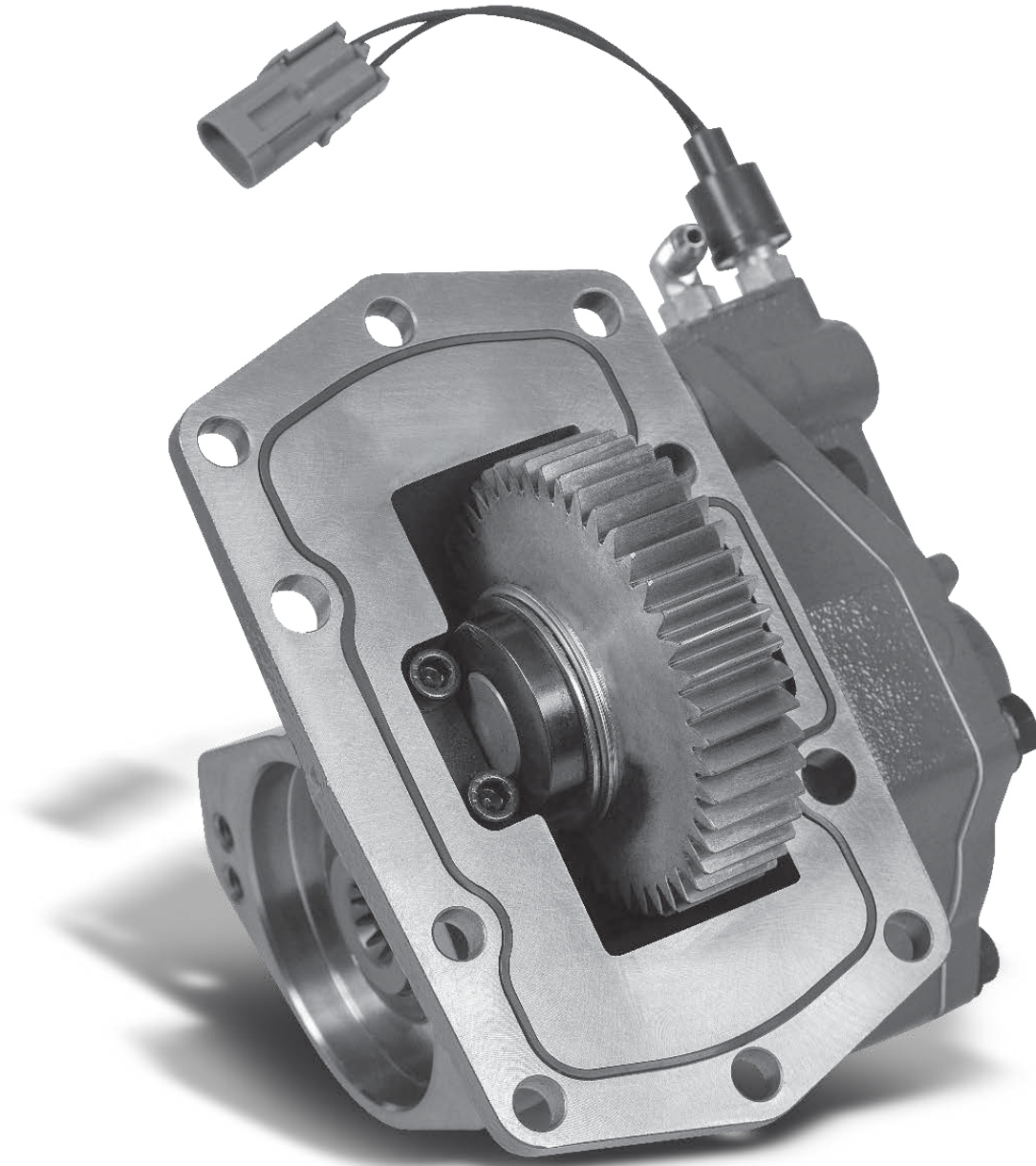
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Effective: September 15, 2020



Power Take-Offs Parts List

210 Series



ENGINEERING YOUR SUCCESS.

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This document and other information from Parker Hannifin Corporation, its subsidiaries and authorized distributors provide product or system options for further investigation by users having technical expertise.

The user, through its own analysis and testing, is solely responsible for making the final selection of the system and components 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, follow applicable industry standards, and follow the information concerning the product in the current product catalog and in any other materials provided from Parker or its subsidiaries or authorized distributors.

To the extent that Parker or its subsidiaries or authorized distributors provide component or system options based upon data or specifications provided by the user, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the components or systems.

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



WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

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Olive Branch, MS 38654 USA

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 w/ EOC (SK-656 Rev B)12-13

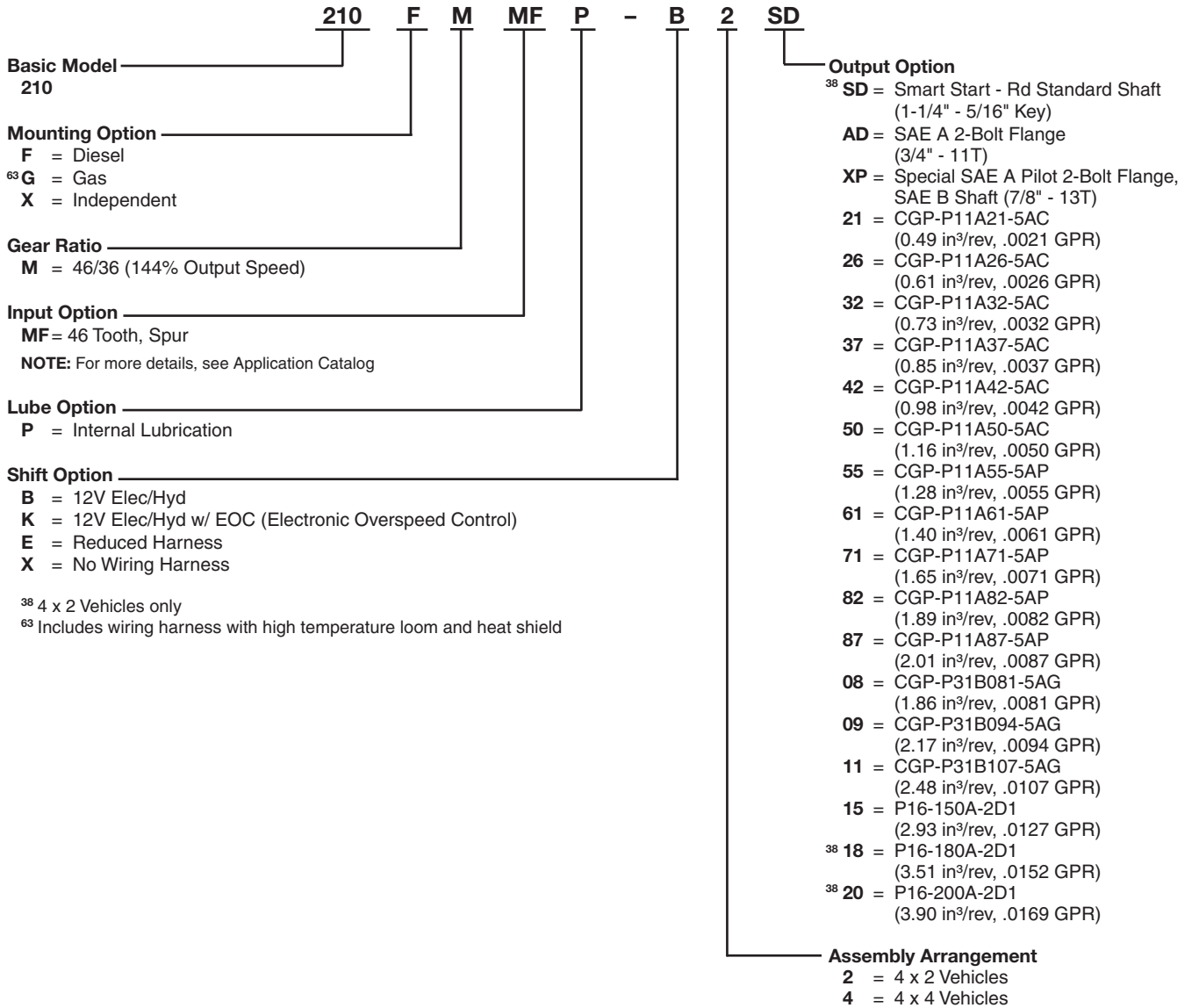
Kit Bill of Materials..... 14

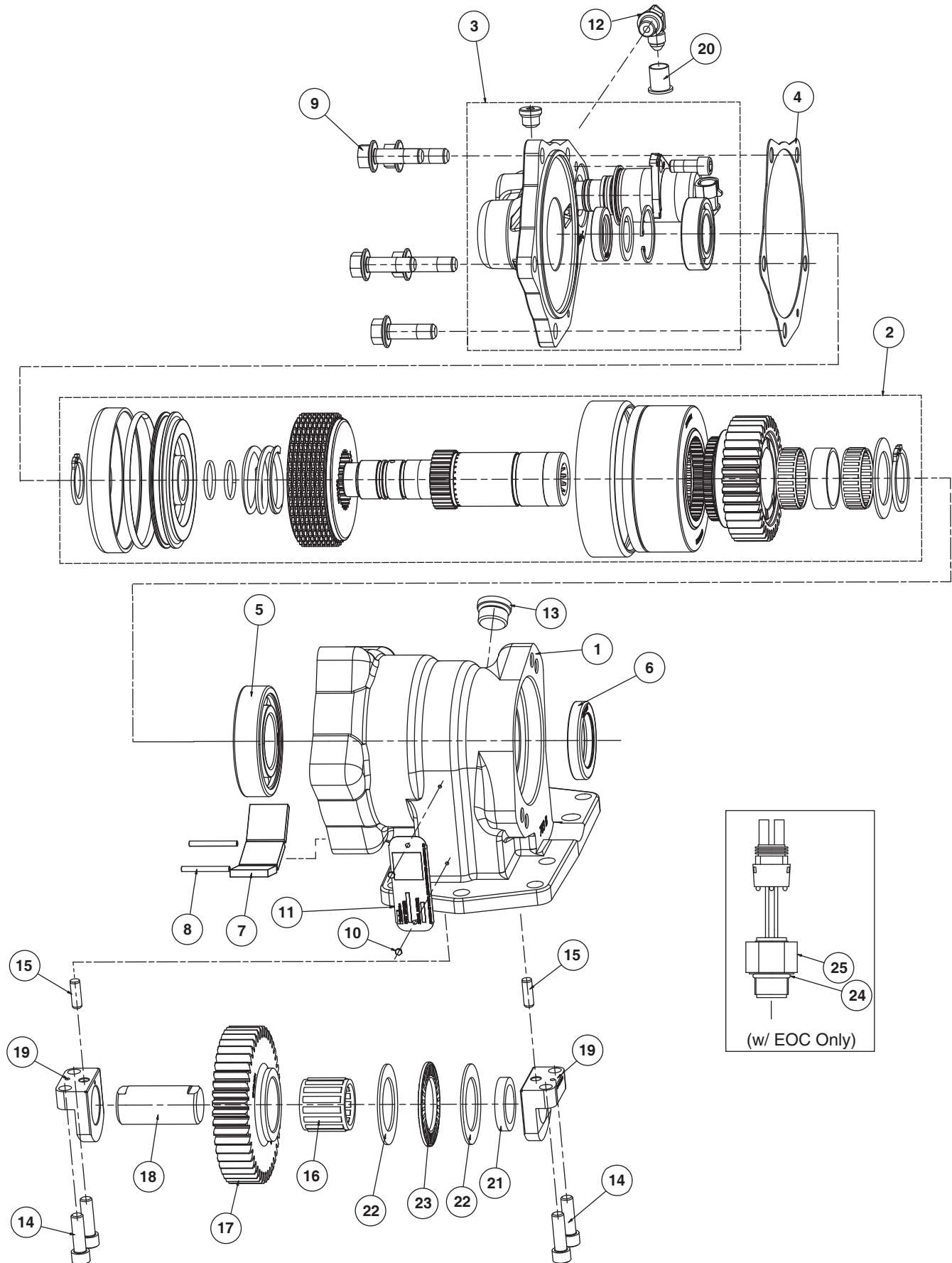
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Model Number Designator





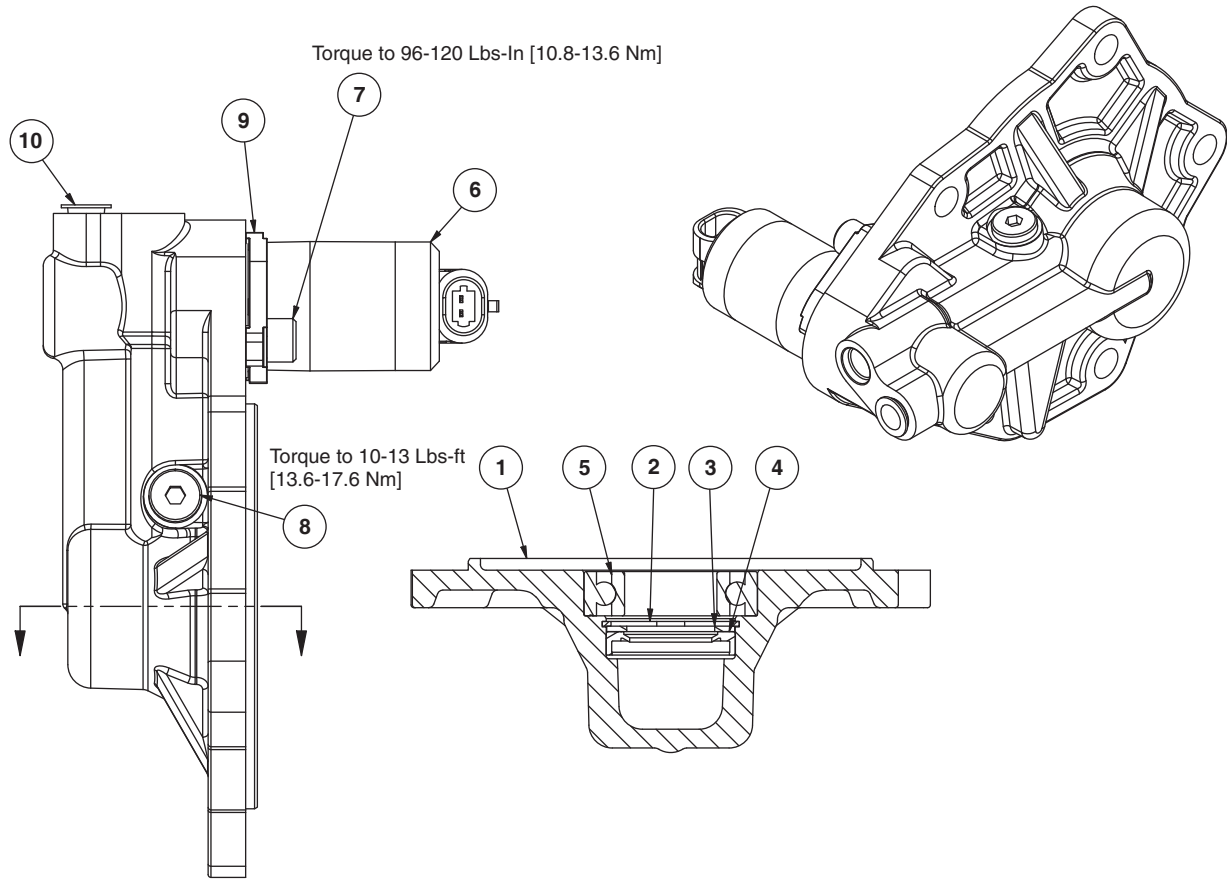
Bill of Materials

Item	Part Number	Description	Qty.
1	1-P-783	Housing	1
2	See Page 6	Output Ass'y	1
3	330011X	Valve Cap Ass'y (See Page 4).....	1
4	22-P-152	Valve Cap Gasket.....	1
5	550010	Ball Bearing (1.378" x 2.835" x .669")	1
6	28-P-225	Oil Seal (2.004" x 1.375" x .315)	1
7	380682	Magnet Block (F and X Mount Only)	3
8	500595-16	Slotted Spring Pin (.125" x 1.250") (F and X Mount Only).....	2
9	380563-12	.375"-16 x 1.250" Hex Flat Head Capscrew (9/16" Hex)	5
10	378422	Drive Screw	2
11	68-P-51	Name Plate.....	1
12	379486	90° Elbow (.438"-20)	1
13	380664	.750"-16 Socket Hex Plug (5/16" Socket) (w/o EOC Only)	1
14	378447-6	.312"-18 x 1.000" Socket Head Capscrew (1/4" Socket)	4
15	380667	Dowel Pin (.250" x .750").....	2
16	561097	Needle Bearing (25mm x 35mm x 30mm).....	1
17	5-P-1597	Input Gear.....	1
18	9-P-129	Idler Shaft (.984")	1
19	21-P-898	Input Saddle	2
20	379564-2	Thread Cap (.438").....	1
21	14-P-94	Input Bearing Spacer.....	1
22	31-P-90	Thrust Washer (1.382" x 2.042" x .062")	2
23	378769	Thrust Bearing (1.375" x 2.000" x .125")	1
24	28-P-171	O-Ring (.644" x .087") (w/ EOC Only)	1
25	379243	Speed Sensor (w/ EOC Only).....	1
N.S.	500007-29	Woodruff Key (SD Output Only)	1
		See page 14 for Bill of Materials for the below loose parts.	
		LOOSE PARTS	
	379504	Reduced Wiring Harness (E Shift Only)	
	75-P-39	Wiring Harness (B Shift, Gas Only)	
	329616X	Wiring Harness (B Shift, Diesel Only)	
	329617X	Wiring Harness (K Shift Only)	
	329650X	Speed Limiter Ass'y (K Shift Only)	
	330007-1X	Seal and Label Owner's Manual Kit (Included in 330008X)	
	330007-2X	Integration Kit (Included in 330008X)	
	330007-3X	Heat Shield Kit (Gas Only)	
	330008X	Complete Installation Kit	
	8000-50X	Mounting Kit (Included in 330008X)	
		SERVICE PARTS	
	28-P-397	Mounting Seal	
	330009-1X	Gasket and Seal Service Kit	
	330009-2X	Bearing Service Kit	
	330009-3X	Clutch Service Kit	
N.S. – Not Shown			

NOTE: Any 210G built before SN 02450000 uses same construction as F and X mounts

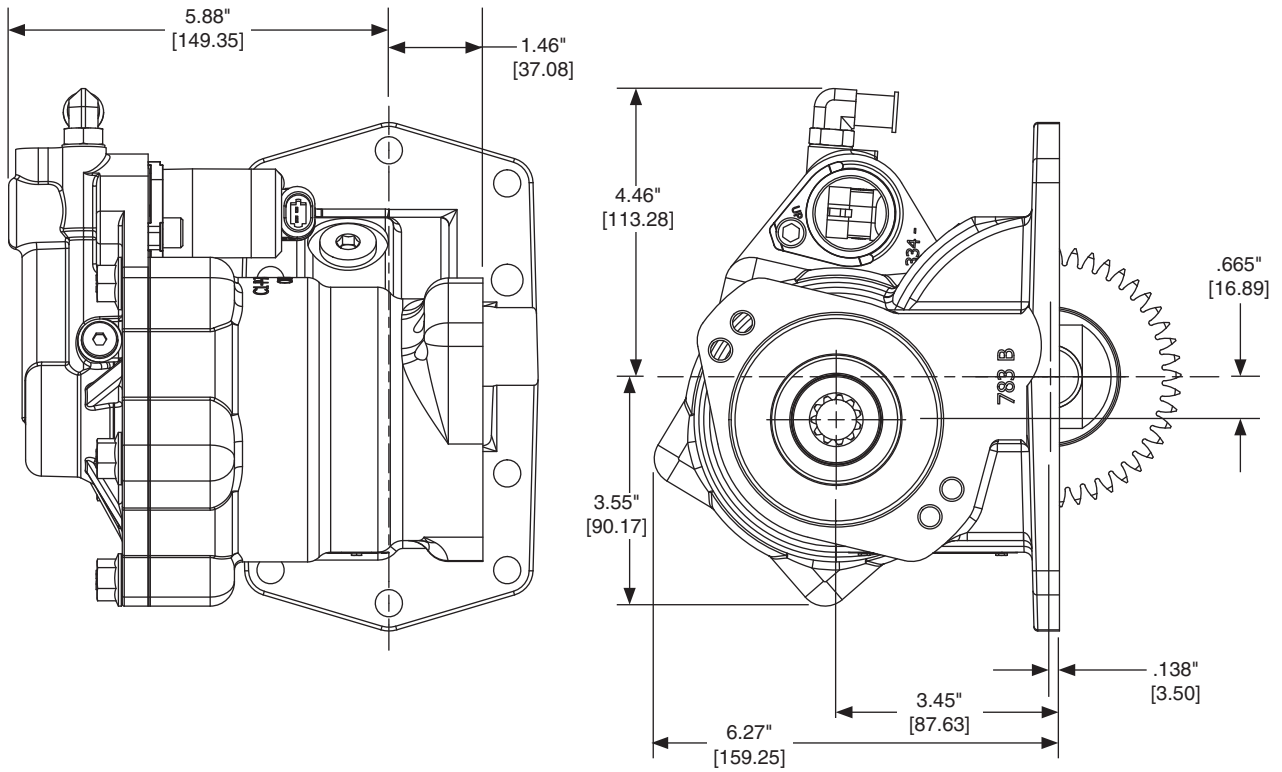


Valve Cap Assembly – 330011X



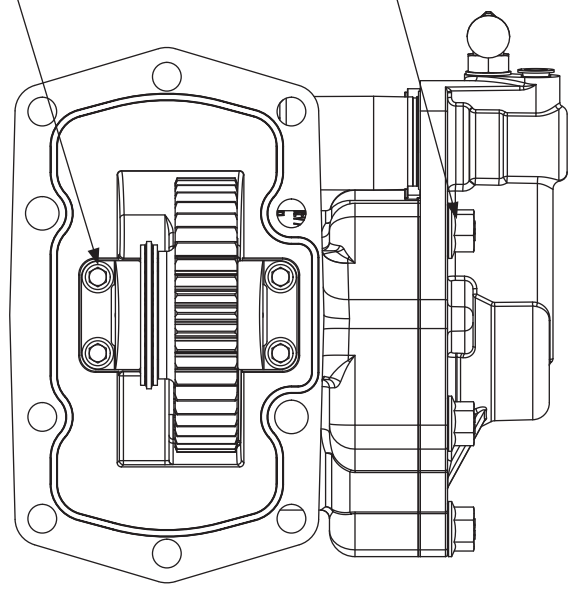
Item	Part Number	Description	Qty.
1	34-P-334	Valve Cap	1
2	378849	Lockring	1
3	378811	Seal Backup Plate	1
4	28-P-119	Oil Seal (1.379" x .875" x .250")	1
5	561031	Ball Bearing (.984" x 1.850" x .472")	1
6	380123-12	12V Cartridge Valve Non Regulating (includes 380124 Hold Down Clamp)	1
7	378447-4	1/4" Socket Head Capscrew (.312"-18 x .750")	1
8	379484	O-Ring Plug Boss (.438"-20)	1
9	380124	Hold Down Clamp.....	1
10	500897-5	Shipping Plug	1

PTO Housing Dimensions

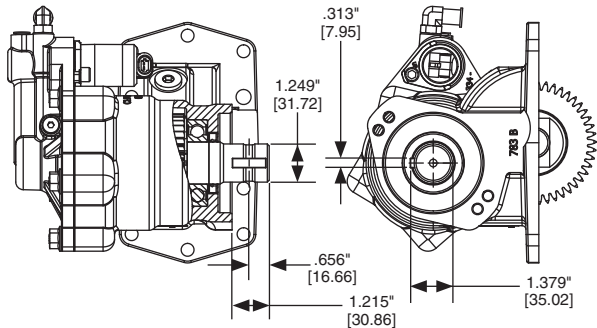


Torque to 24-28 Lbs-ft
 [33-38 Nm]

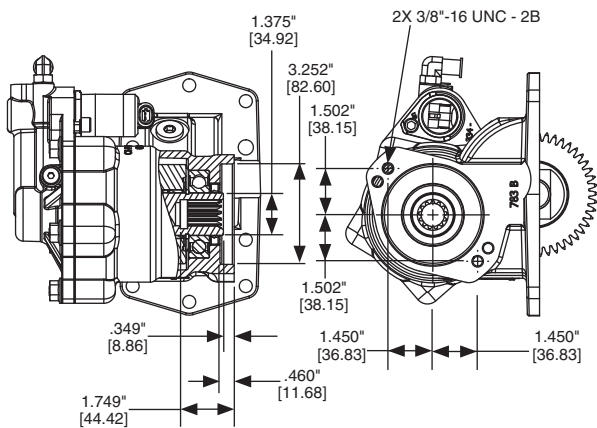
Torque to 24-28 Lbs-ft
 [33-38 Nm]



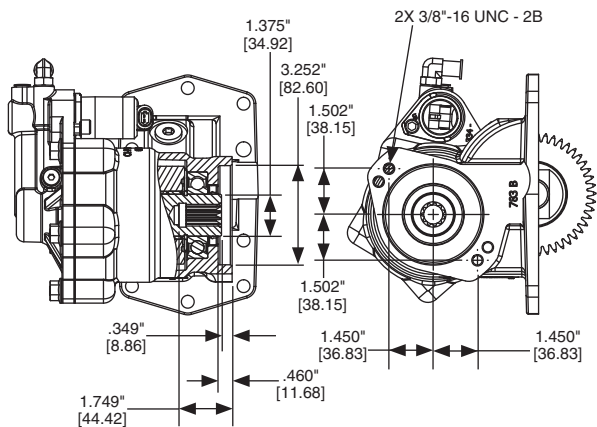
Bill of Materials – Driveline and Pump Mount



SD Output Option Smart Start - Round Standard Shaft (5/16" x 1-1/4")		
Part Number	Description	Qty.
330010-1X	F & X Mount Drive Shaft & Clutch Assembly.....	1 or
330010-4X	G Mount Drive Shaft & Clutch Assembly.....	1
3-P-1199	Output Shaft	1
500007-29	Woodruff Key	1



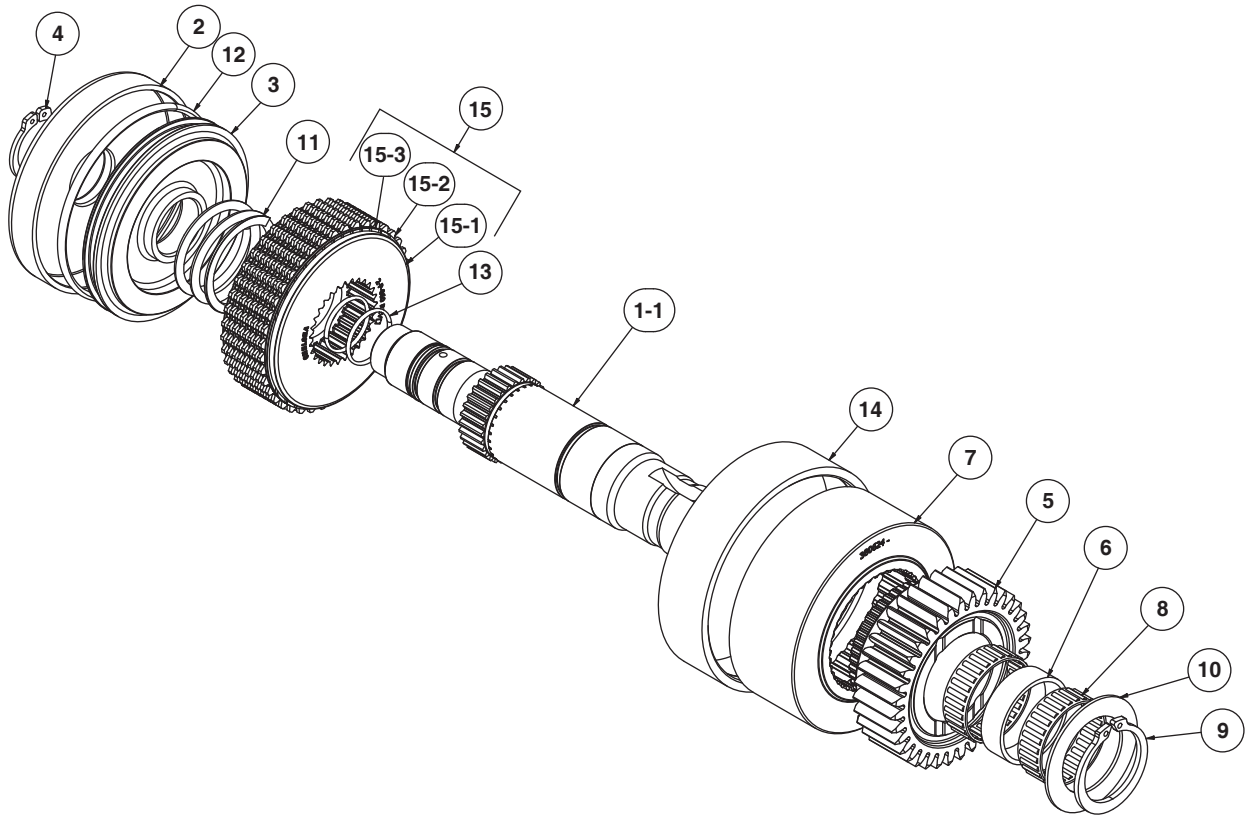
XP Output Option SAE A 2-Bolt Flange, SAE B Shaft (7/8" - 13T)		
Part Number	Description	Qty.
330010-3X	F & X Mount Drive Shaft & Clutch Assembly.....	1 or
330010-6X	G Mount Drive Shaft & Clutch Assembly.....	1
3-P-1198	Output Shaft	1



AD Output Option SAE A 2-Bolt Flange, SAE 19-4 Shaft (3/4" - 11T)		
Part Number	Description	Qty.
330010-2X	F & X Mount Drive Shaft & Clutch Assembly.....	1 or
330010-5X	G Mount Drive Shaft & Clutch Assembly.....	1
3-P-1197	Output Shaft	1

NOTE: Any 210G built before SN 02450000 used same construction as F and X mounts

Drive Shaft & Clutch Assembly – 330010-*X

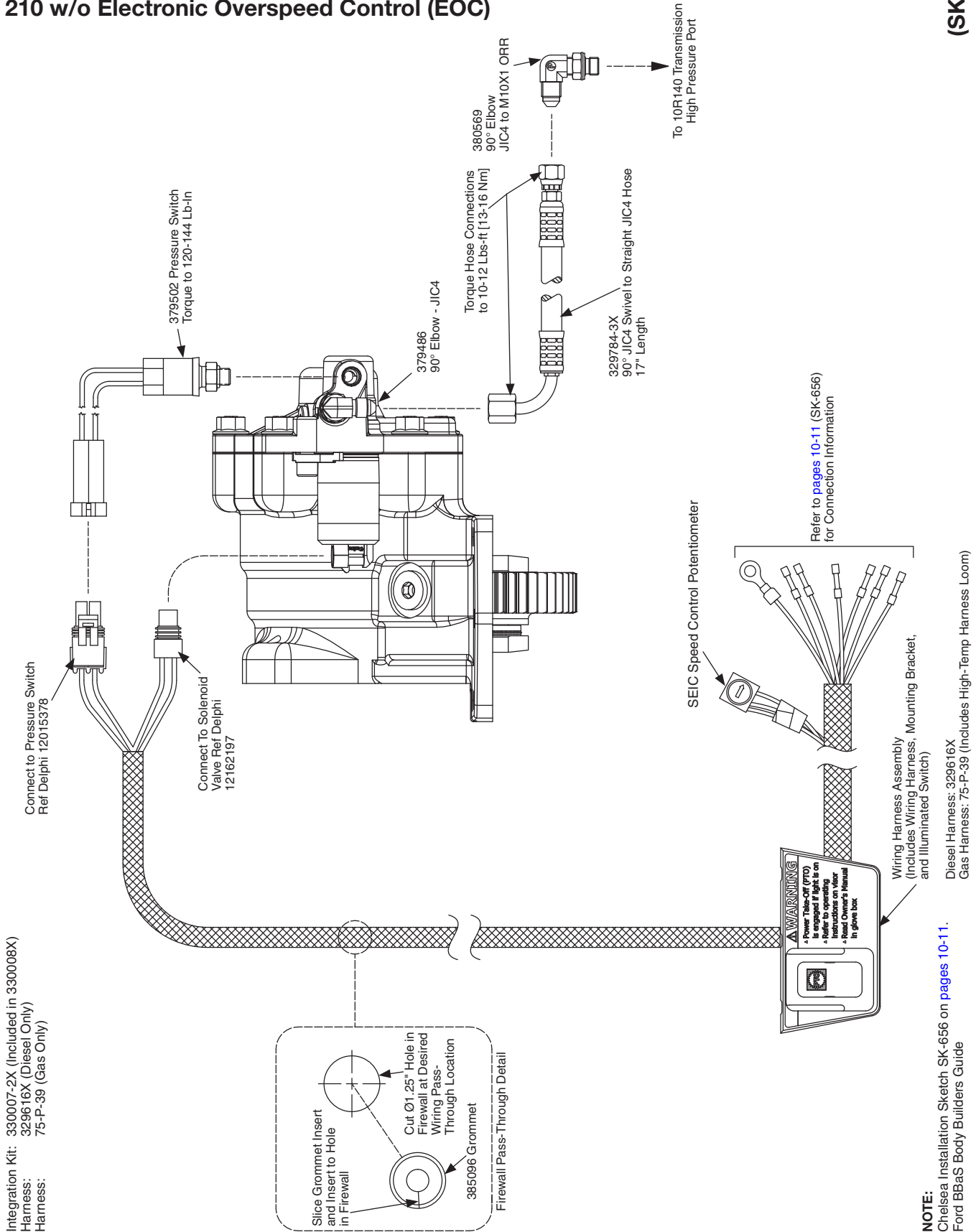


Item	Part Number	Description	Qty.
1-1	3-P-1199	SD Output Shaft (1.25" Keyed w/ Smart Start) (330010-1X & 330010-4X).....	1 or
	3-P-1197	AD Output Shaft (3/4" - 11T) (330010-2X & 330010-5X)	1 or
	3-P-1198	XP Output Shaft (7/8" - 13T) (330010-3X & 330010-6X)	1
2	380062	Clutch Cylinder	1
3	380063	Clutch Piston	1
4	379693	Lockring.....	1
5	2-P-987	Output Gear.....	1
6	14-P-91	Spacer (1.400" x 1.555" x .440")	1
7	380624	Bell Gear.....	1
8	562000	Needle Bearing (35mm x 40mm x 13mm).....	2
9	378576	Lockring.....	1
10	31-P-90	Thrust Washer (1.382" x 2.042" x .062")	1
11	37-P-56	Spring (1.75" x 1.51")	1
12	28-P-288	O-Ring (3.234" x .139")	1
13	28-P-289	O-Ring (.864" x .070")	2
14	380683	Eddy Ring (330010-1X, -2X, -3X Only)	1
15	329989X	Clutch Kit (Includes items 15-1,15-2, and 15-3)	1
15-1	2-P-860	Output Gear.....	(1)
15-2	380625	Clutch Plate	(8)
15-3	379691	Friction Disc.....	(9)



Wiring Installation (Shift Option B)
Super Duty F-250/350/450/550/600 – MY2020
210 w/o Electronic Overspeed Control (EOC)

(SK-658)

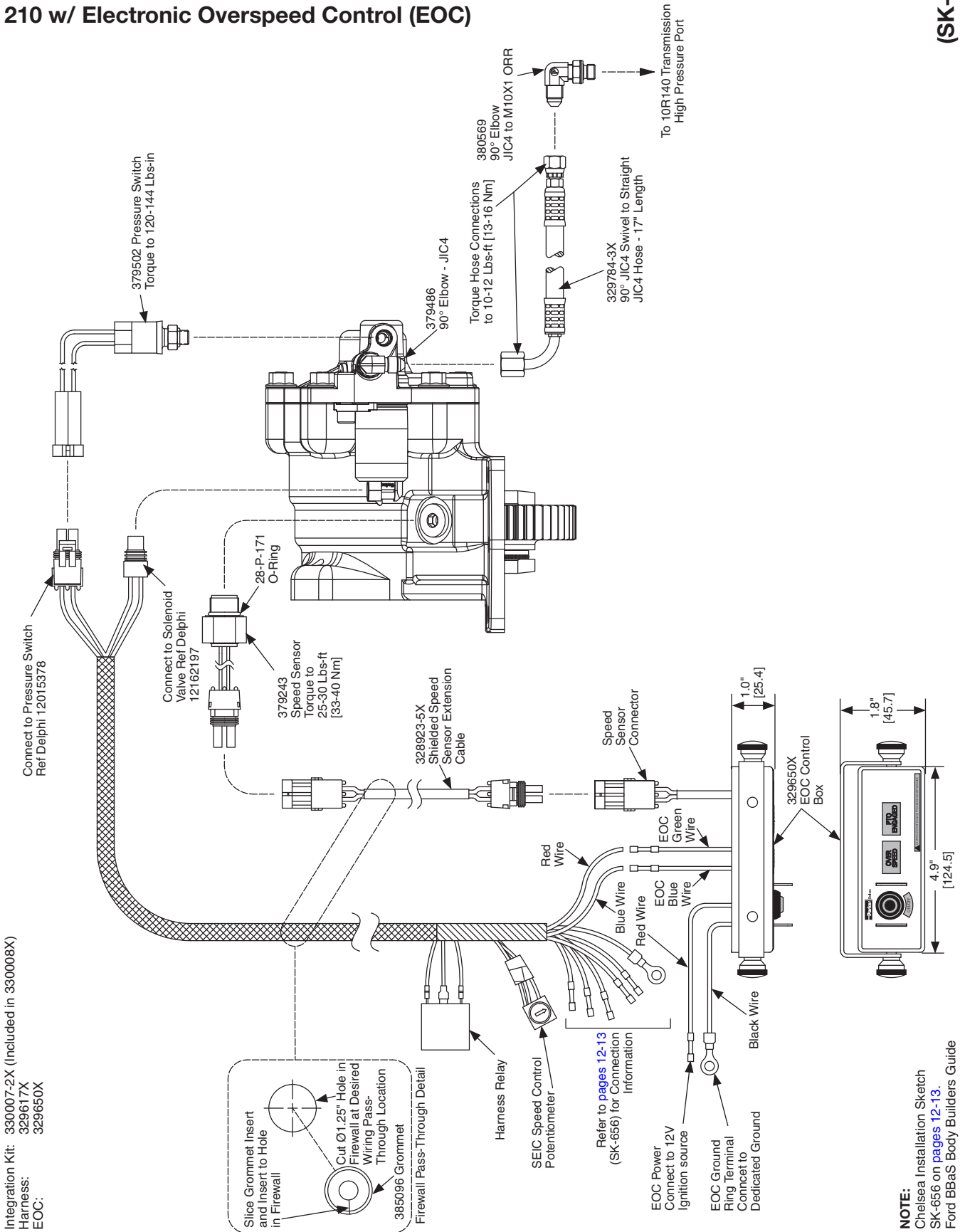


Integration Kit: 330007-2X (Included in 330008X)
 Harness: 329616X (Diesel Only)
 Harness: 75-P-39 (Gas Only)

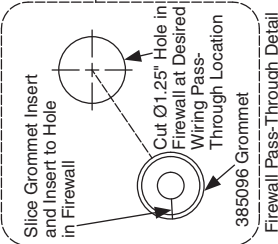
NOTE:
 Chelsea Installation Sketch SK-656 on pages 10-11.
 Ford BBaS Body Builders Guide

Wiring Installation (Shift Option K)
Super Duty F-250/350/450/550/600 – MY2020
210 w/ Electronic Overspeed Control (EOC)

(SK-660)



Integration Kit: 330007-2X (Included in 330008X)
 Harness: 329617X
 EOC: 329650X

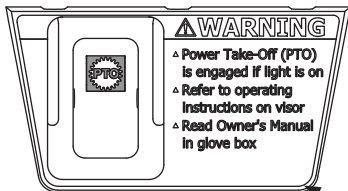
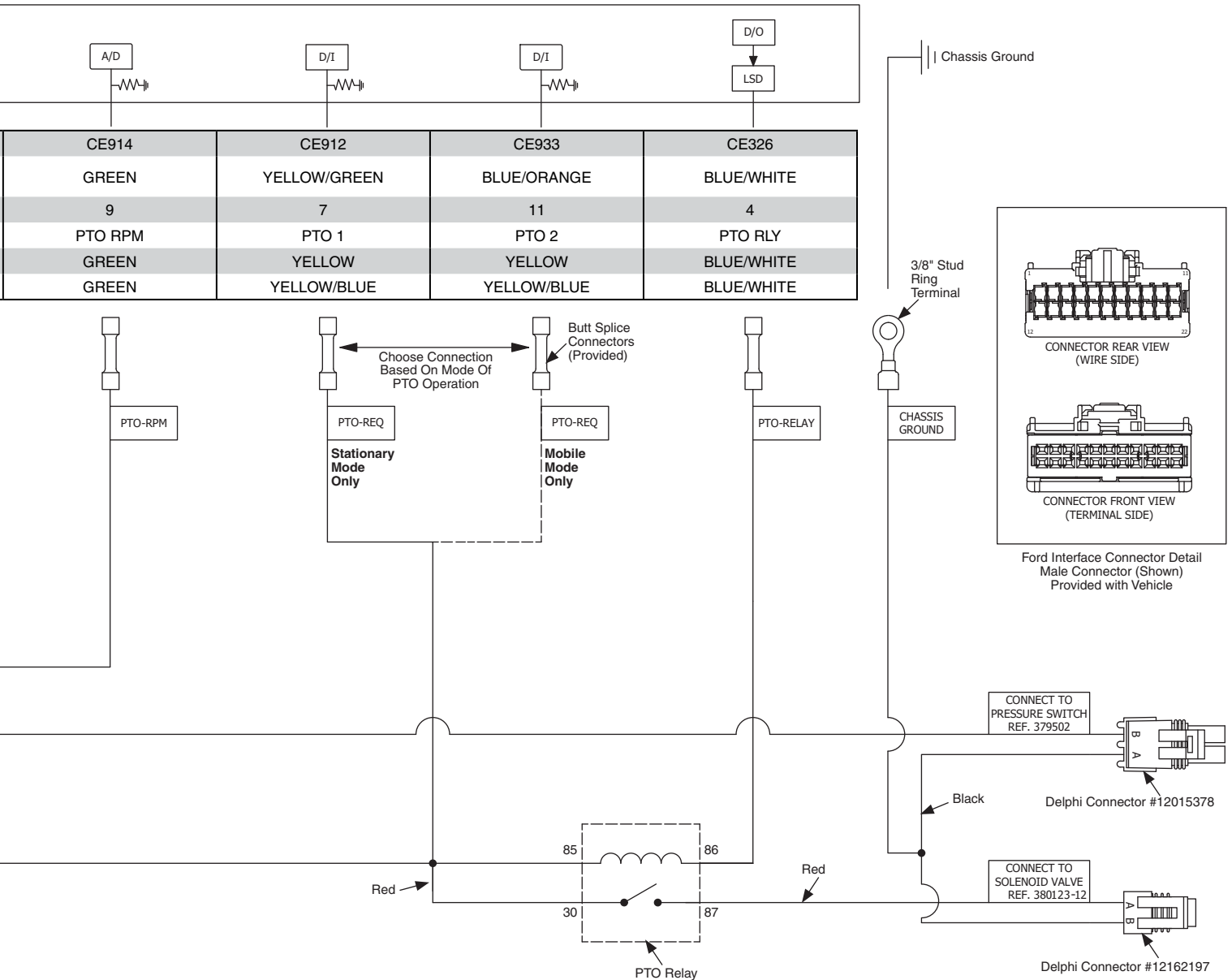


Refer to pages 12-13 (SK-656) for Connection Information

NOTE:
 Chelsea Installation Sketch SK-656 on pages 12-13.
 Ford BBaS Body Builders Guide

Wiring Chart PTO to Ford (Continued)
Super Duty F-250/350/450/550/600 – MY2020
210 Diesel / Gas w/o Electronic Overspeed Control (EOC)

(SK-656 Rev B)

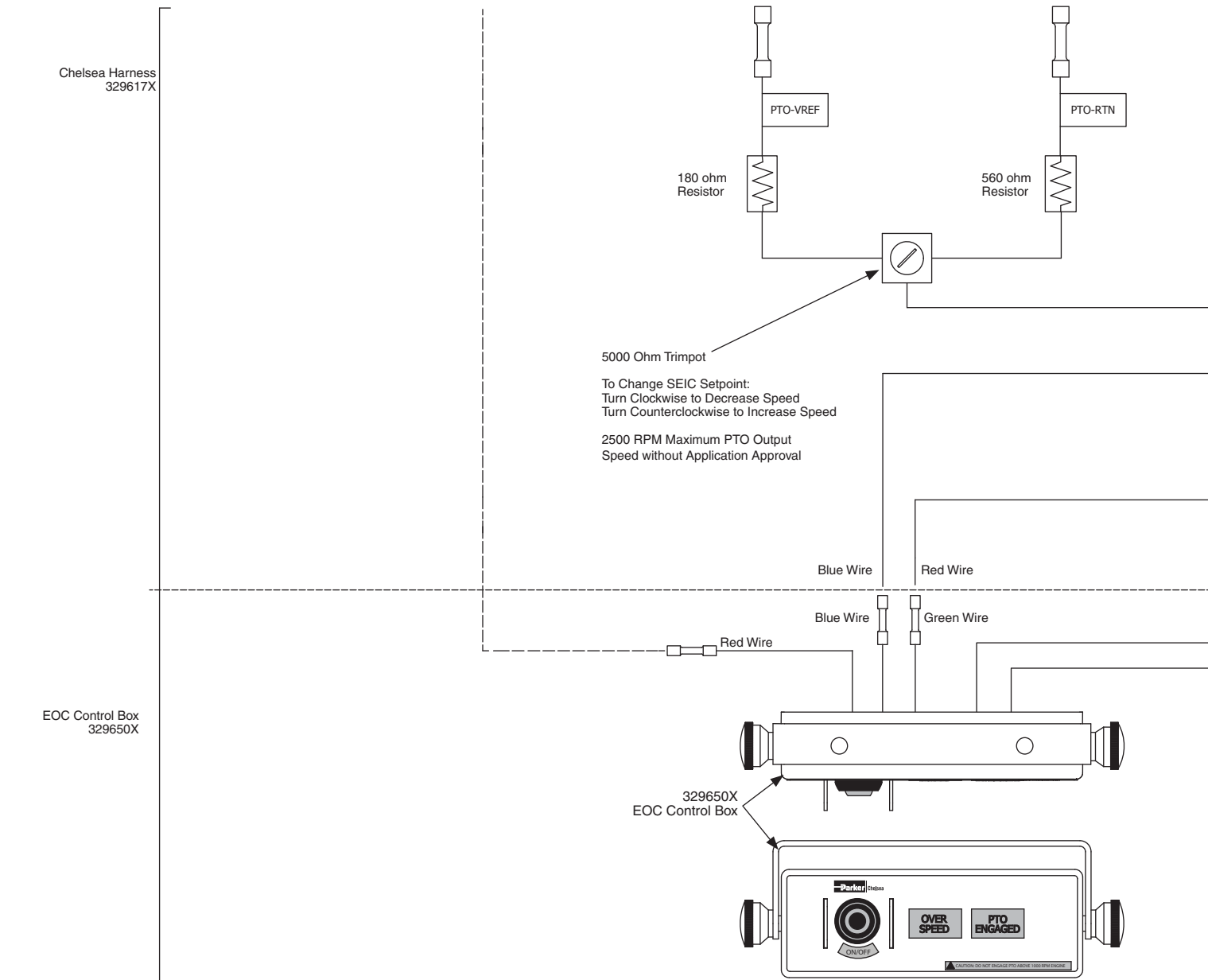


- NOTES:**
- 1) All Chelsea Harness Wire is 18 Awg
 - 2) Potentiometer is Preset to Furthest Clockwise Position (Minimum Speed)
 - 3) Relay is Secured to Reverse of Bracket (Non EOC Only)
 - 4) Refer to Ford SVE Bulletin Q-256

Wiring Chart PTO to Ford
Super Duty F-250/350/450/550/600 – MY2020
210 Diesel / Gas w/ Electronic Overspeed Control (EOC)

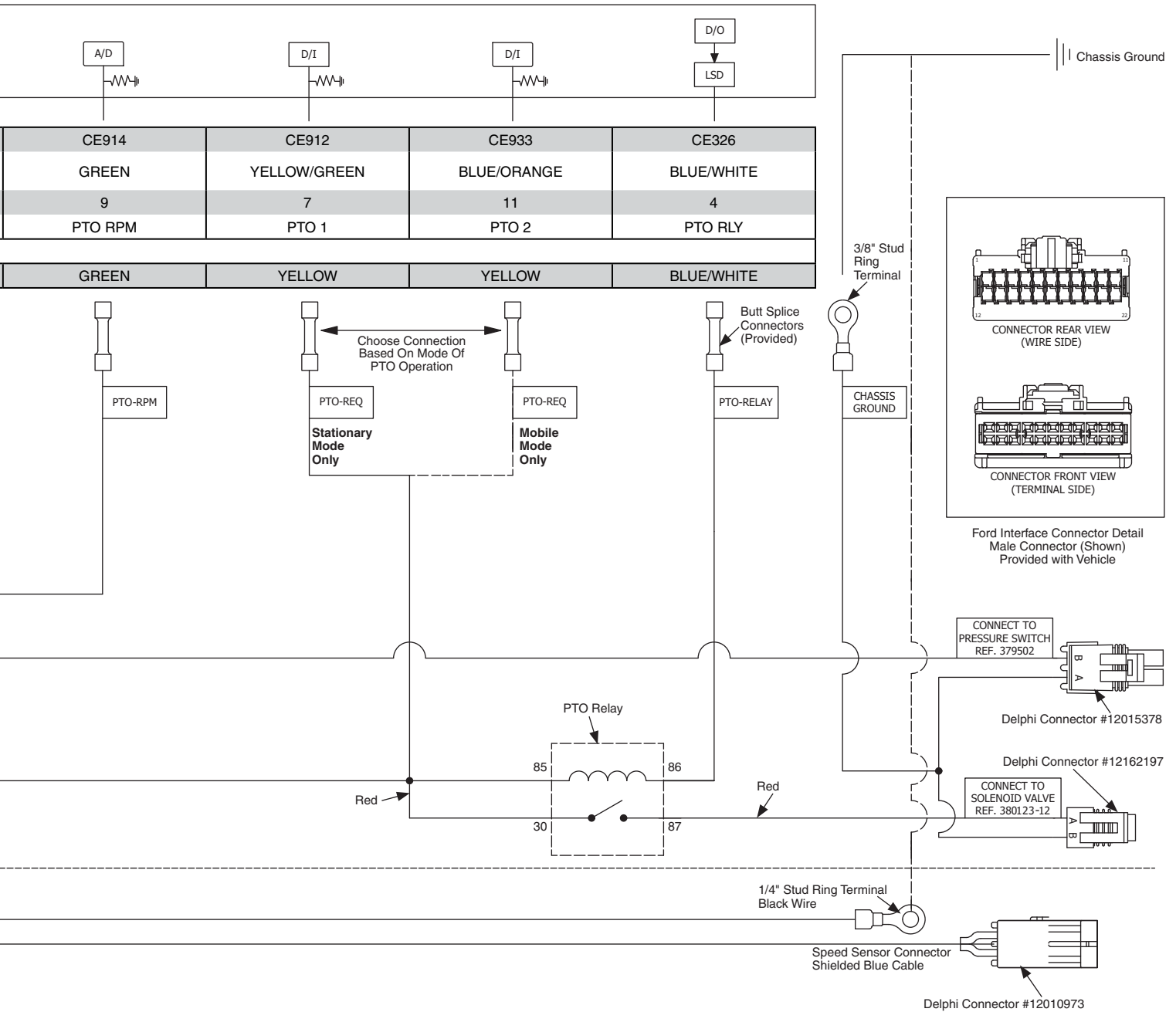
(SK-656 Rev B)

Ford Chassis	Ignition Hot-In-Run	Power Control Module (PCM)	
		5VDC	D/I
FORD CIRCUIT NUMBER	CBP22	LE434 (DIESEL) / LE424 (GAS)	RE327 (DIESEL) / RE407 (GAS)
FORD WIRE COLOR	GREEN/ORANGE	WHITE/BROWN (DIESEL) YELLOW/GREEN (GAS)	GRAY/VIOLET (DIESEL) YELLOW/VIOLET (GAS)
FORD INTERFACE CONNECTOR PIN	2	10 (DIESEL) / 18 (GAS)	6 (DIESEL) / 16 (GAS)
FORD CIRCUIT DESCRIPTION	12V	DIESEL/GAS PTO REF	DIESEL/GAS PTO RTN
CHELSEA EOC HARNESS WIRE COLOR	RED	WHITE	GRAY



Wiring Chart PTO to Ford (Continued)
Super Duty F-250/350/450/550/600 – MY2020
210 Diesel / Gas w/ Electronic Overspeed Control (EOC)

(SK-656 Rev B)



- NOTES:**
- 1) All Chelsea Harness Wire is 18 Awg
 - 2) Potentiometer is Preset to Furthest Clockwise Position (Minimum Speed)
 - 3) Relay is Secured to Reverse of Bracket (Non EOC Only)
 - 4) Refer to Ford SVE Bulletin Q-256

Part Number	Description	Qty.
INSTALLATION KITS		
330008X	Installation Kit	
330007-1X	Seal and Label Owner's Manual Kit.....	1
330007-2X	Integration Kit	1
8000-50X	Mounting Kit.....	1
330007-1X	Seal and Label Owner's Manual Kit	
328946X	Caution Label Kit	1
379085-2	PTO Instruction Decal	1
379624	Product Warranty Card	1
69-P-21	Caution Label	1
28-P-397	Mounting Seal.....	1
Owner's Manual	HY25-1400-M1/US	1
Safety Guide	HY25-1002-M1/US	1
330007-2X	Integration Kit	
379502	Pressure Switch.....	1
380569	90° Elbow (M10-JIC4)	1
385096	Grommet.....	1
329784-3X	Hose Ass'y (17").....	1
8000-50X	Mounting Kit	
379451	Pilot Screw.....	2
380666	Bushing Dowel (M10 x 15mm)	2
380659	Capscrew (M10-1.5 x 30mm)	8
SK-657	Mounting Installation Card.....	1
329616X	Wiring Harness (Diesel Only).....	1
75-P-39	Wiring Harness (Gas Only).....	1
330007-3X	Heat Shield Kit	
329931-1	Straight Heat Shield.....	1
329931-2	Elbow Heat Shield	2
329931-3	Stainless Steel Cable Tie.....	12
329617X	Wiring Harness (K Shift Only w/ EOC).....	1
329650X	Speed Limiter Assembly (K Shift Option)	
328923-10X	Speed Sensor Cable - 10 ft	1
	.250"-20 NC Hex Bolt x 1" Lg.....	2
	.250" Flat Washer	2
	.250" Lock Washer.....	2
	.250" Hex Nut	2
Owners Manual	HY25-1650-M1/US (5.50" x 7.50")	1
20071-3	EOC Unit (NSS).....	1

Part Number	Description	Qty.
SERVICE KITS		
330009-1X	Gasket and Seal Service Kit	
22-P-152	Valve Cap Gasket	1
28-P-225	Oil Seal (2.004" x 1.375" x .315")	1
28-P-119	Oil Seal (1.379" x .875" x .250")	1
28-P-288	O-Ring (3.234" x .139")	1
28-P-289	O-Ring (.864" x .070")	2
379693	Lockring	1
28-P-397	Mounting Seal.....	1
28-P-171	O-Ring (.644" x .087")	1
379484	O-Ring Boss Plug (.438"-20)	1
330009-2X	Bearing Service Kit	
550010	Ball Bearing (1.378" x 2.835" x .669")	1
561097	Needle Bearing (25mm x 35mm x 30mm).....	1
562000	Needle Bearing (35mm x 40mm x 13mm).....	2
561031	Ball Bearing (.984" x 1.850" x .472")	1
378769	Thrust Bearing (1.375" x 2.000" x .125")	1
31-P-90	Thrust Washer (1.38" x 2.04" x .062")	2
378576	Lockring	1
378447-6	1/4" Socket Head Capscrew (.312"-18 x 1.000").....	4
380563-12	Hex Head Flange Capscrew (.375"-16 x 1.250") Grade 8.....	5
330009-3X	Clutch Service Kit	
329989X	Clutch Kit	1
379693	Lockring	1

BOMs in each kit group are listed in order based on part number.



Offer of Sale

- 1. Definitions.** As used herein, the following terms have the meanings indicated.

Buyer: means any customer receiving a Quote for Products.

Goods: means any tangible part, system or component to be supplied by Seller.

Products: means the Goods, Services and/or Software as described in a Quote.

Quote: means the offer or proposal made by Seller to Buyer for the supply of Products.

Seller: means Parker-Hannifin Corporation, including all divisions and businesses thereof.

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6. Claims; Commencement of Actions. Buyer shall promptly inspect all Products upon receipt. No claims for shortages will be allowed unless reported to Seller within ten (10) days of delivery. Buyer shall notify Seller of any alleged breach of warranty within thirty (30) days after the date the non-conformance is or should have been discovered by Buyer. 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.

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8. Confidential Information. Buyer acknowledges and agrees that any technical, commercial, or other confidential information of Seller, including, without limitation, pricing, technical drawings or prints and/or part lists, which has been or will be disclosed, delivered or made available, whether directly or indirectly, to Buyer ("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.

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

10. Special Tooling. "Special Tooling" includes but is not limited to tools, jigs, fixtures and associated manufacturing equipment acquired or necessary to manufacture Goods. Seller may impose a tooling charge for any Special Tooling. Such Special Tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in the Special Tooling, even if such Special Tooling has been specially converted or adapted for manufacture of Goods for Buyer and 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 discretion at any time.

11. 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.

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

Offer of Sale Continued

WARNING: This product can expose you to chemicals including Lead and Lead Compounds, and Di(2-ethylhexyl)phthalate (DEHP) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

13. Use of Products, Indemnity by Buyer. Buyer shall comply with all instructions, guides and specifications provided by Seller with the Quote or the Products. **Unauthorized Uses.** If Buyer uses or resells the Products in any way prohibited by Seller's instructions, guides or specifications, or Buyer otherwise fails to comply with Seller's instructions, guides and specifications, Buyer acknowledges that any such use, resale, or non-compliance is at Buyer's sole risk. Further, Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, 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 patterns, tools, equipment, plans, drawings, designs, specifications or other information or things furnished by Buyer; (d) damage to the Products from an external cause, repair or attempted repair by anyone other than Seller, failure to follow instructions, guides and specifications provided by Seller, use with goods not provided by Seller, or opening, modifying, deconstructing, tampering with or repackaging the Products; or (e) Buyer's failure to comply with these Terms. Seller shall not indemnify Buyer under any circumstance except as otherwise provided in these Terms.

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

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

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

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

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

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

20. Indemnity for Infringement of Intellectual Property Rights.

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

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

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

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

08/20



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