

UltraSeal™ Fittings

Catalog 4245-UltraSeal June 2006





Introduction

Parker UHP products are designed as leak-free connections where ultrahigh pure conditions are required. UltraSeal™ products, with their o-ring face seal design, and optional metal o-ring, provide a leak-free seal from vacuum to positive pressure.

Cleaning and Packing

Ultra-High Purity 'OMEGA' cleaning and packing in a class 100 clean room environment validated per Federal Standard 209E, is standard for all electropolished UltraSeal™ components.

Performance

Parker High Purity Components are rated to a helium leak rate of 1 x

10° cc/sec utilizing a helium mass spectrometer. Temperature ratings are governed by the choice of o-ring seal materials.

321 Stainless Steel

(Silver or -350° to $+1000^\circ$ F Nickel plated): $(-212^\circ$ to $+538^\circ$ C) Fluorocarbon: -15° to $+400^\circ$ F

(-26° to +204° C)

PTFE: -50° to +400° F (-46° to +232° C)

Pressure

Pressure ratings will be governed by the gland selected for a particular system. Working pressures are rated at room temperature based on a 4-to-1 design factor. Pressure ratings are calculated in accordance with A.N.S.I. Power Piping Code B31.1.

Materials

UltraSeal components are available in standard 316L, 316L VAR, and 316L VIM/VAR Stainless Steels. Consult your local Parker distributor or factory for details. Refer to tables 1 and 2 for respective material specifications of gaskets and o-rings.

Interior (I.D.) Surface Finishes

Parker High Purity components can be supplied with extremely low Ra internal surface finishes to meet requirements of ultra-high purity tubing systems. Electropolished internal surfaces can also be provided. Consult your local Parker distributor or the factory for more information.

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High Purity Components

Make-Up

For Leak-tight UltraSeal

Assemblies: A positive seal is achieved by advancing the nut no less than 1/4 turn from finger-tight position. When a sharp rise in torque is felt, the sealing faces have met and the o-ring seal is compressed into its groove.

UltraSeal is capable of repeated remakes; advance the nut to a finger-tight position and wrench until a sharp rise in torque is felt. No axial clearance is needed to remove components from a system; therefore, other system components are not disturbed.

Design

The UltraSeal coupling is designed to effect a helium leak-tight seal when the face of the gland makes full metal-tometal contact with the face of the body, compressing the o-ring in the body groove.

The UltraSeal gland face and body o-ring groove are precision machined to accept either metallic (S.S.) or synthetic o-ring seals.

UltraSeal virtually eliminates turbulence and dead zones within the fitting. The bore diameter of body and gland are matched in all sizes, providing a smoother flow path. At no point does the O-ring seal intrude into the flow path.

Disassembly

Position the o-ring UltraSeal Removal Tool against the seated o-ring and advance the nut to fingertight position. Continue to advance the nut until a sharp rise in torque is felt. The removal tool shoulder will seal against the body face preventing any over torque damage. The o-ring will "pinch" and release from the sealing groove.

TABLE 1

TYPICAL RAW Material SPECIFICATIONS					
FITTING Material	BAR STOCK	FORGINGS	RECOMMENDED TUBING SPECIFICATIONS		
Stainless Steel	ASTM A-276 TYPE 316	ASME SA-182 GRADE F316	ASME SA-213		
316	ASME SA-479 TYPE 316		ASTM A-213		
Stainless Steel 316L			ASTM A-249		
Stainless Steel 316L (VAR)	ASME SA-479 TYPE 316L	ASME SA-182 GRADE F316L	ASTM A-269 MIL T-8504 MIL T-8506		
Stainless Steel 316L (VIM/VAR)			2 . 3000		

MATERIAL IS MARKED WITH HEAT CODE TO ENSURE MATERIAL TRACEABILITY

TABLE 2

ABLE 2					
O-RINGS TYPICAL RAW Material SPECIFICATIONS / TEMPERATURE RATINGS					
Material Specifications Temperature ratings					
Metal O-Rings	SAE AMS-5570 TYPE 321-SS (silver plated) SAE AMS-5576 TYPE 321-SS (silver plated)	(-350° to + 1000° F) (-212° to + 538° C)			
Metal O-Rings	SAE AMS-5570 TYPE 321-SS (nickel plated) SAE AMS-5576 TYPE 321-SS (nickel plated)	(-350° to + 1000° F) (-212° to + 538° C)			
Fluorocarbon O-Rings	MIL-R-25897 TYPE 1	(-15° to + 400° F) (-26° to + 204° C)			
PTFE	SAE AMS-2651	(-50° to + 400° F) (-46° to + 232° C)			

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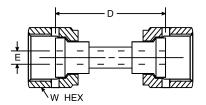
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UltraSeal Gland Union (Welded) Q1HBQ1

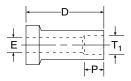


	Inches			
Part No.	W Hex	D	*E Bore	
4-4 Q1HBQ1	11/16	1.33	.18	
6-6 Q1HBQ1	7/8	1.25	.25	
8-8 Q1HBQ1	1	1.25	.31	

*Note: Machined bore diameters to match machined bore in body.

UltraSeal Gland to Weld-lok Socket

Q₁W

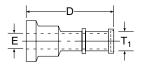


	T ₁	Inches			
Part No.	Tube OD	D	Р	*E Bore	Working Pressure
4-2 Q1W	1/8	1	.16	.09	10,000
4-4 Q1W	1/4	1	.25	.18	7,700
6-4 QIW	1/4	1	.28	.18	10,000
6-6 QIW	3/8	1	.31	.25	5,000
8-4 Q1W	1/4	1	.25	.18	10,000
8-6 Q1W	3/8	1	.34	.31	9,500
8-8 Q1W	1/2	1	.41	.38	4,300
12-12 Q1W	3/4	1.50	.50	.50	4,600

*Note: Machined bore diameters to match machined bore in body.

UltraSeal Gland to Automatic Buttweld

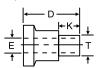
Q₁Y



		Inches			
Part No.	T ₁	D	*E Bore	Buttweld Wall Size	Working Pressure
4-4 Q1Y	1/4	1.13	.18	.035	7,700
6-4 Q1Y	1/4	1.19	.18	.035	7,700
6-6 Q1Y	3/8	1.19	.31	.035	4,900
8-4 Q1Y	1/4	1.19	.18	.035	7,700
8-6 Q1Y	3/8	1.19	.31	.035	4,900
8-8 Q1Y	1/2	1.34	.41	.049	5,000
12-12 Q1Y	3/4	1.50	.50	.065	3,900

*Note: Machine bore diameters to match machined bore in body.

UltraSeal Gland to MiniButtweld Q1M

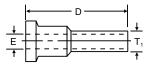


Part No.	D	*E Bore	T	K	Working Pressure
4-4 Q1M	.60	.18	.25	.25	5,400
6-6 Q1M	.62	.25	.38	.25	4,300
8-8 Q1M	.62	.31	.50	.25	3,600

*Note: Machined bore diameters to match machined bore in body.

UltraSeal Gland to Tube Stub Adapter

Q1T2/Q1TU



Part No.	T ₁	D	*E Bore	Working Pressure
4-4 Q1T2 (CPI™)	1/4	1.25	.18	4,500
6-6 Q1T2	3/8	1.38	.25	6,700
8-8 Q1T2	1/2	1.68	.31	6,250
12-12 Q1T2	3/4	2.31	.50	6,250
4-4 Q1TU (A-lok®)	1/4	1.21	.18	4,500
6-6 Q1TU	3/8	1.38	.25	6,700
8-8 Q1TU	1/2	1.56	.31	6,250
12-12 Q1TU	3/4	2.25	.50	6,250

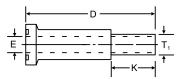
*Note: Machined bore diameters to match machined bore in body.



UltraSeal™ Components

UltraSeal Inverted Gland to Male Tube Weld

Q1RT3

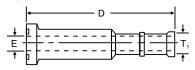


	Inches					
Part No.	D	E	T ₁	K		
4-4 Q1RT3	1.70	.18	.25	.75		

^{*}Note: Machined bore diameters to match machined bore in body.

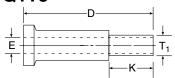
UltraSeal Inverted Gland to Automatic Buttweld

Q1RY



UltraSeal Gland to Male Tube Weld

Q1T3

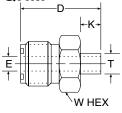


	Inches					
Part No.	D	E	T ₁	K		
4-4 Q1T3	1.25	.18	.25	.75		
8-6 Q1T3	1.50	.31	.38	.75		
8-8 Q1T3	1.50	.41	.50	.75		
12-12 Q1T3	1.22	.50	.75	.75		

^{*}Note: Machined bore diameters to match machined bore in body.

UltraSeal Body to MiniButtweld

QHM

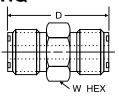


	Inches							
Part No.	ī	*E T D K Bore W Hex						
4-4 QHM .035	.25	1.00	.25	.18	5/8			
6-6 QHM .035	.38	1.03	.25	.25	15/16			
8-8 QHM .049	.50	1.00	.25	.31	15/16			

*Note: Machined bore diameters to match machined bore in body.

UltraSeal Union

HQ

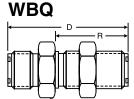


	Inches			
Part No.	W Hex	D		
4-4 HQ	5/8	1.19		
6-4 HQ	13/16	1.22		
6-6 HQ	13/16	1.22		
8-4 HQ	15/16	1.25		
8-8 HQ	15/16	1.25		
12-12 HQ	1-3/8	1.59		



^{*}Note: Machine bore diameters to match machined bore in body.

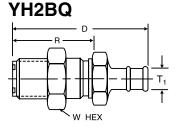
UltraSeal to Bulkhead Connector



	Inches				
Part No.	W Hex D R				
4-4 WBQ	3/4	1.59	.88		
6-6 WBQ	15/16	2.00	.88		
8-8 WBQ	1-1/16	1.69	.91		
12-12 WBQ	1-9/16	2.09	1.06		

Note: Fitting includes WLZ bulkhead lock nut.

UltraSeal Bulkhead to Automatic Buttweld Connector

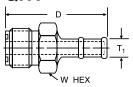


		Inches					
Part No.	W Hex						
4-4 YH2BQ	3/4	2.11	1/4	.88			
6-6 YH2BQ	15/16	1.91	3/8	.88			
8-8 YH2BQ	1-1/16	2.13	1/2	.91			

Note: Fitting includes WLZ bulkhead lock nut.

UltraSeal to Automatic Buttweld Connector

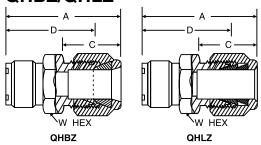




		*Auto		
Part No.	T ₁	W Hex	D	Buttweld Wall Size
4-4 QHY	1/4	5/8	1.47	.035
6-4 QHY	1/4	13/16	1.50	.035
6-6 QHY	3/8	13/16	1.53	.049
8-4 QHY	1/4	15/16	1.66	.035
8-6 QHY	3/8	15/16	1.53	.035
8-8 QHY	1/2	15/16	1.66	.049
12-12 QHY	3/4	1-3/8	2.03	.065

UltraSeal to Compression Tube Union





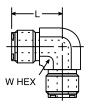
	Inches				
Part No.	Tube O.D.	W Hex	C	A	D
4-4 QHBZ (CPI™)	1/4	5/8	.70	1.42	1.13
6-4 QHBZ	1/4	13/16	.70	1.45	1.16
6-6 QHBZ	3/8	13/16	.76	1.51	1.22
8-4 QHBZ	1/4	15/16	.70	1.48	1.19
8-6 QHBZ	3/8	15/16	.76	1.55	1.25
8-8 QHBZ	1/2	15/16	.87	1.65	1.25
12-12 QHBZ	3/4	1-3/8	.87	1.89	1.49

	Inches				
Part No.	Tube O.D.	W Hex	C	A	D
4-4 QHLZ (A-lok®)	1/4	5/8	.70	1.42	1.13
6-4 QHLZ	1/4	13/16	.70	1.45	1.16
6-6 QHLZ	3/8	13/16	.76	1.51	1.22
8-4 QHLZ	1/4	15/16	.70	1.48	1.19
8-6 QHLZ	3/8	15/16	.76	1.55	1.25
8-8 QHLZ	1/2	15/16	.87	1.65	1.25
12-12 QHLZ	3/4	1-3/8	.87	1.89	1.49



UltraSeal Union Elbow

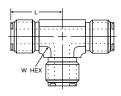
EQ



	Inches			
Part No.	W Hex L			
4-4 EQ	9/16	.84		
6-6 EQ	3/4	.97		
8-8 EQ	7/8	1.03		
12-12 EQ	1-3/8	1.46		

UltraSeal Union Tee

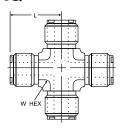
JQ



	Inches		
Part No.	W Hex L		
4-4-4 JQ	9/16	.84	
6-6-6 JQ	3/4	.97	
8-8-8 JQ	7/8	1.03	
12-12-12 JQ	1-5/16	1.31	

UltraSeal Union Cross

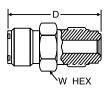
KQ



	Inches			
Part No.	W Hex L			
4 KQ	9/16	.84		
6 KQ	3/4	.97		
8 KQ	7/8	1.03		

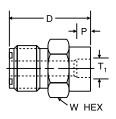
UltraSeal to VacuSeal

VHQ



	Inches			
	W			
Part No.	Hex	D		
4-4 VHQ	5/8	1.39		
8-8 VHQ	15/16	1.55		

UltraSeal to Socket Weld Connector QHW

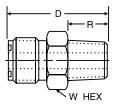


	Inches				
Part No.	T ₁ Tube O.D.	W Hex	D	P	
4-2 QHW	1/8	5/8	1.02	.16	
4-4 QHW	1/4	5/8	1.09	.25	
6-4 QHW	1/4	13/16	1.06	.28	
6-6 QHW	3/8	13/16	1.16	.31	
8-4 QHW	1/4	15/16	1.03	.25	
8-6 QHW	3/8	15/16	1.13	.34	
8-8 QHW	1/2	15/16	1.19	.41	
12-12 QHW	3/4	1-3/8	1.53	.50	



UltraSeal to Male Pipe Connector

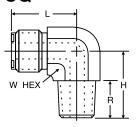
FQ



	Inches				
Part No.	Pipe Thread	W Hex	D	R	
4-2 FQ	1/8	5/8	1.09	.38	
4-4 FQ	1/4	5/8	1.28	.56	
6-4 FQ	1/4	13/16	1.31	.56	
6-6 FQ	3/8	13/16	1.31	.56	
8-4 FQ	1/4	15/16	1.34	.56	
8-6 FQ	3/8	15/16	1.34	.56	
8-8 FQ	1/2	15/16	1.53	.75	
12-8 FQ	1/2	1-3/8	1.78	.75	
12-12 FQ	3/4	1-3/8	1.78	.75	

UltraSeal to Male Elbow

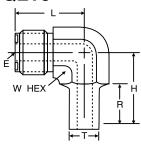
CQ



	Inches				
Part No.	Pipe Thread	W Hex	Н	L	R
4-4 CQ	1/4	9/16	1.00	.84	.56
6-4 CQ	1/4	3/4	1.13	.97	.56
6-6 CQ	3/8	3/4	1.13	.97	.56
8-6 CQ	3/8	7/8	1.25	1.03	.56
8-8 CQ	1/2	7/8	1.31	1.03	.75
12-12 CQ	3/4	1-5/16	1.66	1.31	.75

UltraSeal to Tube Stub Weld Elbow

QET3



	Inches					
		*E W				
Part No.	Н	Bore	L	R	Hex	T
4-4 QET3	1.03	.18	.84	.65	9/16	.25

UltraSeal to Male Connector Straight Thread

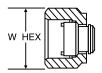
QHAO



	Inches			
Part No.	Straight Thread Size	W Hex	D	R
4-2 QHAO*	5/16-24	5/8	1.03	.30
4-4 QHAO	7/16-20	5/8	1.09	.36
4-6 QHAO	9/16-18	11/16	1.13	.39
6-6 QHAO	9/16-18	7/8	1.14	.39
6-8 QHAO	3/4-16	7/8	1.19	.44
8-8 QHAO	3/4-16	15/16	1.31	.47

*Note: Mass flow controller fitting with .125" orifice in straight thread end. Fitting is assembled with Fluorocarbon O-Ring. Other materials are available upon request.

UltraSeal O-Ring Removal Tool



W
Hex
11/16
7/8
1

Note: For O-Ring removal instructions, see page 3.

UltraSeal O-Rings



Stainless Steel

Part No.	Material
4QO-SS	321 (SILVER PLATED)
6QO-SS	321 (SILVER PLATED)
8QO-SS	321 (SILVER PLATED)
12QO-SS	321 (SILVER PLATED)

Nickel

ĺ	Part No.	Material
	4QO-SS-NIC	321 (NICKEL PLATED)
	6QO-SS-NIC	321 (NICKEL PLATED)
	8QO-SS-NIC	321 (NICKEL PLATED)

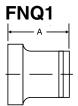
Fluorocarbon Rubber

Part No.	Material Compound
4QO-VI	FLUOROCARBON
6QO-VI	FLUOROCARBON
8QO-VI	FLUOROCARBON
12QO-VI	FLUOROCARBON

PTFE

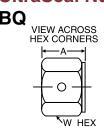
Part No.	Material Compound
4QO-TE	PTFE
6QO-TE	PTFE
8QO-TE	PTFE
12QO-TE	PTFE

UltraSeal Plug



	Inches
Part No.	A
4 FNQ1	.69
6 FNQ1	.81
8 FNQ1	.84
12 FNQ1	1.00

UltraSeal Nuts



	Inches		
Part No.	W Hex	A	Straight Thread Size
4 BQ	11/16	.56	9/16-20
6 BQ	7/8	.69	3/4-20
8 BQ	1	.69	7/8-20
12 BQ	1-1/2	.81	1-5/16-20

Note: UltraSeal nuts are silver plated (I.D.) only to provide for lubrication during assembly.

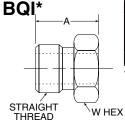
UltraSeal Plug Assembly

FNQ

Assembly includes plug, nut and snap ring



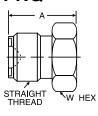
	Inches		
Part No.	A	W Hex	
4 FNQ	1.02	11/16	
6 FNQ	1.19	7/8	
8 FNQ	1.21	1	
12 FNQ	1/42	1-1/2	



	Inches				
Part No.	W Hex	A	Straight Thread Size		
4 BQI*	5/8	.65	9/16-20		

*For use with Q1RY inverted glands.

PNQ



	Inches					
Part No.	W Hex	A	Straight Thread Size			
4 PNQ	5/8	.72	9/16-20			
6 PNQ	13/16	.75	3/4-20			
8 PNQ	15/16	.81	7/8-20			



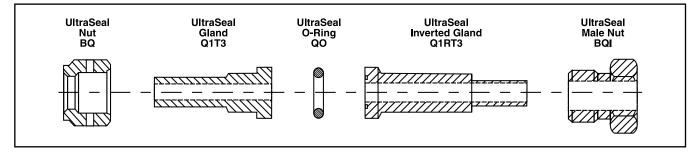
Nomenclature

UltraSeal coupler part numbers are constructed from symbols that identify the size and configuration of the fitting and material used.

How To Order

Parker UltraSeal components are ordered by part number, as listed in this catalog. Note: Each component must be ordered separately.

Example: If your system requires an UltraSeal coupler going from 1/4" tubing to 1/4" tubing, you would order the following part. (Keep in mind that you must order each component separately.)



To Order:

4 BQ-SS Size 4 UltraSeal Nut Stainless Steel
4-4 Q1T3-SSR Size 4 UltraSeal Gland to Size 4 Male
Tube Weld – Stainless Steel
4 QO-SS Size 4 Stainless Steel O-Ring
4-4 Q1RT3-SSR.035 Size 4 UltraSeal Inverted Gland to
Size 4 Male Tube – Stainless Steel
4 BQI-SS Size 4 UltraSeal Male Nut Weld

Size: Tube and Pipe Thread sizes are designated by the number of sixteenths of an inch (1/4" Pipe Thread = 4/16" = 4).

Straights, Elbows and Tees: Call out the UltraSeal end first, followed by the corresponding Pipe Thread size or Weld-lok end.

Type: A letter or combination of letters and numbers are used to designate the type of UltraSeal fitting (i.e., F = Male Connector, H = Union, etc.). See Visual Index for other type fittings.

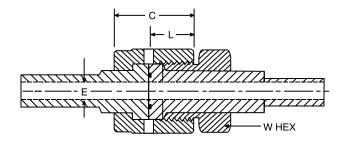
Special Fittings: If there is any question as to the fitting desired, particularly for special fitting configurations, it is suggested that a customer print be submitted with the request for quote.

Availability: Only items as standard are carried in stock. Non-standard items can be quoted on request for quantities or materials specified.

UltraSeal End Data Information

	UltraSeal	Inches				
Size	Straight Thread	*L	**C	W Hex	E Diameter	
4	9/16-20	.46	.73	11/16	.18	
8	7/8-20	.47	.85	1	.31	
12	1-5/16-20	.57	1.05	1-3/8	.50	

^{*}Average Value





^{**}Dimension C is shown in the finger tight position

Catalog 4245-UltraSeal Offer of Sale

The items described in this document and other documents or descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors are hereby offered for sale at prices to be established by Parker Hannifin Corporation, its subsidiaries and its authorized distributors. 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 such items, when communicated to Parker Hannifin Corporation, its subsidiary or an authorized distributor ("Seller") verbally or in writing, shall constitute acceptance of this offer.

- 1. Terms and Conditions of Sale: All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer, Acceptance of Seller's products shall in all events constitute such assent.
- 2. Payment: Payment shall be made by Buyer net 30 days from the date of delivery of the items purchased hereunder. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that the Buyer is late in making payment. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives notice thereof within 30 days after Buyer's receipt of the shipment.
- **3. Delivery:** Unless otherwise provided on the face hereof, delivery shall be made F.O.B. Seller's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.
- 4. Warranty: Seller warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of 18 months from date of shipment from Parker Hannifin Corporation. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED.

NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR Partially, to buyer's designs or specifications.

- 5. Limitation of Remedy: SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD OR THIS CONTRACT SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR INTORT, INCLUDING WITHOUT LIMITATION. NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.
- **6. Changes, Reschedules and Cancellations:** Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.
- 7. Special Tooling: A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to this contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

- 8. Buyer's Property: Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property, Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
- 9. Taxes: Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
- 10. Indemnity For Infringement of Intellectual Property Rights: Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Part 10. Seller will defend and indemnify Buyer against allegations of infringement of U.S. Patents, U.S. Trademarks, copyrights, trade dress and trade secrets (hereinafter 'Intellectual Property Rights'). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that an item sold pursuant to this contract infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an item sold hereunder is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using said item, replace or modify said item so as to make it noninfringing, or offer to accept return of said item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to items delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any item sold hereunder. The foregoing provisions of this Part 10 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.

If a claim is based on information provided by Buyer or if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

- 11. Force Majeure: Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter 'Events of Force Majeure'). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.
- 12. Entire Agreement/Governing Law: The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the law of the State of Ohio. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.

9/91-P





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