

Analytical Gas Systems Products for Chromatography

Bulletin AGS-Chromatography-A

aerospace climate control electromechanical filtration

fluid & gas handling hydraulics pneumatics process control sealing & shielding



Parker Hannifin Corporation

The Global Leader in Motion and Control Technologies

We engineer success of our customers around the world, drawing upon nine core motion and control technologies. These technologies enable virtually every machine and process to operate accurately, efficiently and dependably.

As the global leader in motion and control, we partner with our distributors to increase our customers' productivity and profitability by delivering an unmatchable breadth of engineered components and value-added services.

We continue to grow with our customers by creating application-focused products and system solutions. A key to our global expansion has been to follow our customers and establish operations, sales and service wherever they are needed. No single competitor matches Parker's global presence.

Parker's Motion and Control Technologies

Aerospace	Hydraulics
Climate Control	Pneumatics
Electromechanical	Process Control
Filtration	Sealing & Shielding
Fluid & Gas Handling	



Corporate Headquarters in Cleveland, Ohio.

Legal Notifications



WARNING

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS AND/OR SYSTEMS DESCRIBED HEREIN OR RELATED ITEMS CAN CAUSE DEATH, PERSONAL INJURY AND PROPERTY DAMAGE.

This document and other information from Parker Hannifin Corporation, its subsidiaries and authorized distributors provide product and/or system options for further investigation by users having technical expertise. It is important that you analyze all aspects of your application and review the information concerning the product or system in the current product catalog. Due to the variety of operating conditions and applications for these products or systems, the user, through its own analysis and testing, is solely responsible for making the final selection of the products and systems and assuring that all performance, safety and warning requirements of the application are met.

The products described herein, including without limitation, product features, specifications, designs, availability and pricing, are subject to change by Parker Hannifin Corporation and its subsidiaries at any time without notice.

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Zero Air Generators

Parker Balston® Zero Air **Generators** are systems manufactured with state-of-theart, highly reliable components engineered for easy installation, operation, and long term performance. Parker Balston Zero Air Generators are much easier to install than dangerous, high pressure gas cylinders, and only need to be installed once! All that is required is a standard compressed air line and an electrical outlet.

Parker Balston Zero Air Generators are easy to operate, there is no complicated operating procedure to learn or any labor intensive monitoring required.

Parker Balston Zero Air Generators eliminate all the inconveniences and costs of cylinder gas supplies and dependence on outside vendors. Uncontrollable vendor price increases, contract negotiations, long term commitments and tank rentals are no longer a concern; Parker Balston Zero Air Generators offer long term cost stability.

There is no need to use valuable laboratory floor space to store excessive reserves to protect yourself from late deliveries, transportation interruptions, or periods of tight supplies. With a Parker Balston Zero Air Generator, you control your supply.



Model HPZA-7000







Features and Benefits

- Produce UHP Zero Air from house compressed air (<0.05 ppm THC)
- Eliminate inconvenient and dangerous zero air cylinders from the laboratory
- Increase the accuracy of analysis and reduce the cleaning requirement of
- Qualitative SMART-Display provides operational status at a glance
- Recommended and used by many GC and column manufacturers
- Typical payback period of less than 1 year
- Silent operation and minimal operator attention required
- Models available to service up to 66 FIDs

Number of FIDs*	Model Number
Up to 2	75-83NA
Up to 8	HPZA-3500
Up to 16	HPZA-7000
Up to 40	HPZA-18000
Up to 66	HPZA-30000

^{*}Based on a 450 ccm fuel air rate.

Zero Air Generators

Principal Specifications

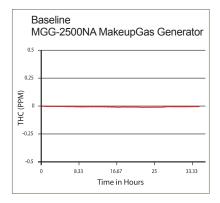
Model	75-83NA	HPZA-3500	HPZA-7000	HPZA-18000	HPZA-30000
Max Zero Air Flow Rate	1 lpm	3.5 lpm	7 lpm	18 lpm	30 lpm
Outlet Hydrocarbon Concentration (as methane)	< 0.1 ppm	< 0.05 ppm	< 0.05 ppm	< 0.05 ppm	< 0.1 ppm
Min/Max Inlet Air Pressure	40 psig/125 psig	40 psig/125 psig	40 psig/125 psig	40 psig/125 psig	40 psig/125 psig
Max Inlet Hydrocarbon Concentration (as methane)	100 ppm	100 ppm	100 ppm	100 ppm	100 ppm
Pressure Drop at Max Flow Rate	4 psig	4 psig	4 psig	4 psig	4 psig
Max Inlet Air Temperature	78°F (25°C)	78°F (25°C)	78°F (25°C)	78°F (25°C)	78°F (25°C)
Inlet/Outlet Ports	1/4" NPT (female)	1/4" NPT (female)	1/4" NPT (female)	1/4" NPT (female)	1/4" NPT (female)
Electrical Requirements (1)					
Dimensions	10"w x 3"d x 12"h (25cm x 8cm x 30cm)	1"w x 13"d x 16"h (27cm x 34cm x 42cm)	1"w x 13"d x 16"h (27cm x 34cm x 42cm)	1"w x 13"d x 16"h (27cm x 34cm x 42cm)	1"w x 13"d x 16"h (27cm x 34cm x 42cm)
Shipping Weight	7 lbs. (3 kg)	41 lbs. (19 kg)	41 lbs. (19 kg)	41 lbs. (19 kg)	41 lbs. (19 kg)

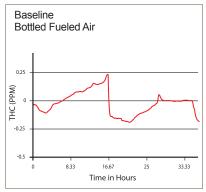
NOTES

Ordering Information

for assistance, call 800-343-4048, 8 to 5 Eastern Time

Description	Model Number
Zero Air Generator	75-83NA, HPZA-3500, HPZA-7000, HPZA-18000, HPZA-30000
Maintenance Kit for Model 75-83NA	MK7583
Maintenance Kit for All Other Models	MK7840
Installation Kit for All Models	IK76803
Preventive Maintenance Plan	75-83-PM, HPZA-3500-PM, HPZA-7000-PM, HPZA-18000-PM, HPZA-30000-PM
Extended Support (24 Month Warranty)	75-83-DN2, HPZA-3500-DN2, HPZA-7000-DN2, HPZA-18000-DN2, HPZA-30000-DN2





The Chromatograms (left) compare baselines produced by a Parker Balston® Zero Air Generator and bottled fuel air. The baseline produced by the Parker Balston Generator is very flat, with no fluctuations or peaks, in comparison with the chromatogram of the bottled air fuel supply, which has many peaks ranging from .25 ppm to -.25 ppm.



¹ Refer to voltage appendix for electrical and plug configurations for outside North America.

Explosion-Proof Zero Air Generator

The Parker Balston Model 75-82S Zero Air Generator produces up to 1,000 cc/min. of high purity zero grade air from a standard compressed air supply. The generator utilizes state-of-the-art catalytic technology to convert compressed air into zero-grade air, at safe regulated pressures, on a continuous basis without the need of operator attention.

The housing is a standard Crouse-Hinds® explosion-proof enclosure designed to operate in a class 1, division 1, groups B, C, D environment. The internals are all stainless steel. This generator completely eliminates the need for expensive, inconvenient and dangerous gas cylinders. It is a turnkey system, ready to install on Unistrut frames or directly to the wall.

The Parker Balston Model 75-82S Zero Air Generator can be used as a fuel air supply to process GC-FIDs, and as a zero grade gas supply/ zero reference for process analytical instruments.

Zero grade air is produced from compressed air by means of catalytic oxidation. The compressed air is channeled into a heated catalyst bed where the hydrocarbons are converted to carbon dioxide and water vapor, producing zerograde air with less than 0.1 ppm hydrocarbon content (measured as methane).

The use of a Parker Balston 75-82S Zero Air Generator has advantages over the conventional sources of fuel air for GC analysis. For example, a lower and more stable baseline signal can be obtained. Lower baseline noise means higher signal-to-noise ratio, giving rise to higher sensitivity or larger peak areas. The result is increased accuracy and reduced cleaning requirement of the detector.



Model 75-82S





Features and Benefits

- · Eliminates dangerous, expensive, and inconvenient gas cylinders
- Safe, even in explosive environments
- · Low maintenance
- · Produces a continuous supply of ultra high purity zero grade air
- Compact and reliable
- Designed to mount on Unistrut® framing or directly on the wall
- Certified by CSA (CSA NRTL/C)

Principal Specifications

Description	Model Number
Model 75-82S Zero Air Generator	
Explosion Proof Certification (CSA NRTL/C)	Class 1, Division 1, Groups B, C, and D
Maximum Flow Rate	1000 cc/min.
Total Hydrocarbon Concentration	< 0.1 ppm (measured as methane)
Min./Max. Inlet Pressure	40 psig/125 psig
Maximum Inlet Hydrocarbon Content	100 ppm
Maximum Inlet Air Dewpoint	10°F (5°C) above ambient
Pressure Drop at Max. Flow Rate	< 8 psid
Ambient Temperature	40°F to 100°F (4°C to 38°C)
Electrical Requirements	120 VAC/60 Hz, 0.5 amps
Shipping Weight	28 lbs. (13 kg)
Dimensions	11"w x 7"h x 6"d (28 x 18 x 15 cm)

Ordering Information

Description	Model Number
Zero Air Generator	75-82S
Replacement Catalyst Module	75398
Final Filter Cartridge	75820
Optional Prefilter Assemblies	2002N-1B1-DX, 2002N-1B1-BX
Installation Kit	IK76803
Preventive Maintenance Plan	75-82S-PM
Extended Support (24 Month Warranty)	75-82S-DN2



Voltage Appendix

220vac / 50hz configuration for locations where final plug configuration is unknown



Order Part Number

FID-1000-220, FID-2500-220, FID-3500-220, GCGS-7890-220, H2PD-150-220, H2PD-300-220, 75-83-220, HPZA-3500-220, HPZA-7000-220, HPZA18000-220, HPZA30000-220, HPN2-1100-220, HPN2-2000-220, UHPN2-1100-220, 76-97-220, 76-98-220, 74-5041-220, UDA-300-220, LCMS-5000-220, LCMS-5001T-220, LCMS-5001NT-220, N2-14A, N2-22A, N2-35A, N2-45A, N2-80A, N2-135A, MGG-400-220, MGG-2500-220, TOC-625-220, TOC-1250-220

* Units will be supplied only with IEC connector as depicted, power cord to be customer supplied

220vac / 50hz plug configuration for Australia





Order Part Number

FID-1000AU, FID-2500AU, FID-3500AU, GCGS-7890AU, H2PD-150AU, H2PD-300AU, 75-83AU, HPZA-3500AU, HPZA-7000AU, HPZA-18000AU, HPZA-30000AU, HPN2-1100AU, HPN2-2000AU, UHPN2-1100AU, 76-97AU, 76-98AU, 74-5041AU, UDA-300AU, LCMS-5000AU, LCMS-5001TAU, LCMS-5001NTAU, N2-14AAU, N2-22AAU, N2-35AAU, N2-45AAU, N2-80AAU, N2-135AAU, MGG-400AU, MGG-2500AU, TOC-625AU, TOC-1250AU

* Models 75-45AU, 75-52AU and 75-62AU will include universal fit plug and transformer kit.

220vac / 50hz plug configuration for Europe





Order Part Number

FID-1000EU, FID-2500EU, FID-3500EU, GCGS-7890EU, H2PD-150EU, H2PD-300EU, 75-83EU, HPZA-3500EU, HPZA-7000EU, HPZA-18000EU, HPZA-30000EU, HPN2-1100EU, HPN2-2000EU, UHPN2-1100EU, 76-97EU, 76-98EU, 74-5041EU, UDA-300EU, LCMS-5000EU, LCMS-5001TEU, LCMS-5001NTEU, N2-14AEU, N2-22AEU, N2-35AEU, N2-45AEU, N2-80AEU, N2-135AEU, MGG-400EU, MGG-2500EU, TOC-625EU, TOC-1250EU

* Models 75-45EU, 75-52EU and 75-62EU will include universal fit plug and transformer kit.

100vac / 60hz plug configuration for Japan





Order Part Number

FID-1000JA-100, FID-2500JA-100, FID-3500JA-100, GCGS-7890JA-100, H2PD-150JA-100, H2PD-300JA-100, 75-83JA-100, HPZA-3500JA-100, HPZA-7000JA-100, HPZA-18000JA-100, HPZA-30000JA-100, HPN2-1100JA-100, HPN2-100JA-100, HPN2-100JA-100, UPN2-1100JA-100, 76-97JA-100, 76-98JA-100, 74-5041JA-100, UDA-300JA-100, LCMS-5000JA-100, LCMS-5001TJA-100, LCMS-5001NTJA-100, N2-14AJA-100, N2-22AJA-100, N2-35AJA-100, N2-45AJA-100, N2-80AJA-100, N2-135AJA-100, MGG-400JA-100, MGG-2500JA-100, TOC-625JA-100, TOC-1250JA-100

* Models 75-45JA-100, 75-52JA-100 and 75-62JA-100 will include universal fit plug and transformer kit.

220vac / 50hz plug configuration for United Kingdom (some Asia)





Order Part Number

FID-1000UK, FID-2500UK, FID-3500UK, GCGS-7890UK, H2PD-150UK, H2PD-300UK, 75-83UK, HPZA-3500UK, HPZA-7000UK, HPZA-18000UK, HPZA-30000UK, HPN2-1100UK, HPN2-2000UK, UHPN2-1100UK, 76-97UK, 76-98UK, 74-5041UK, UDA-300UK, LCMS-5000UK, LCMS-5001TUK, LCMS-5001NTUK, N2-14AUK, N2-22AUK, N2-35AUK, N2-45AUK, N2-80AUK, N2-135AUK, MGG-400UK, MGG-2500UK, TOC-625UK, TOC-1250UK

* Models 75-45UK, 75-52UK and 75-62UK will include universal fit plug and transformer kit.



Recommended Gas Generators for Analytical Instruments

Instrument	Gas Requirements	Gas Purity Requirements	Flow Rates	Generator Recommendation/Model
Atomic Absorption (AA) with Flame	Air for Oxidant Gas	Clean, Dry	1-7 SCFM	AA Gas Purifier (Model 73-100)
Atomic Thermal Desorber	Zero Air	Clean, Dry, Hydrocarbon-free	Up to 1600 ml/min.	Zero Air or TOC Gas Generator (HPZA-3500 or TOC-1250)
	Hydrogen for FID Fuel	Clean, Dry,High Purity	Up to 40 ml/min. per FID	Hydrogen Generator (H2PEM-100, H2PEM-165) (H2PEM-260, H2PEM-510)
Atmospheric Pressure Ionization (API-MS)	Air for Nebulizer Gas Nitrogen for Curtain,	Clean, Dry, Hydrocarbon-free	< 30 LPM	Zero Air Generator (HPZA-30000)
	Sheath, and Shield gas	99% or higher	< 20 LPM	Nitrogen Generator (N2-14, N2-22, N2-35, NitroFlowLab)
Autosamplers for Various Instruments	Air for Pneumatic Controls	Clean, Dry	< 1 SCFM	Membrane Air Dryer (64-02)
	Nitrogen for Sample Injector	Ultra High Purity	< 550 cc/min	UHP Nitrogen Generator (HPN2-1100) (UHPN2-1100)
CO ₂ Analyzers	Calibration Air	CO ₂ -free	0.5-1.0 SLPM	FT-IR Purge Gas Generator (75-45, 75-52)
Continuous Emissions Monitoring (CEM)	Calibration Air Dilution Air	Dry, CO ₂ , SO ₂ , NO _x , Hydrocarbon-free	10-15 SLPM	CEM Zero Air Generator (75-45-M744)
Emissions Analyzers	Zero Air	Hydrocarbon-free	2-15 SLPM	Zero Air Generator (HPZA-18000)
Fourier Transform Infrared Spectrometer (FT-IR)	Air for Sample Compartment, Optics, and/or Air-Bearing Components	Clean, Dry, CO ₂ -free	0.5-3 SCFM	FT-IR Purge Gas Generator (75-62, 75-52, 75-45) Lab Gas Generator (74-5041NA)
Gas Chromatograph (GC) GC-FID	Zero Air as Flame Support Air	Clean, Hydrocarbon-free	150-600 cc/min.	Zero Air Generator (HPZA-3500)
00 T ID	Hydrogen as Flame Fuel Gas	Ultra High Purity	30-40 cc/min.	Hydrogen Generator (H2PEM-260)
	Hydrogen as Capillary Carrier Gas Nitrogen as Packed Carrier Gas Nitrogen as Make up Gas	Ultra High Purity Ultra High Purity, Zero Grade Ultra High Purity, Zero Grade	Varies Varies <100 cc/min	Hydrogen Generator (H2PD-300) UHP Nitrogen Generator (UHPN2-1100) UHP Nitrogen Generator (UHPN2-1100)
GC-FPD	Zero Air as Flame Support Air	Clean, Hydrocarbon-free	<200 cc/min	Zero Air Generator (HPZA-3500)
	Hydrogen as Flame Fuel Gas Hydrogen as Capillary Carrier Gas	Ultra High Purity Ultra High Purity	50-70 cc/min Varies	Hydrogen Generator (H2PEM-260) Hydrogen Generator (H2-1200)
	Nitrogen as Packed Carrier Gas	Ultra High Purity	Varies	UHP Nitrogen Generator (UHPN2-1100)
GC-NPD	Zero Air to Rubidium/Thermonic Bead Hydrogen as Detector Support Gas Hydrogen as Capillary Carrier Gas	Dry, Clean, Hydrocarbon-Free Ultra High Purity Ultra High Purity	60-200 cc/min. <10 cc/min Varies	Zero Air Generator (HPZA-3500) Hydrogen Generator (H2PEM-100) Hydrogen Generator (Palladium)
	Nitrogen as Packed Carrier Gas	Ultra High Purity	Varies	(H2PD-300) UHP Nitrogen Generator (UHPN2-1100)
GC-ECD	Nitrogen as Carrier Gas	Ultra High Purity, Zero Grade	Varies	UHP Nitrogen Generator (UHPN2-1100)
	Nitrogen as Make up Gas	Ultra High Purity, Zero Grade	<100 cc/min	UHP Nitrogen Generator (UHPN2-1100)
GC-ELCD, HALL	Hydrogen as Reaction Gas	Ultra High Purity	70-200 cc/min	Hydrogen Generator (H2PD-300)



Recommended Gas Generators for Analytical Instruments

Instrument	Gas Requirements	Gas Purity Requirements	Flow Rates	Generator Recommendation/Model
GC-TCD	Hydrogen as Carrier & Reference Gas	Ultra High Purity	Varies	Hydrogen Generator (H2PD-300)
LC/MS	Nitrogen as a Curtain Gas	LC/MS Grade	3-30 lpm	Nitrogen Generator (N2-14, N2-14ANA, NitroFlowLab) (NitroFlow60, N2-35, N2-35ANA)
ICP Spectrometer	Nitrogen as Optic/Camera Purge	Ultra High Purity	<1-5 lpm	Nitrogen Generator (76-97NA, 76-98NA)
Nuclear Magnetic Resonance (NMR)	Air for Lifting, Spinning	Clean, Dry	<10 SCFM	Air Dryer (UDA-300NA) Lab Gas Generator (74-5041NA)
Ozone Generator	Supply Air	Clean, Dry	.3-20 SCFM	Air Dryer (64-01, 64-02, 64-10, UDA-300NA)
Protein Analyzer	Dry Air, Nitrogen	Clean, Dry	40 psig	Nitrogen Generator (N2-14, N2-22, NitroFlowLab, N2-35)
Solvent Evaporators (Sample Concentrators)	Nitrogen	Clean, Dry Nitrogen	Up to 5 SCFM	Nitrogen Generator (Nitrovap-1LV, Nitrovap-2LV)
Stack Gas Sampler	Dilution Air	Clean, Dry	<1.0 SCFM	CEM Zero Air Generator (75-45-M744)
Total Oxygen Demand (TOD)	Nitrogen Carrier Gas	Ultra High Purity	300 cc/min	Nitrogen Generator (UHPN2-1100)
Thermal Gravametric Analyzer (TGA)	Nitrogen as Furnace Purge	Clean, Dry, Inert	<100 cc/min	Nitrogen Generator (UHPN2-1100)
Differential Scanning Calorimeter (DSC)	Air for Air Shield	Clean, Dry	<100 cc/min	Dry Air Generator (64-01, UDA-300)
Total Hydrocarbon Analyzer (THA)	Zero Air for FID Hydrogen as Flame Fuel Gas	Clean, Hydrocarbon-Free Ultra High Purity	50-500 cc/min 5-50 cc/min	Zero Air Generator (75-82S, 75-83NA) Hydrogen Generator (H2PEM-100)
Total Organic Carbon Analyzer (TOC)	Dry Air or Nitrogen for Carrier Gas or Combustion Gas	Clean, Dry, Hydrocarbon-Free CO2-Free Ultra High Purity	100-500 SLPM 50-700 cc/min	TOC Gas Generator (TOC-625, TOC-1250) UHP Nitrogen Generator (UHPN2-1100)



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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".

- 1. <u>Terms and Conditions</u>. Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is subject to these Terms and Conditions or any newer version of the terms and conditions found on-line at www.parker.com/saleterms/. Seller objects to any contrary or additional terms or conditions of Buyer's order or any other document issued by Buyer.
- 2. <u>Price Adjustments</u>; <u>Payments</u>. Prices stated on Seller's quote or other documentation offered by Seller are valid for 30 days, and do not include any sales, use, or other taxes unless specifically stated. Unless otherwise specified by Seller, all prices are F.C.A. Seller's facility (INCOTERMS 2010). Payment is subject to credit approval and is due 30 days from the date of invoice or such other term as required by Seller's Credit Department, after which Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.
- 3. <u>Delivery Dates; Title and Risk; Shipment.</u> All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon placement of the products with the shipment carrier at Seller's facility. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyers' request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's acts or omissions.
- 4. Warranty. 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: DISCLAIMER OF WARRANTY: 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. <u>LIMITATION OF LIABILITY</u>. 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. <u>Loss to Buyer's Property.</u> 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. <u>Buyer's Obligation</u>; <u>Rights of Seller</u>. 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 from 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. <u>Force Majeure.</u> 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.** Waiver and Severability. 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.
- 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.



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