

Denison GOLD CUP® – IE

Installation Manual

HY28-2716-02/GC/US

Effective: September 2021



ENGINEERING YOUR SUCCESS.

Introduction

Gold Cup – IE (Intelligence Enabled) combines the robust design of Gold Cup pump technology with the intelligence of operational sensors and a fully connected predictive analytics engine. This smart pump concept is available factory installed or can be ordered for retrofit of existing Gold Cup applications. This document is intended to provide the tools necessary to install and utilize the capabilities of Gold Cup – IE to maximize performance and operational efficiencies, with insight for solid business decisions.

The plug-and-play design uses the same sensor hardware, wiring harnesses, and control modules across all Gold Cup frame sizes. To simplify the commissioning process, installation steps, drawings, bills of material, sensor specifications, and direct links to related documents are all contained within this manual. Parker's Hydraulic Pump and Power Systems Division is proud to be a part of advancing system designs through innovation. Thank you for using Gold Cup – IE to achieve this goal.

⚠ WARNING - USER RESPONSIBILITY**FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS 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 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.

⚠ WARNING

The products described in this catalog can expose you to chemicals, including Lead, which is 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.

Offer of Sale

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



Specifications 2

Installation..... 4

Safety and Clean Work Environment..... 4

Input Control Assembly and Part Numbers 5

Output Control Assembly and Part Numbers 6

Full Assembly and Part Numbers 7

P6/7/8 Dimensions 8

P11/14 Dimensions 9

P24/30 Dimensions 10

Case Flow/Flowmeter Dimensions..... 11

Gateway Setup 11

CAN Addressing Information..... 12–13

Account Activation..... 14–15

Testing 16

System Updates 16

Additional Resources..... 17

Revisions History..... 18

Offer of Sale 19



Pump Mounted Hardware

Electrical Requirements	
Voltage	24 VDC
Power Consumption	6 W
Recommended Fusing	500 mA

Operating Conditions	
Operating Temperature	-40 to 125°C
Storage Temperature	-40 to 140°C
Rupture Pressure (High Pressure Components)	1500 bar
Rupture Pressure (Low Pressure Components)	80 bar
IP Rating (Pump Mounted Equipment)	IP67/9k
Flow Meter	IP65

Direct Battery Input (+VBATT)				
Parameter	Min	Nom	Max	Units
Input voltage for normal operation (see note 1)	6.5 V	--	32	V
Maximum continuous voltage (see note 2)	--	--	36	V
Maximum peak current 3.17, 1.50, 0.74, 0.64 (see note 3) VBATT = 6.5 V VBATT = 13.8 V VBATT = 28.0 V VBATT = 32.0 V	--	--	3.17A 1.50A 0.74A 0.64A	A A A A
Recommended External Fuse	--	3	--	A

Note 1: It is strongly recommended that Pin 6 of the module be connected directly to the vehicle battery source and to utilize Pin 11 (Power Control) for activating and deactivating, as well as allowing a safe shut-down sequence of the module. Connecting Pin 6 to a switched battery source may result in memory corruption which, in its most severe case, may render the unit inoperable and require device reprogramming to recover.

Note 2: Exposure to maximum voltages for extended periods may affect device reliability.

Note 3: Maximum peak current is a theoretical calculation assuming maximum current draw for each peripheral as specified in datasheets, 85% efficiency for step-down regulators, and peak cellular current during a 1-slot Tx burst at maximum power. The burst duration is typically 1 ms or less, thus not affecting recommended fuse ratings.

Sensors

Sensor Variable	Case Pressure SP05-035-R6-0D-ECD	System Pressure SCP05-500-R6-0D-ECD	Replenishment Pressure SCP05-250-R6-0D-ECD	Case Drain Flow Meter DFT990	Case Temperature 20073658
General					
Output Type	0-5VDC	0-5VDC	0-5VDC	4-20mA	0-5VDC
Pressure Range	0-35 bar	0-500 bar	0-250 bar	0-10 bar	--
Over Pressure	Max 70 bar	Max 1000 bar	Max 500 bar	--	--
Burst Pressure	Min 140 bar	Min 2000 bar	Min 1000 bar	--	1000 bar
Operating Temperature	--	--	--	5°C-80°C	-50°C - 150°C
Accuracy				+/- 2% FSD	
Total Error (-40°C to 125°C)	Max 2.5% FS	Max 2.5% FS	Max 2.5% FS	--	
Total Error (-25°C to 100°C)	Max 1.5% FS	Max 1.5% FS	Max 1.5% FS	--	
Repeatability	Max 0.2%	Max 0.2%	Max 0.2%	--	
Threaded Interface					
Port Size	SAE-6	SAE-6	SAE-6	1.0 inch	SAE-6
Port Type	ORB	ORB	ORB	BSPP	ORB
Material					
O-ring	FKM	FKM	FKM	Nitrile	Nitrile
Wetted Components	Stainless Steel	Stainless Steel	Stainless Steel	Borosilicate Glass Tube, Glass Filled Nylon	Stainless Steel

Safety and Clean Work Environment

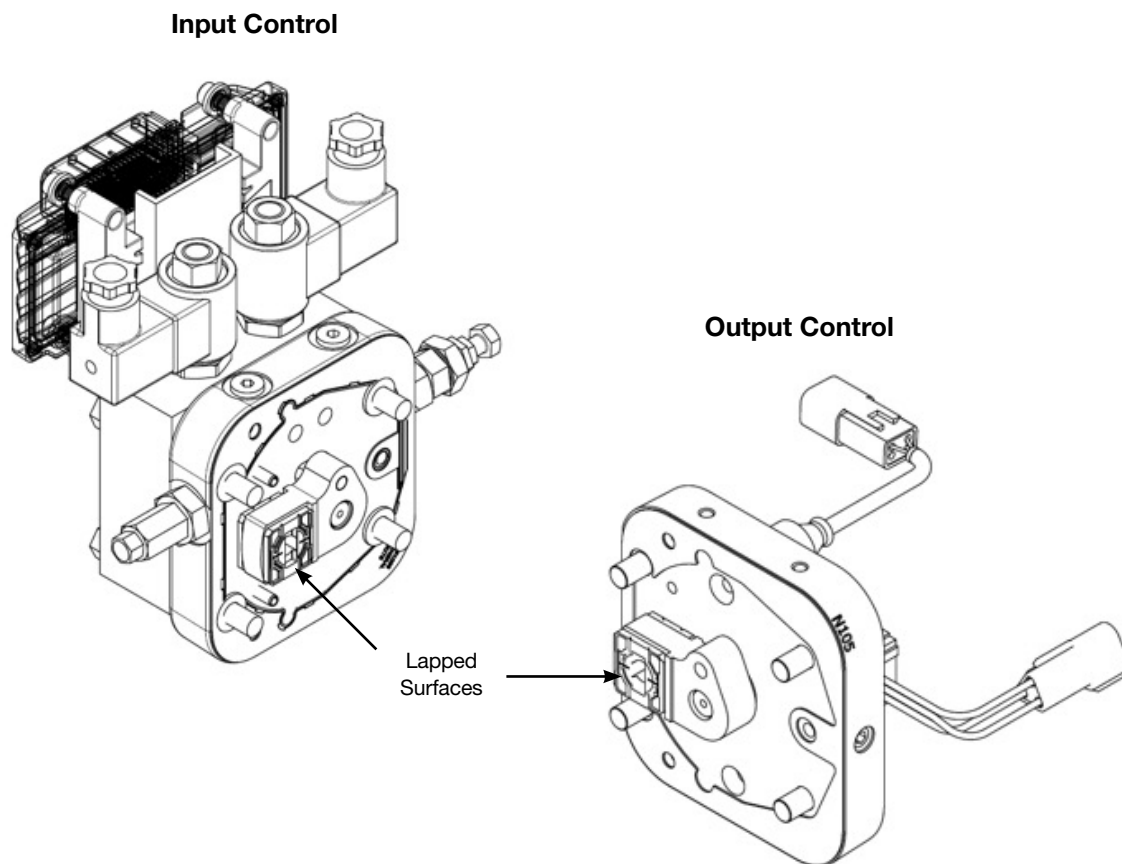
Before performing any work on the hydraulic unit, ensure pump is disconnected from all energy sources and that any residual energy is removed from the system.

All disassembly and assembly of hydraulic units should be done in a clean environment to prevent contamination.

Prior to assembly, all parts are to be inspected and free of material defects, dirt, scratches, or any foreign material. All parts are to be cleaned with suitable cleaning solvent and all cores and passages blown out with clean, dry compressed air.

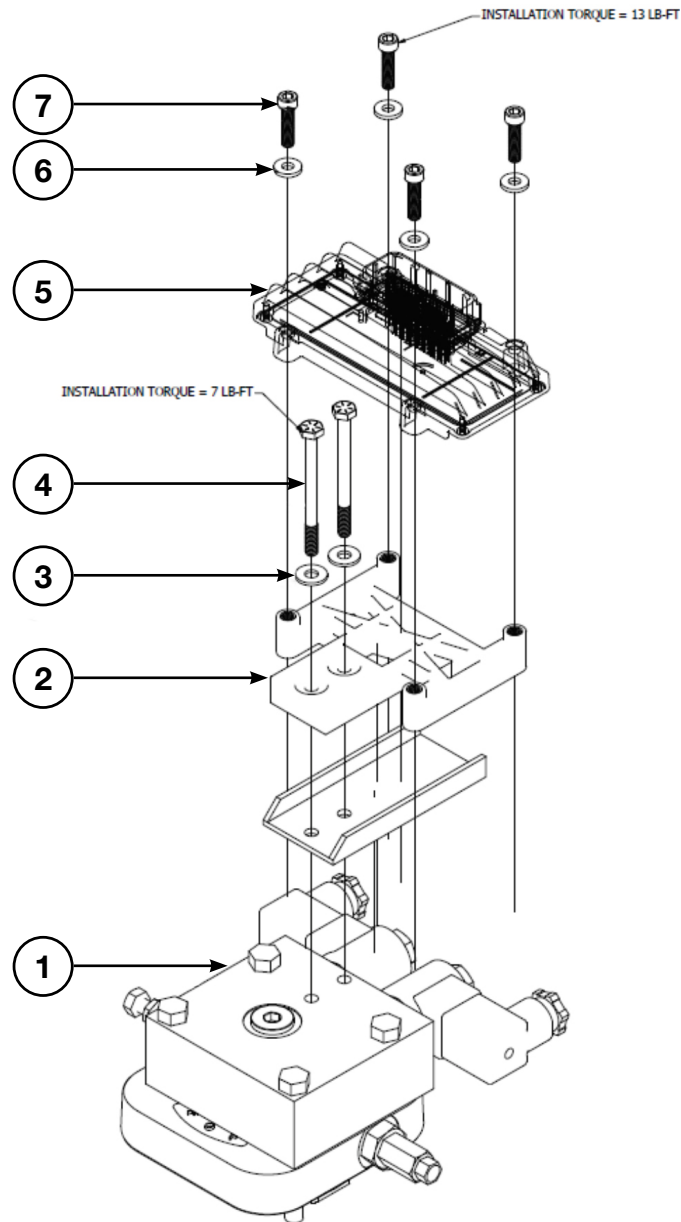
After cleaning and inspection, all parts are to be covered with a light film of oil and should be protected from dirt and excessive handling until assembled onto the unit.

During assembly, lapped and ground surfaces should be kept lubricated and protected from nicks and surface damage.



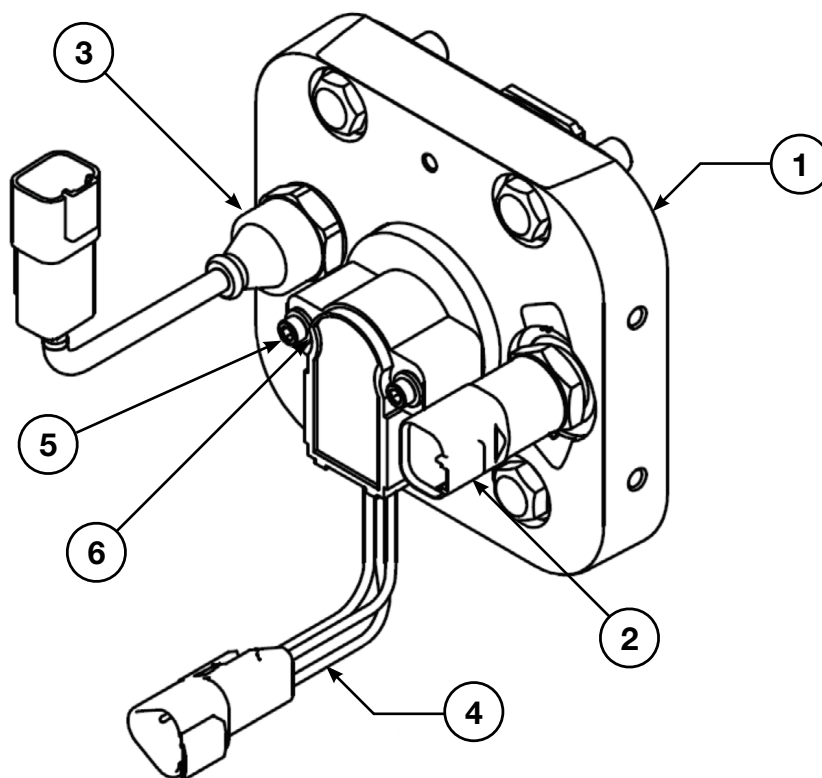
S53-10833-0 (Input Control 9AE00)**S53-10843-0 (Input Control 9AE01)****S53-10844-0 (Input Control 9AE - Retrofit)***

*Note: Balloon item 1 not included



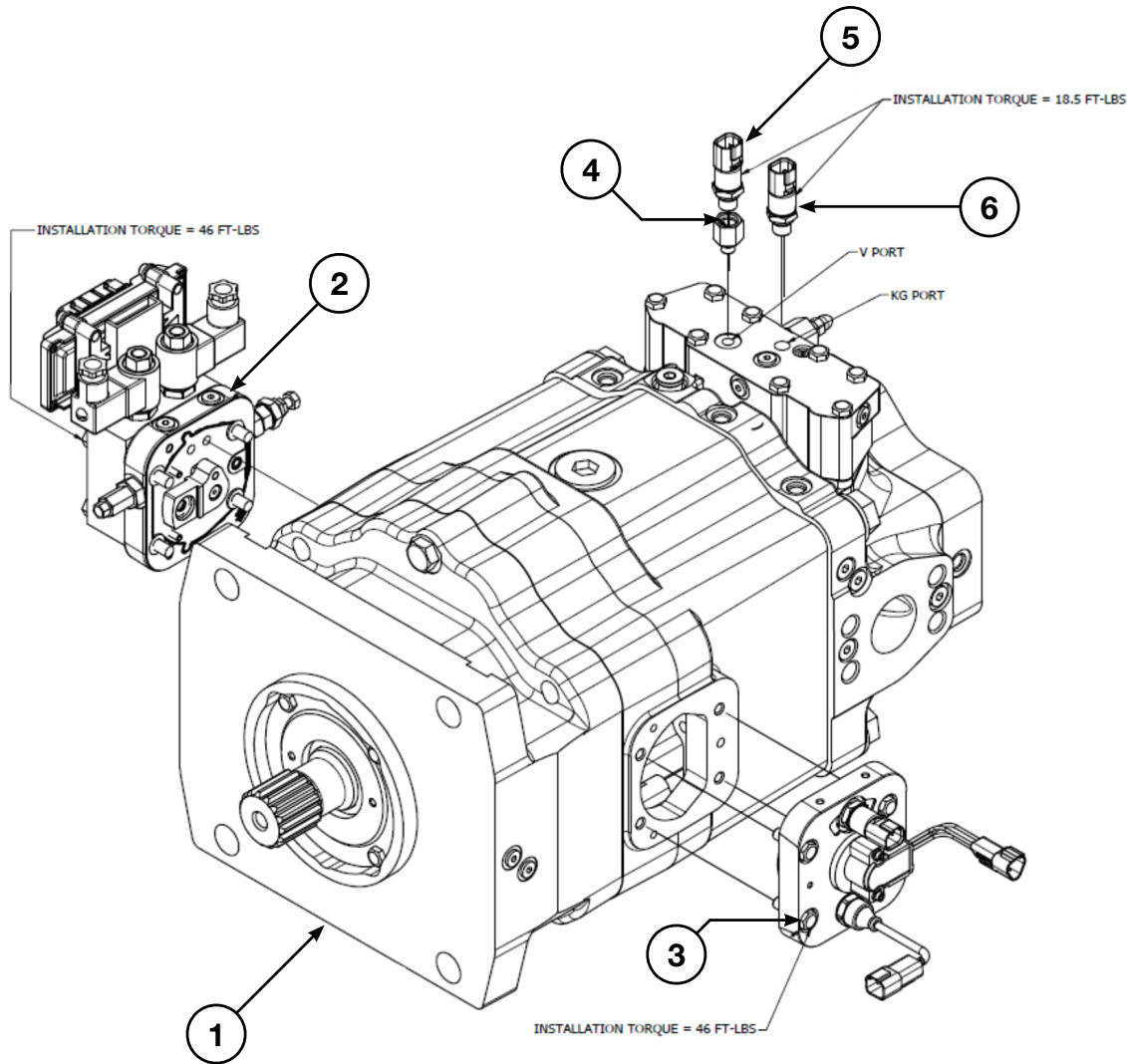
Balloon	Part Number	Description	Qty
1	S23-12957-0	EHS 9A* *01 75-350 A/B 12V	1
	S23-12667-0	EHS-9A*-*00, 75-350 A/B24V1/5	1
2	S53-10855-0	MC41 TO 9A BRACKET	1
3	345-10016-0	WASHER, PLAIN STEEL	2
4	306-40198-0	SCREW, HHC 1/4-20 UNC X 3 LG.	2
5	20085111	MC41	1
6	345-10012-0	WASHER, PLAIN STEEL 1/4	4
7	361-08200-0	SCREW, SHC M6 X 25MM	4

S53-10845-0 (Output Control 9AE)



Balloon	Part Number	Description	Qty
1	033-97105-0	COVER PLATE SENSOR-PAK	1
2	2820012	PRESSURE SENSOR SCP05-035-R6	1
3	20073658	TEMP SENSOR - IQAN-ST	1
4	788-80015-0	SENSOR ROT +/- 22 DEG 01588	1
5	358-08180-0	SCREW, SHC 8-32 UNC X 1 1/4	2
6	345-10008-0	WASHER, PLAIN STEEL 3/16	2

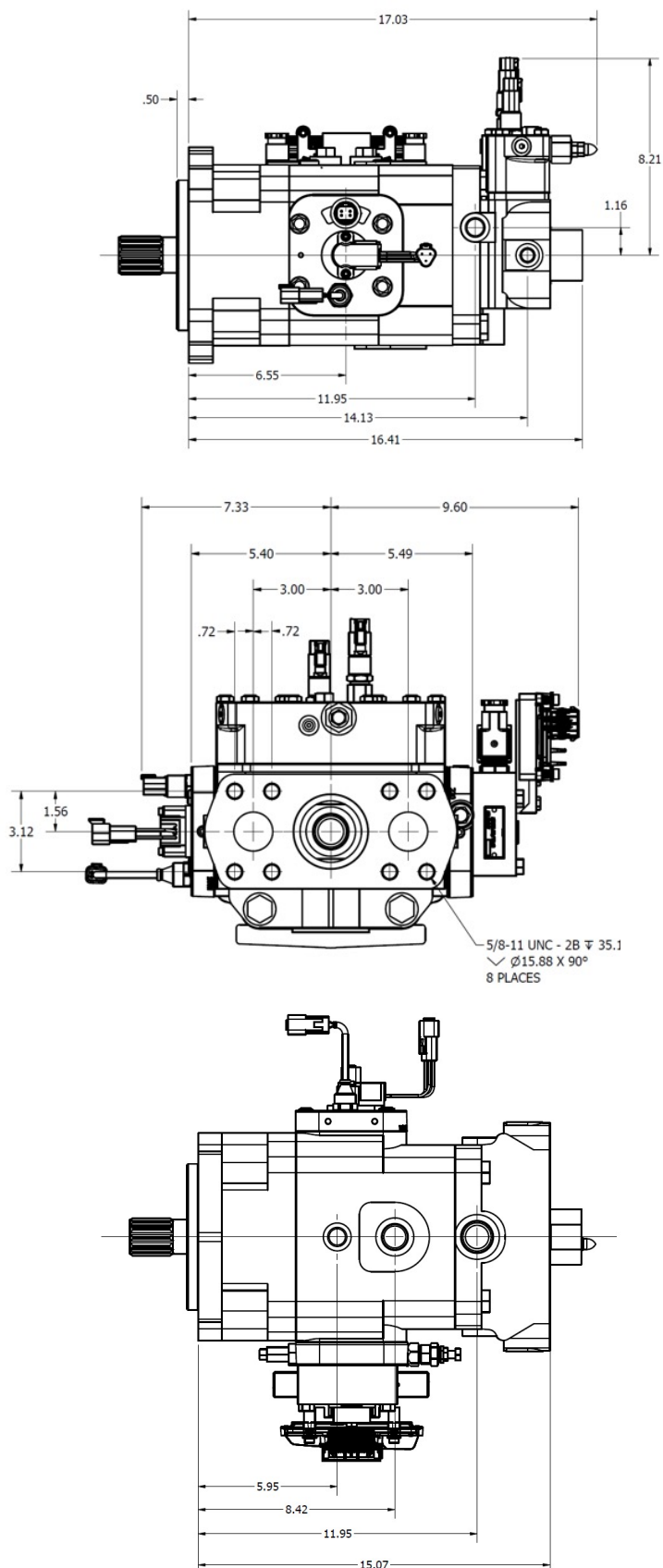
Full Assembly and Part Numbers



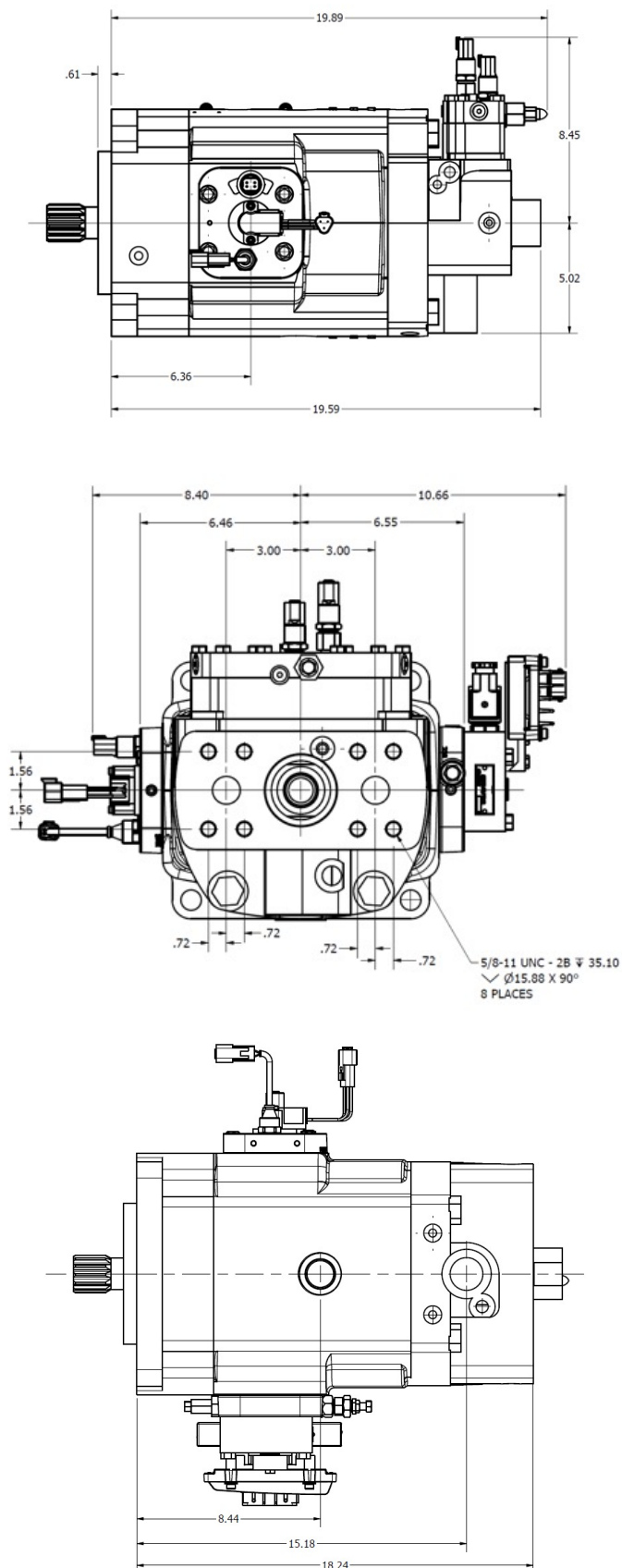
Shown Above: Gold Cup P24

Balloon	Part Number	Description	Qty
1	Pump	Gold Cup Pump	1
2	S53-10833-0	INPUT CONTROL 9AE00 - COMPLETE INPUT CONTROL WITH MC41 INSTALLED (24V COILS)	1
	S53-10843-0	INPUT CONTROL 9AE01 - COMPLETE INPUT CONTROL WITH MC41 INSTALLED (12V COILS)	1
3	S53-10845-0	OUTPUT CONTROL 9AE - COMPLETE OUTPUT CONTROL WITH DISP, TEMP AND PRESSURE SENSORS INSTALLED	1
4	4-6 F5OG5	SAE ADPTR SIZE 4 MALEX SIZE 6 F	1
5	2820013	PRESSURE SENSOR SCP05-500-R6	1
6	2820016	PRESSURE SENSOR SCP05-250-R6	1

P6/7/8 Dimensions

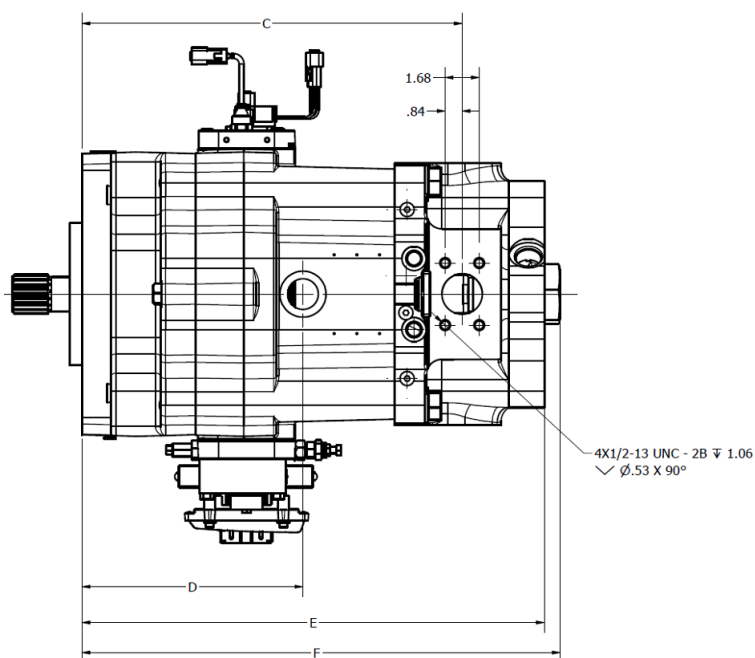
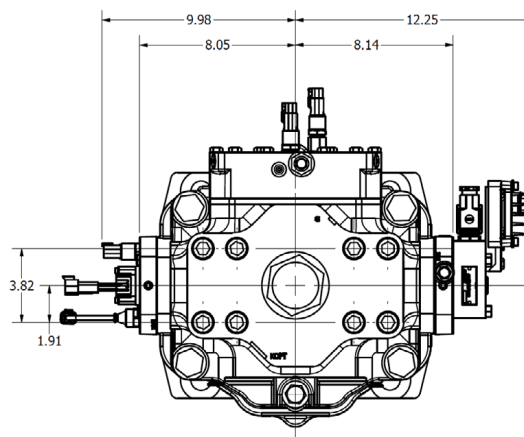
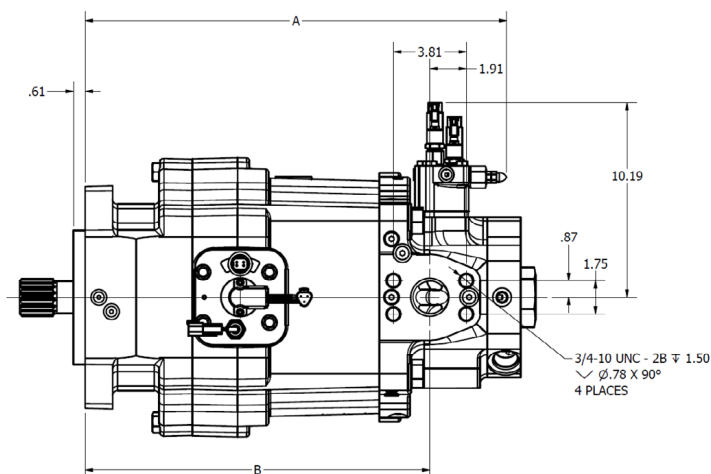


P11/14 Dimensions

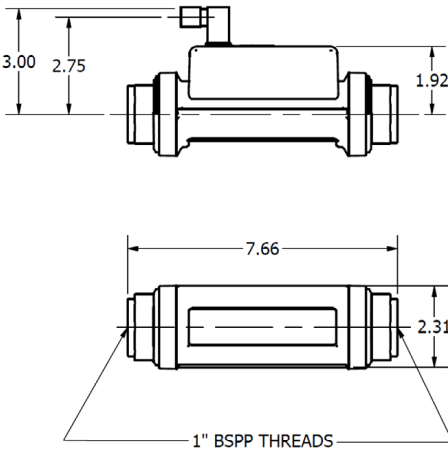


P24/30 Dimensions

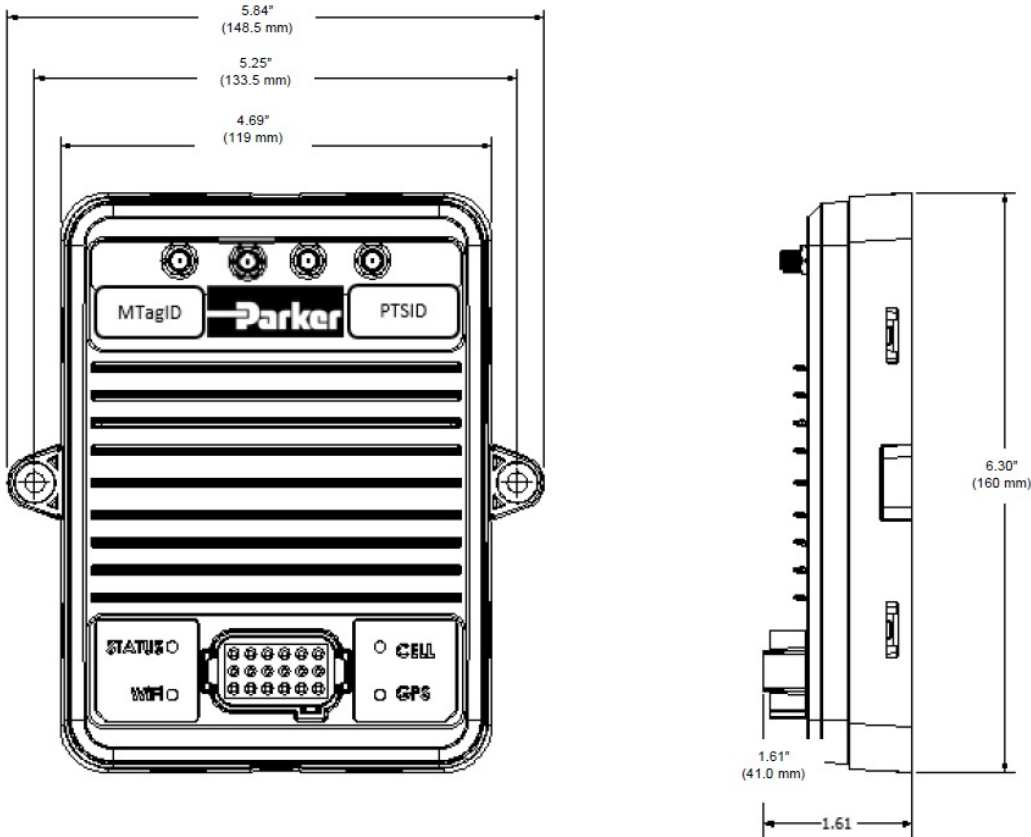
Dimension	P24	P30
A	21.95	22.95
B	18.08	19.08
C	18.80	19.80
D	10.92	10.92
E	22.89	23.89
F	23.70	24.70



Case Flow/Flowmeter Dimensions
Part Number DFT990



PVSG-IQAN Gateway Dimensions
Part Number 166033



The CAN bus in this system is terminated at each controller. The following table indicates the CAN bus information for each of the system sensors.

Sensor Data PGN Information						
Address	PGN	Name	Bit offset	Length	Offset	Resolution
0	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	49	8	0	1
		Pump_Speed_CAN_OUT	57	8	0	10
1	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	57	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10
2	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	49	8	0	1
		Pump_Speed_CAN_OUT	57	8	0	10
3	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	57	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10
4	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	49	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10
5	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	57	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10
6	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	57	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10
7	65280	Case_Temp_CAN_OUT	1	8	0	1
		Displacement_CAN_OUT	9	10	-102	0.20
		Case_Press_CAN_OUT	19	8	1	0
		System_Press_CAN_OUT	27	12	0	1.5
		Replin_Press_CAN_OUT	39	10	0	1
		Case_Drain_CAN_OUT	57	8	0	1
		Pump_Speed_CAN_OUT	1	8	0	10

Analytics Model 1						
Address	PGN	Name	Bit offset	Length	Offset	Resolution
0	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
2	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
3	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
4	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
5	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
6	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1
7	65282	Analytics_Response_1	1	2	0	1
		Analytics_Response_2	3	2	0	1
		Analytics_Response_3	5	2	0	1
		Analytics_Response_4	7	2	0	1
		Conf_Analytics_Response_1	9	8	0	1
		Conf_Analytics_Response_2	17	8	0	1
		Conf_Analytics_Response_3	25	8	0	1
		Conf_Analytics_Response_4	33	8	0	1
		ErrCode_Analytics_Response_1	41	16	0	1

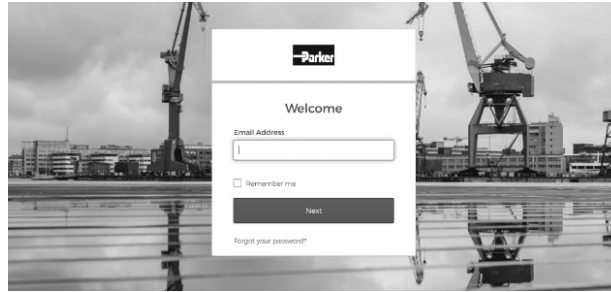
Creating Your Account

To get login credentials, contact your account administrator.

An email/username and password will be sent to your email inbox to create a new user account.

Logging In

Once you have received your login credentials, log in via the web portal at <https://parkermobileiot.com/>



After the user has logged into their organization, they will be greeted with their fleet overview page.



IQAN Connect Fleet overview page

Creating New Users

In order to start using the Parker Mobile IoT portal, an account administrator should create organizations, users, and assets.

A user is created and assigned a specific role in an organization. These step-by-step instructions show how to create a new user in the system and grant access to Parker Mobile IoT 2.0 portal.

1. Select “Users” from the menu options.
2. Click on “+ User” button on the top right.
3. Complete the user’s details:
 - a. First name and Last name
 - b. An email address is the username for logging in and accessing the application. Make sure to use a valid email.

Creating New Users Continued...

- c. Phone Number North America format (123) 456-7890 Enter: 1234567890
 - d. Phone Number Int. format +44 (0)1234 123456 Enter: +44 1234123456
 - e. Organization to which you want to add the new user. This list is searchable. Make sure to assign a home organization to the user, the home organization will be the landing page with visibility to the fleet and other attributes depending on role permissions.
 - f. User role
4. User will get an email with a temporary password. User needs to reset their password for first login. Temporary password could also be found in the user dialog box.
 5. User goes to www.parkermobileiot.com and enters their username (email).
 6. User enters their one time password.
 7. User confirms the one-time password and sets a new password.
 8. User clicks “Change Password” and gets logged to Parker Mobile IoT 2.0.

Creating New Assets

Create new assets by “pairing” the machines or assets with a gateway. Administrators can create and manage the assets on the fleet from the asset page. The asset page lists all assets that belong to the selected organizations in the Org Selector.

1. Click on “Assets” from the navigation menu.
2. Click on “+ Assets” in the Assets page.
3. Select a “Master Tag” from the list of available “whitelisted” master tags. The Master Tag field provides a searchable drop-down list populated with all the Master Tags you have in your organization.
4. Enter an asset name and serial number. The nickname or asset name is a configurable field that can be edited at any time. The serial number is a configurable field that can be edited at any time, we recommend including the Master Tag or machine VIN or identifier in this field for the on-boarding process of the machine.
5. Enter the asset model. We recommend adding the asset model or type in this field, and this field can be edited at any time.
6. The asset will be created in your home organization and can be moved to other organizations later.
7. Select a template from the list. Assets must have an assigned template to be created. The template field is populated by a list of templates in your organization, the template defines the configuration of the signals the gateway will log. It is recommended to reference the knowledge base for more details on how to configure a template.

Additional Information

More information is available in the [PVSG-IQAN Users Guide](#).

Testing

All connections are labeled to ensure the proper sensors are connected to the proper channels. Once all sensors have been installed and the system is powered up, access the user account at parkermobileiot.com. Ensure all sensors are reading properly and that the signal is correct. If there is an error, use following steps to correct the issue:

1. Ensure the proper leads are connected (i.e. replenishment and system pressure transmitters are not switched).
2. Ensure the sensors have been properly installed.
3. If operating a multi-pump system, make sure the proper pump is being accessed in the portal.
4. Ensure the template in parkermobileiot.com is set up properly and matches the CAN addressing information below

If this does not solve the issue, contact technical support.

System Updates

As new analytics features are added, the system will be periodically updated. This will be performed via an over-the-air update (OTA). These updates will be sent out automatically and will be accompanied by an email update that outlines all updated features. All email addresses associated with Gold Cup-IE systems will receive these emails. Any updates that need to be addressed will be highlighted in the update emails and will be added to the next revision of this document.

If your system is not accessible, either by cellular, Wi-Fi, or Ethernet, the update will wait in a cue until the system is reconnected at which point the update will automatically take place.

IQAN

- [IQAN Connect Store](#)
- [IQAN Connect Landing Page](#)
- [Electronic Control Systems IQAN Products Catalog](#)
- [IQAN Users Guide](#)
- [IQAN Forum](#)

Electronic Motion Controls Division

- [Electronic Motion Controls Division Website](#)
- [Community Forum](#)

Hydraulic Pump and Power Systems Division

- [HPS Division Landing Page](#)
- [Distributor Locator](#)
- [Literature and Reference Materials](#)

Gold Cup

- [Gold Cup Catalog](#)
- [Gold Cup Supporting Docs](#)

Contact Parker

- [Contact Form](#)

September 2021

Initial Release

Offer of Sale**Hydrostatic Transmission Piston Pumps
GOLD CUP® – IE Series**

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. **Terms and Conditions.** 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. **Price Adjustments; Payments.** 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. **Delivery Dates; Title and Risk; Shipment.** 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 eighteen months from the date of shipment from the Company. 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. **LIMITATION OF LIABILITY.** UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

7. **User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.

8. **Loss to Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, will be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer ordering the items manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

9. **Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

10. **Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.

11. **Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including

attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer 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. **Cancellations and Changes.** 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. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.

14. **Force Majeure.** Seller does not assume the risk and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control.

15. **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. Invalidity 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. **Termination.** 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) appoints 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. **Governing Law.** 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. **Entire Agreement.** 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. 04/2014



HPS Division Contact – Pumps and Sensors

Hydraulic Pump and Power Systems

14249 Industrial Parkway

Marysville, OH 43040

phone 937 644 3915

fax 937 642 3738

Parker Customer Services: 1 800 272 7537

Specific Gold Cup Information and Questions: GoldcupIE@Parker.com

www.parker.com/hps