

39 Series
Air Preparation Units
3/4 through 1 inch

Catalog 9CW-CK-272



WILKERSON®

 **WARNING**

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Offer of Sale

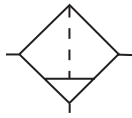
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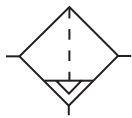
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F39 Series Particulate Filters

Particulate Filter F39



Manual Drain



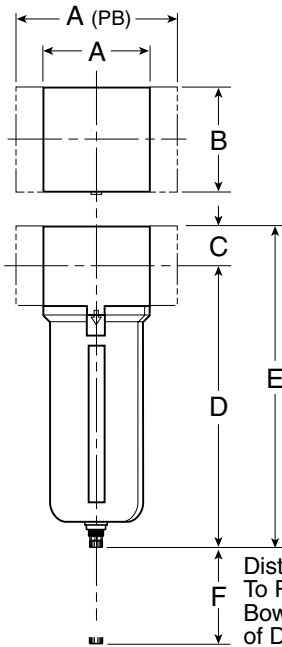
Auto Drain



F39-08-SL00

Features

- Standard 5 micron filtration.
- High flow Capacities.
- 3/4" and 1" NPT ports.
- Port Blocks for BSPP Thread and 1-1/2" Ports.
- Quick-disconnect bowl.



Distance Required To Remove All Bowls Regardless of Drain Option

= "Most Popular"

Specifications

Flow Capacity*	3/4	270 SCFM (127 dm ³ /s)
	1	280 SCFM (132 dm ³ /s)
Operating Temperature	32 to 175°F (0 to 80°C)	
Maximum Supply Pressure	250 PSIG (17 bar)	
Standard Filtration	Micron	5
Useful Retention**	oz. (cm ³)	6.8 (200)
Port Size	NPT	3/4, 1
Weight	lb. (kg)	3.5 (1.6)

* Inlet pressure 100 PSIG (6,9 bar). Pressure drop 5 PSID (0,3 bar).

** Useful retention refers to volume below the quiet zone baffle.

"F" Series Filters, Type "A" 5 micron elements: All Wilkerson Type "A" 5 micron elements **meet or exceed** ISO Class 3 for maximum particle size and concentration of solid contaminants.

Materials of Construction

Body	Aluminum
Bowls	Aluminum
Deflector	Plastic
Baffle	Plastic
Filter Element	Sintered Polyethylene
Seals	Nitrile
Sight Gauge	Polyamide (Nylon)

F39 Filter Dimensions				
A	A _(PB)	B	C	D [†]
3.62 92mm	5.91 150mm	3.62 92mm	1.38 35mm	9.57 243mm
E [†]	F			
10.95 278mm	4.92 125mm			

[†]With Manual Drain or Internal Auto Drain

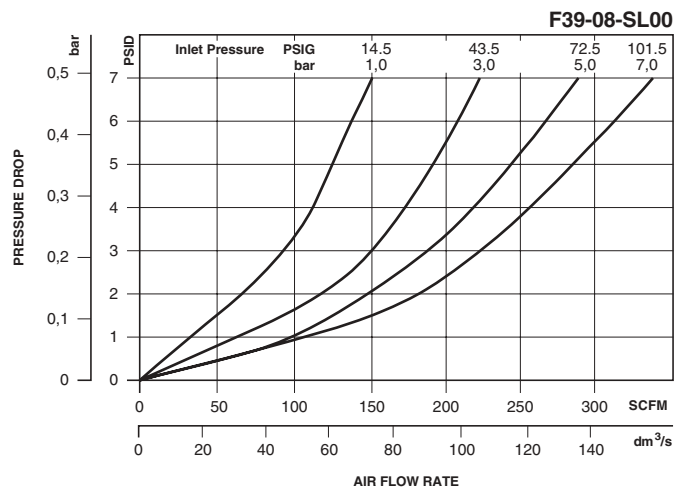
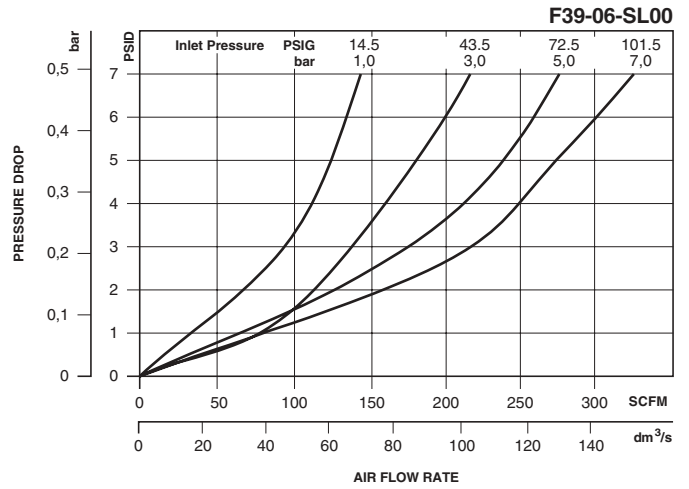
F39 Series Particulate Filters

= "Most Popular"

F39 Filter Kits & Accessories

Bowl Kits –

- Metal Bowl – Sight Gauge / Internal Auto Drain P3NKA00BSA
- Sight Gauge / Manual Drain P3NKA00BSM
- Bowl Latch Kit** C11A33
- Sight Gauge Kit** P3NKA00PE
- Drain Kit – Internal Auto Drain** PS506
- Manual Drain PS512
- Filter Elements – 40 Micron** P3NKA00ESG
- 5 Micron P3NKA00ESE
- Activated Carbon P3NKA00ESA
- Mounting Bracket Kit** P3NKA00MW



Ordering Information		
Model Type	Port Size	Metal Bowl Sight Gauge
Manual Drain	3/4	F39-06-SL00
	1	F39-08-SL00
Automatic Mechanical Drain	3/4	F39-06-SH00
	1	F39-08-SH00

M39 Series Coalescing Filters

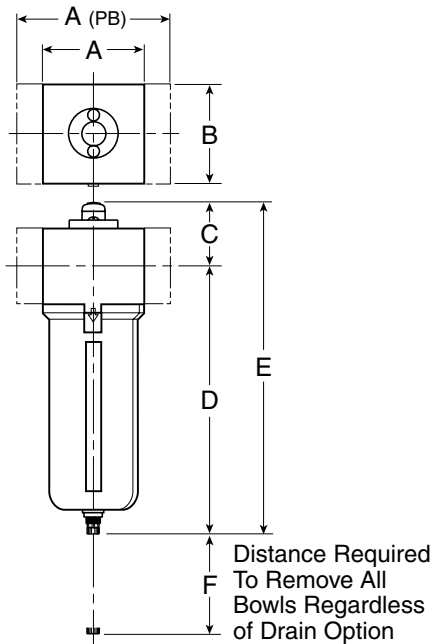
Coalescing Filter M39



M39-08-SL00

Features

- High-efficiency removal of water, oil aerosols, and solid particulate contaminants down to 0.01 ppm/wt with minimum pressure drop.
- Modern design and appearance.
- Pressure differential indicator standard.
- 3/4" and 1" NPT ports.
- High flow capacity.
- Quick-disconnect bowl.
- Port Blocks for BSPP Thread and 1-1/2" Port.



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Specifications

Flow Capacity*	3/4 1	115 SCFM (54 dm ³ /s) 120 SCFM (57 dm ³ /s)
Operating Temperature	32 to 175°F (0 to 80°C)	
Maximum Supply Pressure	Metal Bowl	250 PSIG (17 bar)
Standard Filtration	Micron	(B) 0.5, (C) 0.01
Useful Retention**	oz. (cm ³)	2.89 (84.9)
Port Size	NPT	3/4, 1
Weight	lb. (kg)	3.5 (1.6)

* Inlet pressure 101.5 PSIG (7 bar). Pressure drop 3 PSID (0.2 bar).
** Useful retention refers to useable bowl capacity below the element.

"M" Series Coalescing Filters, with Type "B" 0.5 micron elements: All Wilkerson Type "M" Oil Removal (Coalescing) Filters with Type "B" 0.5 micron elements **exceed ISO Class 2** for maximum particle size and concentration of solid contaminants, and exceed Class 3 on maximum oil content (ppm/wt).

"M" Series Coalescing Filters, with Type "C" 0.01 micron elements: All Wilkerson Type "M" Oil Removal (Coalescing) Filters with Type "C" 0.01 micron elements **exceed ISO Class 1** for maximum particle size and concentration of solid contaminants, and exceed Class 1 on maximum oil content (ppm/wt).

Materials of Construction

Body	Aluminum		
Bowls	Aluminum		
Filter Element	Type B, C	Borosilicate and Felt Glass Fibers	
Seals	Nitrile		
Sight Gauge	Polyamide (Nylon)		

M39 Coalescing Filter Dimensions				
A	A _(PB)	B	C	D [†]
3.62 92mm	5.91 150mm	3.62 92mm	2.30 58.5mm	9.57 243mm
E [†]	F			
11.90 302mm	4.92 125mm			

[†]With Manual Drain or Internal Auto Drain

M39 Series Coalescing Filters

= "Most Popular"

M39 Filter Kits & Accessories

Bowl Kits –

- Metal Bowl – Sight Gauge / Internal Auto Drain P3NKA00BSA
- Sight Gauge / Manual Drain P3NKA00BSM

Bowl Latch Kit C11A33

Sight Gauge Kit P3NKA00PE

DPI Replacement Kit PS781

Drain Kit – Internal Auto Drain PS506

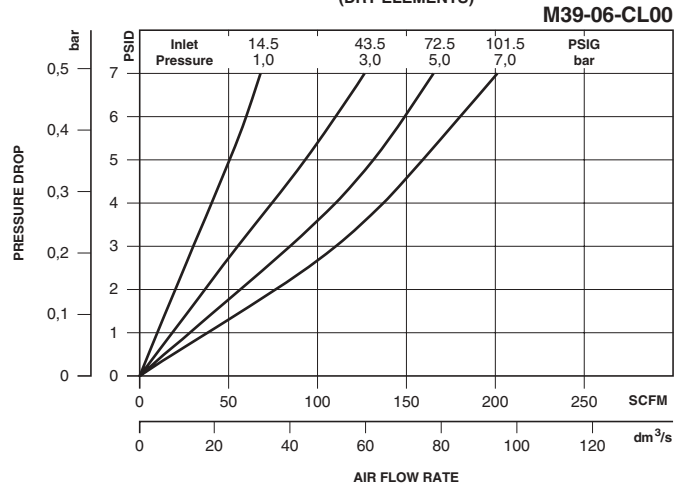
Manual Drain PS512

Filter Elements – Grade 6 / Type C P3NKA00ESC

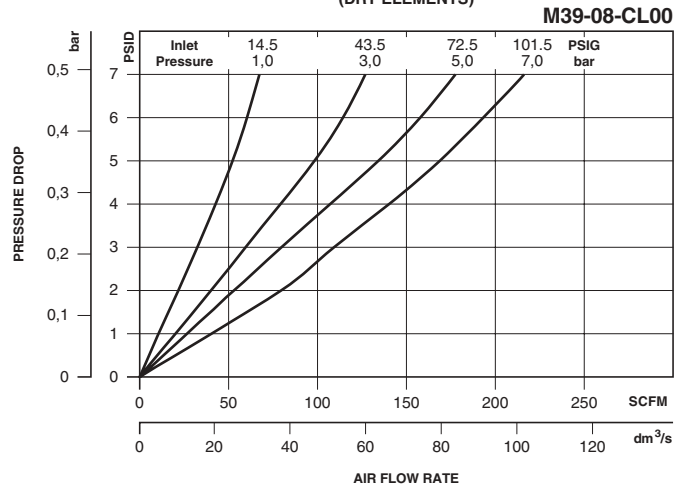
Grade 10 / Type B P3NKA00ES9

Mounting Bracket Kit P3NKA00MW

M39 FLOW CURVES, 3/4" SIZES, C ELEMENTS
(DRY ELEMENTS)



M39 FLOW CURVES, 1" SIZES, C ELEMENTS
(DRY ELEMENTS)

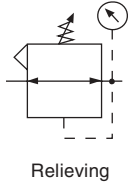


Ordering Information

Model Type	Port Size	Metal Bowl/Sight Gauge/ C Element
Manual Drain	3/4	M39-06-CL00
	1	M39-08-CL00
Automatic Mechanical Drain	3/4	M39-06-CH00
	1	M39-08-CH00

R39 Series Regulators

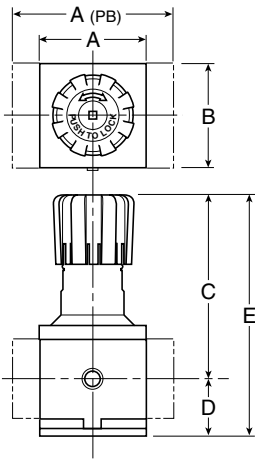
Regulator R39



R39-06-F000

Features

- Balanced valve design.
- Solid central piston for extended life.
- 3/4" and 1" NPT ports.
- Port blocks available for BSPP Thread and 1-1/2" port.



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Specifications

Flow Capacity*	3/4	520 SCFM (245 dm ³ /s)
	1	600 SCFM (283 dm ³ /s)
Operating Temperature	32 to 175°F (0 to 80°C)	
Maximum Supply Pressure	250 PSIG (17 bar)	
Adjusting Range Pressure	0-125 PSIG (0-8,6 bar)	
Port Size	NPT	3/4, 1
Gauge Port	1/4	
Weight	lb. (kg)	6.2 (1.9)

* Inlet pressure 100 PSIG (6,9 bar). Secondary pressure 90 PSIG (6,2 bar).

Materials of Construction

Body	Aluminum
Cap & Bonnet	Aluminum
Knob	Plastic
Piston	Plastic
Poppet Assembly	Brass/Nitrile
Springs	Steel
Seals	Nitrile

CAUTION:

REGULATOR PRESSURE ADJUSTMENT – The working range of knob adjustment is designed to permit outlet pressures within their full range. Pressure adjustment beyond this range is also possible because the knob is not a limiting device. This is a common characteristic of most industrial regulators, and limiting devices may be obtained only by special design.

R39 Regulator Dimensions			
A	A _(PB)	B	
3.62 92mm	5.91 150mm	3.62 92mm	
C	D	E	
6.38 162mm	2.08 53mm	8.46 215mm	

⚠ WARNING

Do not connect regulator to bottled gas.

Do not exceed maximum primary pressure rating.

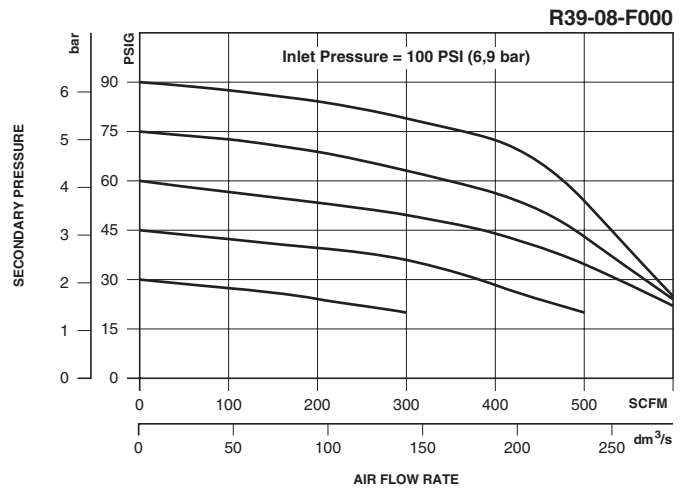
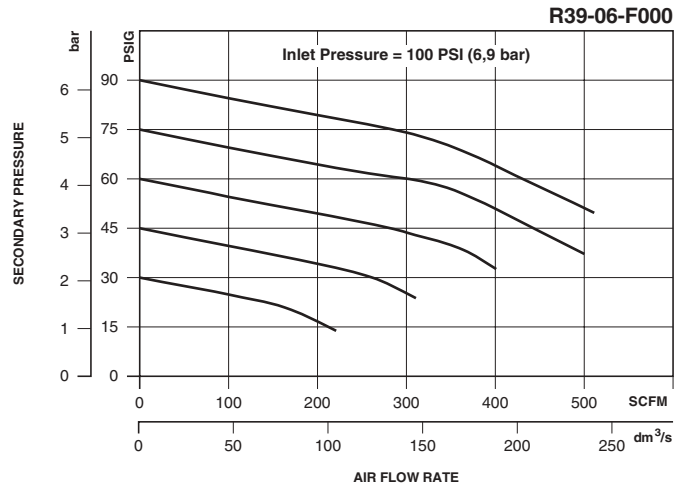
Product rupture can cause serious injury.

R39 Series Regulators

= "Most Popular"

R39 Regulator Kits and Accessories

- Control Knob** P3NKA00PN
- Gauges** – 60 PSIG (0-4 bar) P781641
 - 160 PSIG (0-11 bar) P781642
 - 300 PSIG (0-20 bar) P781643
- Service Kit** – Relieving P3NKA00RR
 - Non-relieving P3NKA00RN
- Springs** – 1-60 PSIG Range C10A1304
 - 2-125 PSIG Range C10A1308
 - 5-250 PSIG Range C10A1317
- Mounting Bracket Kit** P3NKA00MW

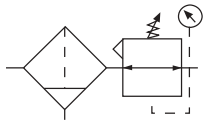


For best performance, regulated pressure should always be set by increasing the pressure up to the desired setting.

Ordering Information		
Model Type	Port Size	Without Gauge 0-125 PSI (0-8,6 bar)
Relieving	3/4	R39-06-F000
	1	R39-08-F000

B39 Series Filter / Regulators

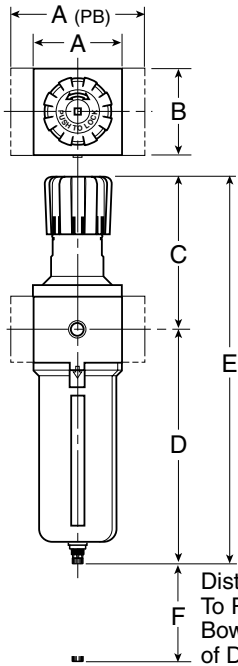
Filter/Regulator B39



B39-06-FL00

Features

- 5 micron filtration.
- Balanced valve design.
- Solid control piston for extended life.
- 3/4" and 1" NPT ports.
- Port blocks available for BSPP Thread and 1-1/2" port.
- Quick disconnect bowl.
- High flow capacities.



Distance Required To Remove All Bowls Regardless of Drain Option

= "Most Popular"

Specifications

Flow Capacity*	3/4 1	500 SCFM (236 dm ³ /s) 560 SCFM (264 dm ³ /s)
Operating Temperature	32 to 175°F (0 to 80°C)	
Maximum Supply Pressure	250 PSIG (17 bar)	
Standard Filtration***	Micron	5
Useful Retention**	oz. (cm ³)	6.8 (200)
Adjusting Range Pressure	0-125 PSIG (0-8,6 bar)	
Port Size†	NPT	3/4, 1
Gauge Port	1/4	
Weight	lb. (kg)	5.3 (2.4)

*Inlet pressure 100 PSIG (6,9 bar). Secondary pressure 90 PSIG (6,2 bar).

**Useful retention refers to volume below the quiet zone baffle.

†Port blocks available for BSPP thread & 1-1/2" port.

***Type "A" 5 micron elements: All Wilkerson Type "A" 5 micron elements meet or exceed ISO Class 3 for maximum particle size and concentration of solid contaminants.

Materials of Construction

Body & Bowl	Aluminum
Element Retainer, Deflector and Baffle	Plastic
Filter Element	Sintered Polyethylene
Seals	Nitrile
Springs	Steel
Valve Assembly	Brass/Nitrile
Piston	Plastic
Sight Gauge	Polyamide (Nylon)

B39 Filter / Regulator Dimensions				
A	A (PB)	B	C	D †
3.62 92mm	5.91 150mm	3.62 92mm	6.38 162mm	9.57 243mm
E †	F			
15.95 405mm	4.92 125mm			

†With Manual Drain or Internal Auto Drain

CAUTION:

REGULATOR PRESSURE ADJUSTMENT – The working range of knob adjustment is designed to permit outlet pressures within their full range. Pressure adjustment beyond this range is also possible because the knob is not a limiting device. This is a common characteristic of most industrial regulators, and limiting devices may be obtained only by special design.

⚠ WARNING

Do not connect regulator to bottled gas.

Do not exceed maximum primary pressure rating.

Product rupture can cause serious injury.

B39 Series Filter / Regulators

= "Most Popular"

B39 Filter / Regulator Kits & Accessories

Bowl Kits –

- Metal Bowl – Sight Gauge / Internal Auto Drain P3NKA00BSA
- Sight Gauge / Manual Drain P3NKA00BSM

Bowl Latch Kit C11A33

Control Knob P3NKA00PN

Drain Kit – Internal Auto Drain PS506

Manual Drain PS512

Filter Element Kits – 40 Micron P3NKA00ESG

5 Micron P3NKA00ESE

Activated Carbon P3NKA00ESA

Gauges – 60 PSIG (0 to 400 kPa) P781641

160 PSIG (0 to 1100 kPa) P781642

300 PSIG (0 to 2000 kPa) P781643

Service Kit – Relieving P3NKA00RR

Non-Relieving P3NKA00RN

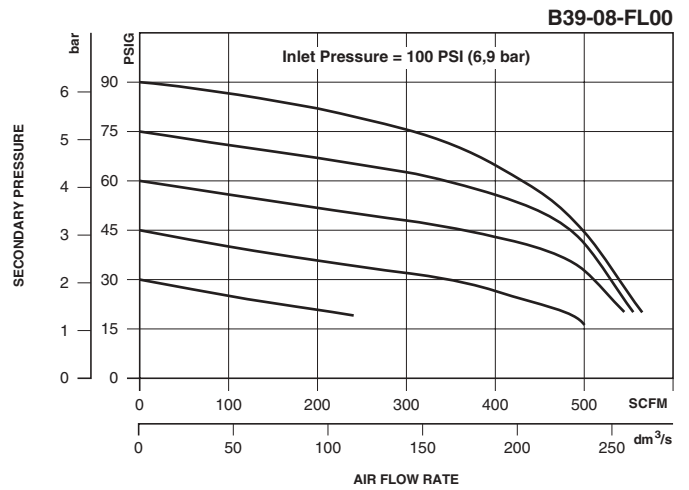
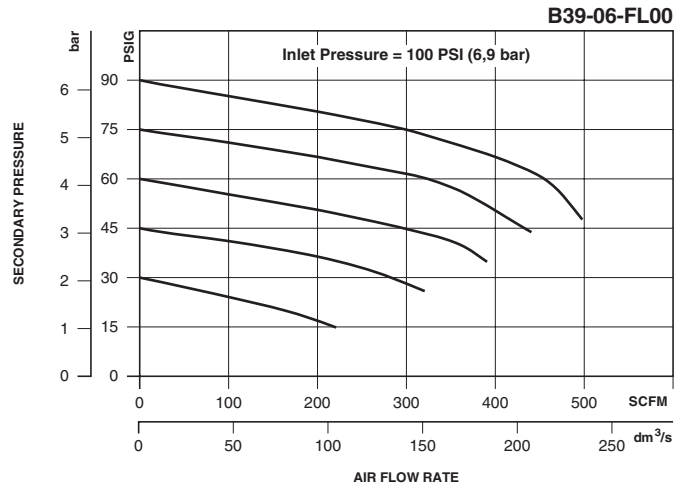
Sight Gauge Kit P3NKA00PE

Springs – 1-60 PSIG Range C10A1304

2-125 PSIG Range C10A1308

5-250 PSIG Range C10A1317

Mounting Bracket Kit P3NKA00MW

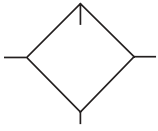


For best performance, regulated pressure should always be set by increasing the pressure up to the desired setting.

Ordering Information		
Model Type	Port Size	Metal Bowl/Sight Gauge without Gauge 2-125 PSIG (0,4-8,6 bar)
Manual Drain	3/4	B39-06-FL00
	1	B39-08-FL00

L39 Series EconOmist Lubricators

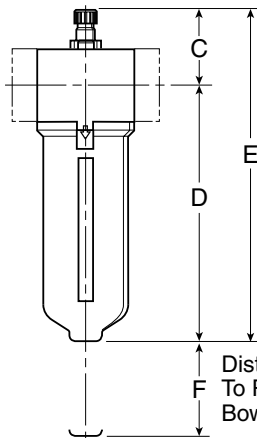
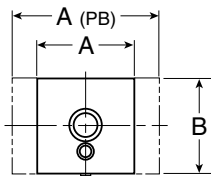
Lubricator L39



L39-06-LD00

Features

- Transparent sight dome for 360° visibility.
- 3/4" and 1" NPT ports.
- Fillable under pressure.
- Quick-disconnect bowl.
- High flow capacities and proportional oil delivery.
- Port blocks available for BSPP Thread and 1-1/2" port.



= "Most Popular"

Specifications

Flow Capacity*	3/4, 1	270 SCFM (127 dm ³ /s)
Operating Temperature	32 to 175°F (0 to 80°C)	
Maximum Supply Pressure	250 PSIG (17 bar)	
Useful Retention	oz. (cm ³)	18 (510)
Port Size†	NPT	3/4, 1
Weight	lb. (kg)	3.5 (1.6)

*Inlet pressure 100 PSIG (6,9 bar). Pressure drop 5 PSID (0,3 bar).

†Port blocks available for BSPP thread & 1-1/2" port.

Materials of Construction

Body	Aluminum
Bowl	Aluminum
Sight Dome	Polycarbonate
Seals	Nitrile
Sight Gauge	Polyamide (Nylon)
Suggested Lubricant	ISO/ASTM VG32

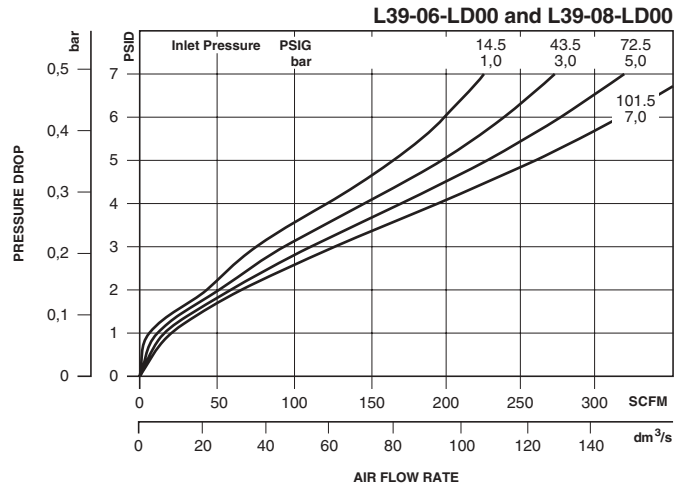
L39 Lubricator Dimensions				
A	A _(PB)	B	C	D
3.62 92mm	5.91 150mm	3.62 92mm	2.81 71mm	9.00 229mm
E	F			
11.81 300mm	4.92 125mm			

L39 Series EconOmist Lubricators

= "Most Popular"

L39 Lubricator Kits & Accessories

- Adjustment Knob P04121
- Bowl Kits –**
- Metal Bowl – Sight Gauge / Manual Drain P3NKA00BSM
- Bowl Latch Kit** C11A33
- Drain Kit – Manual Drain** PS512
- Fill Cap Kit** P3NKA00PL
- Sight Dome Kit – Polycarbonate** PS740
- Nylon PS740N
- Sight Gauge Kit** P3NKA00PE
- Pressure Fill Adapter Kit** P3NKA00PK
- Service Kit** P3NKA00RL
- Mounting Bracket Kit** P3NKA00MW

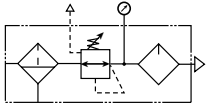


Ordering Information		
Model Type	Port Size	Metal Bowl Sight Gauge
No Drain	3/4 1	L39-06-LD00 L39-08-LD00

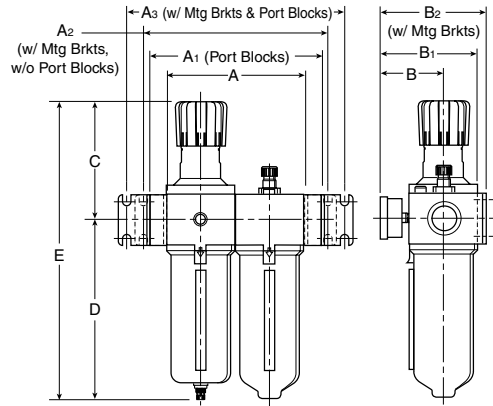
Modular Combinations – 39 Hi-Flow Series

- Regulator can be mounted with knob in up or down position.
- See individual component pages for details.

D39 Combination



⚠ WARNING
 Do not connect regulator to bottled gas.
 Do not exceed maximum primary pressure rating.
 Product rupture can cause serious injury.

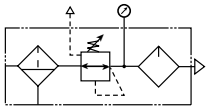


Ordering Information		
Model Type	Port Size	Metal Bowl, with Gauge 7-125 PSIG (0,4-8,6 bar)
Manual Drain	1	D39-08-FLG0
Automatic Mechanical Drain	1	D39-08-FHG0

A 7.24 184mm	A₁ 9.53 242mm	A₂ 9.84 250mm	A₃ 12.13 308mm	B 3.62 92mm
B₁ 5.20 132mm	B₂ 5.74 146mm	C 6.38 162mm	D 9.57 243mm	E 15.95 405mm

All dimensions nominal.

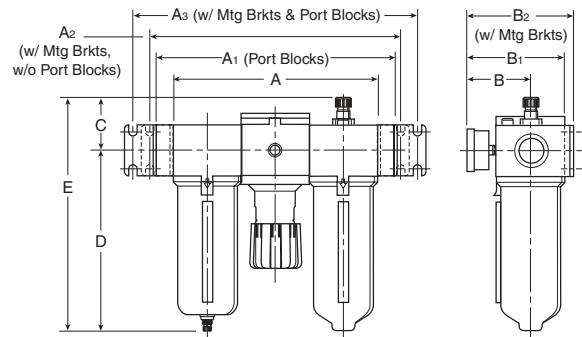
C39 Combination



CAUTION:

REGULATOR PRESSURE ADJUSTMENT –

The working range of knob adjustment is designed to permit outlet pressures within their full range. Pressure adjustment beyond this range is also possible because the knob is not a limiting device. This is a common characteristic of most industrial regulators, and limiting devices may be obtained only by special design.

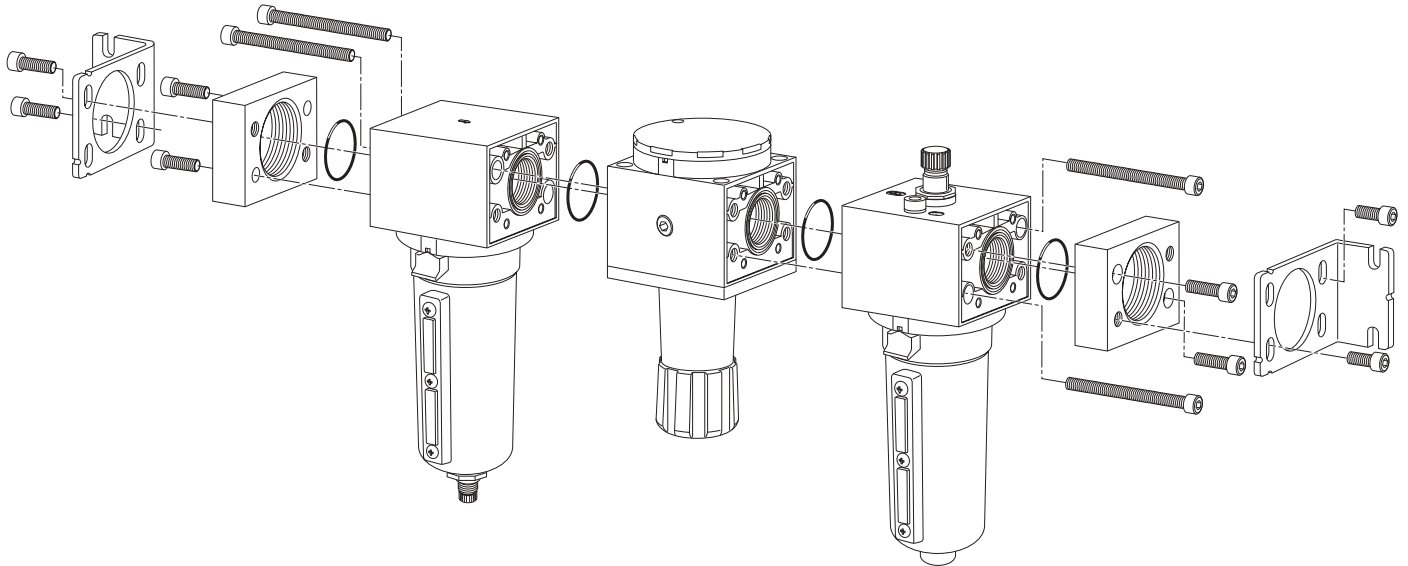


Ordering Information		
Model Type	Port Size	Metal Bowl, with Gauge 7-125 PSIG (0,4-8,6 bar)
Manual Drain	1	C39-08-FLG0
Automatic Mechanical Drain	1	C39-08-FHG0

A 10.87 276mm	A₁ 13.15 334mm	A₂ 13.46 342mm	A₃ 15.75 400mm	B 3.62 92mm
B₁ 5.20 132mm	B₂ 5.74 146mm	C 2.81 71mm	D 9.57 243mm	E 12.38 314mm

All dimensions nominal.

Modular Accessories – 39 Hi-Flow Series

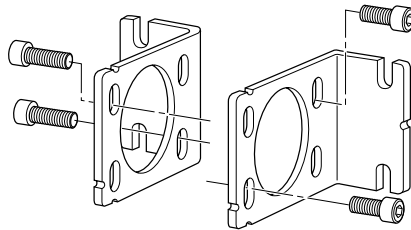


Screws and O-Rings for modular connection come with F, L, and B units.

Mounting Brackets

P3NKA00MW

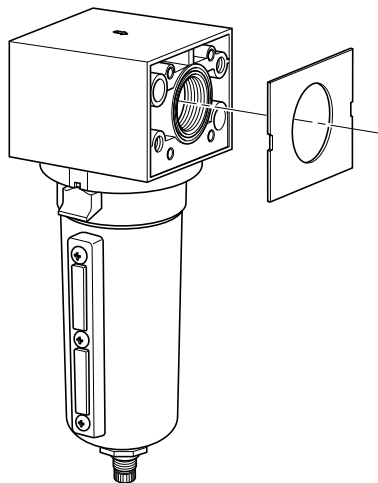
For 1-1/2" BSPP Port Block with E02 fitting application, use Mounting Bracket **P3NKA0BMW**



Replacement Body Covers

P3NKA00PM

Each Kit contains two covers. All units are shipped with body covers.



For modular combinations, one side has groove and the mating side is flat. Use the o-ring seal provided in the groove. For some modular combinations, both surfaces may have grooves. In those applications, use o-ring in one groove and square seal provided in the other.

Port Block Kits

Individual Units:

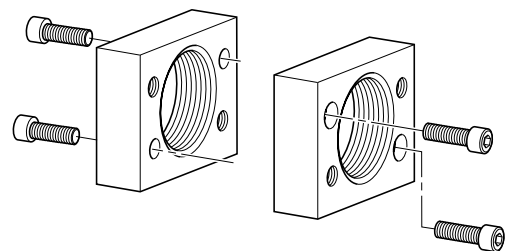
	3/4"	1"	1-1/2"
NPT	P3NKB96CP	P3NKB98CP	P3NKB9BCP
BSPP	P3NKB16CP	P3NKB18CP	P3NKB1BCP

Modular Combinations:

NPT	P3NKB96CL	P3NKB98CL	P3NKB9BCL
BSPP	P3NKB16CL	P3NKB18CL	P3NKB1BCL

Port Block Kits allow units to be installed or removed as modular components.

Each Kit includes all the necessary pieces to make two port connections.



Notes

Notes

Offer of Sale

The items described in this document and other documents or descriptions provided by The Company, its subsidiaries and its authorized distributors, are hereby offered for sale at prices to be established by The Company, 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 item, when communicated to The Company, its subsidiaries 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 DESIGN 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 IN TORT, 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 limitations, 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 manufacture of the items sold hereunder, 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.

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 judgements 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 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.

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