

Legal Information, Notices, & License

By using or participating in this website, file transfer protocol (FTP) or other file sharing server, online service, application, email messaging service, social media page, game, contest and/or advertisement (“Parker Service(s)”) provided by Parker-Hannifin Corporation, and/or its subsidiaries, affiliates, associated companies, agents, consultants, suppliers, distributors, partners, licensors and licensees (“Parker” or “the Parker organization”), you agree to the following terms. IF YOU DO NOT AGREE, DO NOT USE THE PARKER SERVICE.

Safety

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS AND SERVICES, AND/OR THE INFORMATION OR OTHER CONTENT DESCRIBED IN THE PARKER SERVICES CAN CAUSE DEATH, PERSONAL INJURY AND PROPERTY DAMAGE.

- Parker Services may provide component 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 component or system, 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 by the Parker organization.
- To the extent that the Parker organization provides 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.

For additional information, please visit www.parker.com at [Safety](#).

Privacy Policy

Please read the following policy to understand how your personal information will be treated as you use, download or otherwise access Parker Services. This policy may change from time to time so please revisit this page periodically. Web sites which are linked to Parker Services may have different policies and Parker is not responsible for the privacy practices of such other sites. For additional information, please visit www.parker.com at [Privacy Policies](#)

Disclosure and Use of Information

Any personal information you provide using Parker Services may be used, held or shared by the Parker organization to provide you with services associated with our products, services, content, and advertising.

Parker does not sell, trade or rent your personal information to others, or disclose your personal information to others outside of the Parker organization. However, we may disclose information in special cases when we believe in good faith that such release is necessary to comply with law, to identify or bring legal action against someone who may be violating our conditions of use and terms of service, to enforce or apply the terms of any of our user agreements, or protect the rights, property or safety of the Parker organization or others.

Parker a global organization and the Parker Service have users all over the world. Any information you give us using Parker Services may be transmitted to servers outside the country where the information was entered, and may be used, stored and processed outside of the country where it was entered.

We may use certain information gathered from the Parker Services to compile demographic data about our users, sales, traffic patterns, and related site information, and otherwise to help us develop, deliver, and improve our products, services, content, and advertising. If provided to third parties, this data will include no personally identifying information.

Location-Based Services

Some location-based services require your personal information for the feature to function. To provide location-based services, Parker may collect, use, and share precise location data, including the real-time

geographic location of your computer or device. This location data is collected anonymously in a form that does not personally identify you and is used by the Parker organization to provide and improve location-based products and services. For example, we may share geographic location with application providers when you opt in to their location services.

Security

We will use every reasonable effort to ensure the security of our system and will strive to protect any personal information you provide through this site. Unfortunately, we cannot guarantee that all data transmitted over the Internet will be secure.

Cookies

Parker Services may use cookies and other technologies such as pixel tags and web beacons. These technologies help us to improve your experience when using Parker Services. Information obtained using these technologies may be treated as personal or non-personal information in accordance with applicable law. Your browser or device probably can be set to disable these technologies, but you may not be able to use the Parker Service.

IP Addresses

An IP address is a number which is used to identify computers so that data such as web pages you request can be sent to you. Our server may automatically collect IP addresses for purposes of administering our system and to help us diagnose problems with our server.

Ordering

This Parker Service may allow you to place orders for Parker products. When you place an order using a Parker Service, credit card information you submit will be transmitted in a secured format using secure server software (SSL) which encrypts this information. Of course, your credit card information will be submitted to the credit card institution for processing.

Registered Users

The Parker Service may allow you to become a registered user. When you become a registered user, we may ask for your name, email address, and other information. You may be asked whether you would like to receive e-mail messages regarding our products or other topics with may be of interest to you. We won't send you such messages without your consent.

Consent

By using a Parker Service, you consent to the collection and use by the Parker organization of the information mentioned above.

Users Under the Age of 13

If you are under the age of 13, do not provide any personally identifiable information without the knowledge and permission of your parent or guardian.

Conditions of Use and Terms of Service

Copyright

Copyright © Parker Hannifin Corporation. Year of copyright is the current year. All rights reserved. The content of the Parker Services may not be copied, reproduced, replaced, distributed, published, displayed, modified, or transferred in any form or by any means except with the prior permission of Parker-Hannifin Corporation. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

Limitation of Warranty

The data and information contained in the Parker Services are believed to be accurate, BUT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall the Parker organization be liable for any damages of any kind whatsoever, including any special, indirect, or consequential damages, relating to the use of this site except as otherwise limited by applicable law. Parker products and services are warranted, if at all, only according to their [Offer of Sale](#).

Links to Third Party Sites

Any links in Parker Services may allow the user to leave the service. The linked sites may not be under the control of Parker, and Parker shall not be responsible for the content of any linked site or link contained in a linked site. Parker may provide these links as a convenience only, and the inclusion of any link does not imply an endorsement by Parker of that site.

User Access

Parker may at any time, in its sole discretion: (1) revoke the access of any user of a Parker Service; (2) modify, change, withdraw, delete, or disable a Parker Service and/or any of these conditions of use in whole or in part.

Trademark

Parker," "Parker-Hannifin," and/or other Parker names or products referenced herein are either trademarks or registered trademarks of Parker-Hannifin Corporation. Other product or company names mentioned herein may be the trademark of their respective owners.

Software and Files

Any software, application, program, or files (collectively "Software") that may be made available for download, access, or other use from a Parker Service may be the copyrighted work of Parker and/or its suppliers. Use of the Software is governed by the terms of this notice and the end user license agreement herein ("EULA"). The Software is made available for downloading solely for use by end users and otherwise according to the EULA. Any reproduction or redistribution of the Software not in accordance with the EULA is expressly prohibited by law. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION OR MEDIA FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE EULA. EXCEPT AS OTHERWISE LIMITED BY APPLICABLE LAW AND EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, PARKER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

DISCLAIMER

PARKER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ANY PARKER SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PARKER SERVICE, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION. COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT PARKER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. EXCEPT AS OTHERWISE LIMITED BY APPLICABLE LAW, IN NO EVENT WILL PARKER, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING PARKER SERVICES OR SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PARKER SOFTWARE OR SITE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE.

Social Media

The Parker Services may include bulletin boards, chat rooms, newsgroups, messaging, games, contests, and other media ("Social Media") which allow feedback to Parker and/or real-time interaction between users. Parker does not control the messages, images, information or files delivered to any Social Media. It is a condition of your use of the Social Media and the Parker Service that you do not:

1. Restrict or inhibit any other user from using and enjoying the Social Media or the Parker Service.

2. Post or transmit any unlawful, anticompetitive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
3. Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivation works with respect thereto, without first obtaining permission from the owner or right holder.
4. Post or transmit any information, software or other material which contains a virus or other harmful component.
5. Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising, other than for the business purposes of the Parker organization.

You understand that Parker has no obligation to monitor or edit the content of the Social Media. However, Parker reserves the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Parker's sole discretion are objectionable or in violation of these terms.

By posting messages or images, uploading files, or inputting data or other information, or by engaging in any other form of communication through any Parker Service or Social Media, you are granting the Parker organization entities a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to:

1. Use, copy, sublicense, adapt, transmit, retransmit, distribute and/or publicly perform or display any such message, image, file, data or other information, or other communication.
2. Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to any such message, image, file, data or other information, or other communication.

The foregoing grants shall include the right to exploit any intellectual property or proprietary rights in such message, image, file, data or other information, or other communication, including but not limited to rights under copyright, trademark, patent, publicity, or privacy laws in any relevant jurisdiction.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall the Parker organization be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use any Parker Service. You specifically acknowledge and agree that Parker is not liable for any defamatory, anti-competitive, offensive, or illegal conduct of any user. If you are dissatisfied with any Parker Service, or with any of Parker's terms, your sole and exclusive remedy is to discontinue using the service.

Termination

These terms are effective until terminated by Parker, at any time without notice. In the event of termination, you are no longer authorized to access the applicable Parker Service provided, however, that restrictions imposed on you with respect to downloaded software or content, and the disclaimers and limitations of liabilities set forth in this terms, shall survive.

Indemnification

You agree to defend, indemnify and hold harmless the Parker organization from and against all liabilities, claims, damages, and expenses, including attorneys' fees, arising out of your use of the Parker Services, or your violation or alleged violation of these terms.

Other

These terms shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any principles or conflicts of law. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

End User License Agreement

Your use of the Software and any user interfaces, descriptions, data, and/or any other information in any media or form whatsoever including user manuals or other documents, drawings, specifications, certifications, tests and test results, catalogues and other promotional materials, data, images, sound recordings, multi-media and other presentations or materials ("Information") which you may access in or using the Software is subject to the following EULA and to all applicable license or subscription agreements, order forms, fee schedules, and other documentation ("Documentation").

Copyright

The Software and Information are protected by copyright, and are owned exclusively by Parker. Nothing in this EULA constitutes a waiver of Parker's rights under United States or international copyright laws or any other international, federal or state law. Parker retains all rights not expressly granted under this EULA.

Grant of License

Parker hereby grants to you, subject to this EULA and the Documentation, a personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and limited license to use Software and Information for your own internal use and only for the purpose of conducting business with Parker.

Ownership

Parker retains the ownership of the Software and Information, and any and all copies thereof. In no event shall you obtain any greater right in and to the Software and Information than a right in the nature of a license limited to the use thereof subject to compliance with all of this EULA.

Prohibited Uses

You may not, without the prior, written permission of Parker:

1. Use, copy, modify, or merge copies of all or any part of the Software and Information;
2. Reverse engineer, disassemble, reverse translate, decrypt, or in any manner decode any part of the Software and Information;
3. Distribute, sell, resell, license, assign, rent, sublicense, lease or otherwise transfer in any way all or any part of the Software and Information or your subscription or other right to use the same; or
4. Remove any proprietary notices, labels, or other markings on, in, or from the Software and Information.

Term

This license and your right to use the Software and Information shall continue for the term, if any, specified in the Documentation, but otherwise shall terminate automatically if you fail to comply with any of the terms of such documentation or this EULA. Parker may at any time, without prior cause or notice, and in its sole discretion: (a) modify, update, obsolete, revise, alter, change, withdraw, or cancel the Software and Information or any module or other functionality thereof; (b) terminate the license herein grant and/or your use of or access to the Software and Information or any module or functionality thereof; and/or (c) modify this EULA and/or the terms and conditions of your use of or access to the Software and Information or any module or functionality thereof. The Software and Information shall be removed from your systems and devices, and any access thereof shall be immediately terminated upon termination of this EULA regardless of which party is the terminating party.

WARRANTY DISCLAIMER

THE SOFTWARE AND INFORMATION, AND ANY RESULTS OR OUTPUT THEREOF, ARE PROVIDED TO YOU "AS IS", AND WITHOUT WARRANTY OF ANY KIND. PARKER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PARKER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF EITHER THE USE OR INABILITY TO USE THE SOFTWARE OR INFORMATION, OR ANY RESULTS OR OUTPUT THEREOF,

EVEN IF PARKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RATHER, YOU THE USER HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PARKER, ITS PARENTS, AFFILIATES, LICENSEES, SUPPLIERS, AND DISTRIBUTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL LIABILITIES, CLAIMS, INCLUDING FOR INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, DAMAGES, JUDGMENTS, LOSSES, AWARDS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF YOUR USE, OR INABILITY TO USE, THE SOFTWARE OR INFORMATION, AND ANY RESULTS OR OUTPUT THEREOF, OR FOR YOUR VIOLATION OR ALLEGED VIOLATION OF THESE TERMS AND CONDITIONS.

Assignment

You may not sublicense, assign, or transfer the license herein granted or the Software or Information. Any attempt otherwise to sublicense, assign, or transfer any of the same or rights hereunder shall be null and void.

Governing Law

This EULA shall be governed by the laws of the State of Ohio without regard to its conflict of laws rules or principles.

Acceptance

Your use of the Software and Information is conditional upon your acceptance of this EULA. If you do not wish to accept these Terms and Conditions, you are not permitted to use the Software or Information.

File Transfer Protocol (FTP) Sites

Although Parker will endeavor to use reasonable efforts to ensure that a file uploaded to a Parker FTP or other file sharing server will be accessible only to the individual(s) for whom the file is intended, Parker is not responsible for any unauthorized access to any uploaded file, and accepts no obligation for maintaining the confidentiality of any such file. Parker reserves the right to review, remove and/or delete any uploaded file, for any reason, and in its sole discretion. Files containing the copyrighted or confidential material of a third party shall not be uploaded to any Parker server.

PARKER DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY FILE DOWNLOADED FROM A PARKER SERVER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Parker makes no representation with respect to the integrity or functionality of any file downloaded from a Parker server, including, but not limited to, any representation that the file is virus-free or contains no defects.

In no event shall Parker be liable for any damages whatsoever arising out of or related to the use of a Parker server, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. By uploading or downloading any file from a Parker server, you expressly agree to these terms.

Copyright Agent

Parker respects the rights of all copyright holders and has adopted and implemented a policy that provides for the removal from its web site of materials that infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Parker's Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Parker's Copyright Agent for notice of claims of copyright infringement on or regarding this site can be reached as follows:

Copyright Agent
Attn: Legal Department
6035 Parkland Boulevard
Cleveland, Ohio 44124-4141
Phone: (216) 896-3000
Fax : (216) 896-4027
E-mail: copyrightagent@parker.com

ParkerStores

ParkerStores are independently-owned distributors of Parker Hannifin Corporation. For additional information please visit [ParkerStore™](#).

Last updated: May, 2013