

HIT-NOT® PROXIMITY DETECTION



The Most Precise Detection System

BEST PRACTICES FOR THE MAGNETIC FIELD GENERATOR (MFG) OF THE HIT-NOT® SYSTEM

Companies will need to incorporate procedures when establishing the HIT-NOT® System in their facility. The procedures need to include all employees assigned to use the product, employees not assigned but who may occasionally use the product, and vendors/guests who will go into an area using the HIT-NOT® System. Written documentation and an explanation of the procedures should be available to all who wear the product and signatures obtained indicating a check has been conducted. Signs designating HIT-NOT® areas need to be clearly posted in the facility. Companies may want to consider incorporating HIT-NOT® procedures as a part of their certification process for plant visitation. Basic checks for the Magnetic Field Generator should be conducted by all personnel assigned with the product(s). The checks are necessary to indicate to the user if the equipment is in working order at the time of the check.

The purpose of the daily check on the Generator is to confirm power to the product, sound and light for the alerts, and field size. The chart below specifies the Daily Check procedure on the Generator:

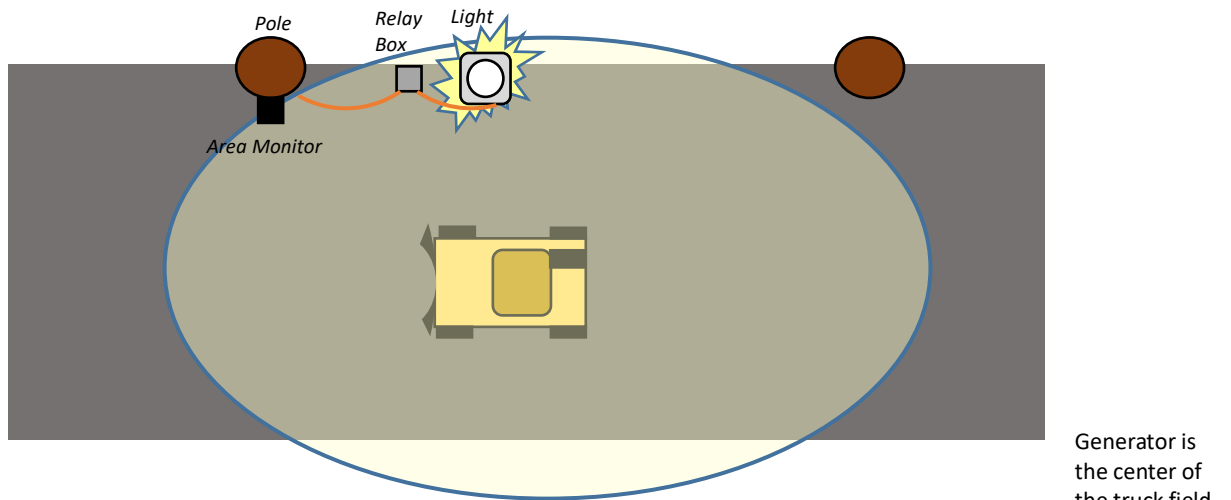
Generator-Daily Check

<i>Action</i>	<i>Procedure</i>
<i>Turn on the Truck</i>	The Blue light on the Generator should be on.
<i>Use the Driver's PAD to check the Cab Silencer</i>	The Driver's PAD should be silent while in the cab of the truck. The Orange light and Warning Module is NOT activated.
<i>Use the Driver's PAD to activate the Danger signal</i>	The PAD should activate when the Driver steps out of the Cab of the truck. The Danger signal (continuous) is heard and seen on the Warning Module. The Orange light on the Generator is ON.
<i>Verify the Danger Zone Size</i>	The Driver should walk from the Generator past the back of the truck, counting paces, until the PAD goes from Continuous to Triple Beeps (Danger to Warning). If the field is unaltered from the factory, the distance should be about 30ft (~10 paces). In the Warning Zone, the light of the Warning Module will correspond to the 3 beeps. The field size check can also be conducted with an Area Monitor mounted on the wall. See the next page for Area Monitor details.
<i>Generator (with CAM)</i>	Check the Generator as indicated above. To check the CAM, the Driver should drive by a mounted Generator (no CAM) when leaving the parking area. The Generator can be mounted to the wall with the Warning Module visible. The Driver looks at the mounted Generator for confirmation of the signal activation. A Light Only Warning Module could be used to confirm the signal from the CAM. There will not be a signal on the Generator/CAM. Be sure the Drivers space out their approach to the mounted Generator so that one Truck activates the Generator at a time.

Additional Resources

Area Monitor

The Area Monitor can provide the Driver a visual or audible confirmation of the truck's magnetic field while not sounding the alarm on the truck. The Area Monitor has only the outer marker of the Warning Zone (nothing for Danger). The purpose of the Area Monitor is to activate a relay when the Truck reaches the outer marker. This outer marker can be used to assess the field on a Truck. A quick check of the presence of the Field can be performed by driving the Truck toward the Area Monitor. It can sense the Magnetic Field from the Truck and activate a signal to a Light or Horn to notify the Driver confirmation of the Field. The size of the Field can be checked more accurately by having the Truck drive SLOWLY toward the Area Monitor. If the PWM pots on all the Trucks are set in the same manner, the Area Monitor should activate at approximately the same place every time a truck passes. There are 2 things to consider for the Area Monitor: Location and Truck Speed. Location can be on a wall, post, etc., and under normal circumstances, keep it away at least 5 feet from machines, power panels, or fluorescent lights. Your HIT-NOT® Dealer will be able to help find a suitable location for your Area Monitor. Truck speed is critical in performing the accuracy field test. Company procedures would need to be developed on the location and speed allowed for the test.



HIT-NOT® WARRANTY TERMS AND CONDITIONS

IMPORTANT-READ CAREFULLY: BY AND INSTALLING AND USING THE HIT-NOT® SYSTEM, YOU ACKNOWLEDGE AND AGREE TO BE CONTRACTUALLY BOUND BY THESE WARRANTY TERMS AND CONDITIONS. IF ANY OF THE TERMS OF USE ARE NOT ACCEPTABLE TO YOU, DO NOT INSTALL OR USE THE HIT-NOT® SYSTEM.

THE HIT-NOT® SYSTEM IS SIMPLY A TOOL TO BE USED TO ASSIST YOU IN SAFELY OPERATING HEAVY EQUIPMENT. THE HIT-NOT® SYSTEM IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, SAFE PRACTICES IN OPERATING HEAVY EQUIPMENT. YOUR USE OF THE THE HIT-NOT® SYSTEM IS SOLELY AT YOUR OWN INDEPENDENT DISCRETION AND RISK. THE HIT-NOT® SYSTEM IS NOT GUARANTEED TO PREVENT ACCIDENTS.

I. ACCEPTANCE AND DEFINITIONS.

(A) Acceptance of Terms. These Warranty Terms and Conditions (these “Terms”) are a legal agreement between You, as a purchaser and end user of the System and Frederick Energy Products, LLC. By installing the System or using the System in any way, you are (1) agreeing to be bound by these Terms. IF YOU DO NOT AGREE WITH ALL THESE TERMS, DO NOT USE OR INSTALL THE SYSTEM. YOU MUST RETURN THE SYSTEM TO THE DEALER FROM WHICH YOU PURCHASED THE SYSTEM, IN ACCORDANCE WITH THE DEALER’S POLICIES. This Agreement constitutes the entire and only agreement between FEP and You and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the System, and the subject matter of this Agreement.

(B) Definitions. In this Agreement, “You” and “Your” refer to You as the user of the System. “FEP” “we,” “us” and “our” refer to Frederick Energy Products, LLC and our successors, partners, affiliates, subsidiaries and assigns. “System” refers to the Hit-Not® System purchased by You. “Terms” refers, collectively, to these Warranty Terms and Conditions.

II. LIMITED WARRANTIES; DISCLAIMER.

(A) Limited Warranty. FEP hereby warrants against: (1) defects in the System, either in workmanship or material, and (2) the failure of the System to conform to FEP’s written specifications, for a period of one (1) year after date of delivery to You, in each case; provided that such System has been under proper and normal use at all times during such period. All warranty claims under these Terms must be submitted through the Dealer from which you purchased the System. FEP’s liability is restricted to the replacement or repair of the defective or nonconforming parts alone and does not include any installation, labor, or expense involved, or other contingent liability. Liability for any components manufactured by third parties but incorporated into FEP Products to be furnished by FEP, shall be limited to the guarantee or liability to FEP of the manufacturer or supplier of such components. FEP is not liable for damages resulting from the use or misuse of the FEP Products.

(B) Disclaimers. EXCEPT AS EXPRESSLY SET FORTH ABOVE: (1) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR THROUGH FEP, ANY DEALER OR DISTRIBUTOR, OR ANY THIRD PARTY SHALL IMPLY THE CREATION OF ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER BY FEP; (2) THE SYSTEM IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (3) FEP DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL BE FUNCTIONAL OR DEFECT-FREE, OR THAT DEFECTS WILL BE CORRECTED; AND (4) FEP HEREBY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR THE IMPROPER USE OF THE SYSTEM OR FOR THE INCORRECT OR IMPROPER INSTALLATION OF THE SYSTEM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES WILL FEP BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF THE SYSTEM. USE OF THE SYSTEM IS AT YOUR SOLE RISK.

III. INDEMNIFICATION; RELEASE; LIMITATION OF LIABILITY.

(A) Indemnification. You agree to indemnify and hold FEP, any and all parent, subsidiary, and affiliate organizations, and their respective officers, directors, agents, shareholders, members, managers, advisors, consultants, employees, successors and assigns (collectively, the “Protected Parties”) harmless from and against all losses, costs, liabilities, expenses (including reasonable attorneys’ fees and expenses), claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, “Losses”), that are in any way due to or arising out of Your use of the System, unless caused by the gross negligence or willful misconduct of FEP. FEP reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify any of the Protected Parties, and You agree to cooperate with FEP’s defense of such claims. FEP will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon FEP becoming aware of it.

(B) Limitation of Liabilities. IN NO EVENT SHALL FEP, ITS LICENSORS, SUPPLIERS, CONTENT PROVIDERS OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, ADVISORS, CONSULTANTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, USE, REVENUE OR OTHER ECONOMIC ADVANTAGE), ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THESE TERMS BASED ON ANY THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THE SYSTEM WOULD NOT BE PROVIDED FOR SALE TO YOU WITHOUT SUCH LIMITATIONS. IN NO EVENT WILL OUR LIABILITY, OR THE LIABILITY OF OUR LICENSORS, AND OUR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ADVISORS, CONSULTANTS, SUCCESSORS OR ASSIGNS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE EXCEED ONE HUNDRED DOLLARS (US \$100.00). SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IV. CHOICE OF LAW; DISPUTE RESOLUTION. The Agreement shall be governed by, and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law provisions. In the event of any dispute, claim, question or disagreement ("Claim") between You and FEP arising from or relating to Your use of the System, You and FEP will attempt, in good faith, to resolve any Claim within thirty (30) days after written notice of the Claim. Any Claim not so resolved shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, using the Expedited Procedures. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall be an individual generally skilled in the legal and business aspects of the subject matter of this Agreement. The arbitrator shall have no authority to impose penalties or award punitive damages. The arbitration shall take place in Madison County, Alabama, and the arbitrator shall apply the law of the State of Alabama and applicable rules of evidence. If all parties and the arbitrator agree, arbitration may take place by telephone or by written communication. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator shall hold the existence, content, and result of the arbitration in confidence. No action, regardless of form, related to the obligations of the parties under this Agreement may be brought by either party against the other more than one (1) year after the cause of action has accrued. In any proceeding to enforce this Agreement, the prevailing party will have the right, in addition to its other rights hereunder, to recover its reasonable litigation costs and reasonable attorneys' fees.

Nothing in this Section shall preclude any party from seeking equitable relief from a court of competent jurisdiction or exercising any self-help remedies, whether before, during or after the pendency of any arbitration proceeding. The parties agree that taking any such action does not waive any right that either party has to demand arbitration at any time with respect to subsequent or amended disputes claimed or filed against a party after commencement of litigation. BY AGREEING TO THESE TERMS AND CONDITIONS, ALL PARTIES AGREE TO WAIVE ANY RIGHTS TO A JURY OR COURT TRIAL. If any provision of this dispute resolution procedure is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

V. MISCELLANEOUS. These Terms constitute the complete and exclusive statement of the agreement between You and us. It supersedes any and all prior or contemporaneous agreement, oral or written, and any other communications, representations, warranties and understanding relating to the subject matter hereof. If there is a conflict between an oral or written representation of any FEP employee or agent, or any Dealer or Distributor employee or agent, and these Terms, these Terms will prevail. These Terms will prevail over other rules and policies on the System. Our failure to enforce any provision of these terms shall not be deemed either a waiver of such provision or a waiver of the right to enforce such provision. If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. The provision of these Terms which, by their terms should survive termination or expiration of these Terms, shall survive the termination or expiration hereof. FEP may assign this Agreement to any other entity of its choosing, with or without notice to You. You may not assign these Terms to any other party without the prior written consent of FEP. FEP shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by FEP. No delay or omission on the part of FEP in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies on future occasions. The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.

HNE20356 Best Practices, MFG

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