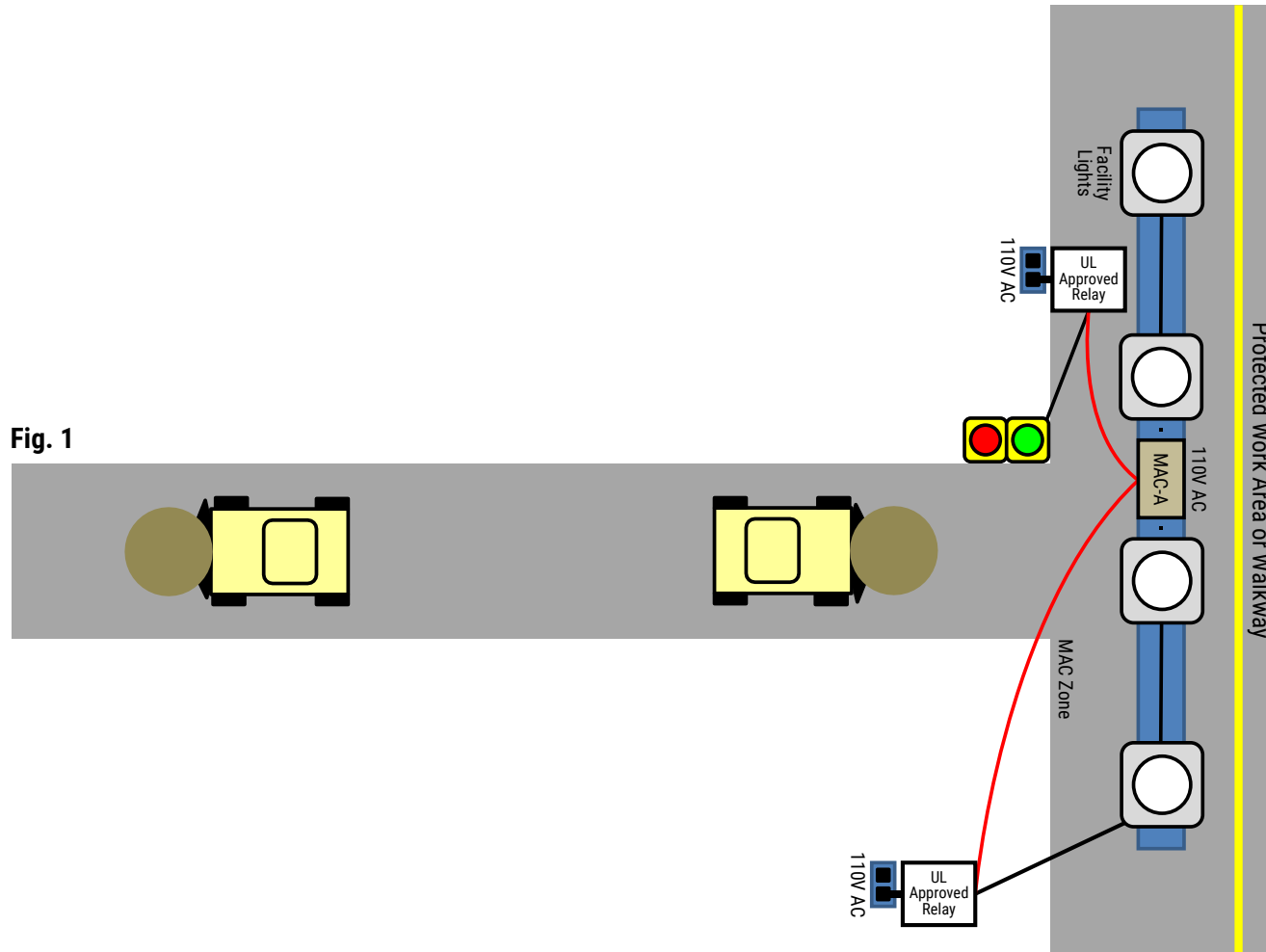


MAC-A Installation Guide

MAC-A SETUP (FIG. 1)



ADDITIONAL MACS

- If you ordered two or more MACS to control one area, additional instructions are provided in another booklet. The MACs will need to be connected together.
 - Look for the button on the pages that contain additional information concerning the connection of your MultiMAC System. The page number will be referenced in the button for the other booklet.
- ⚠ Look here for the page # in the MAC-to-MAC (M-2-M) booklet.

PURPOSE OF THE MAC-A (FIG. 2)

- The MAC-A generates an adjustable magnetic field. The length of the MAC system runs from 30 feet to 160 feet. The width can be set from 15 ft. to 30 feet, if the height of the MAC is 11 feet high.
- Your MAC-A was ordered and tuned at a specified length. **DO NOT CHANGE THE LENGTH WITHOUT CONSULTING HIT-NOT®!**
- The MAC-A system requires a truck entering the area to have a generator system complete with CAM and the workers to wear a PAD.
- The CAM on the truck senses the magnetic field from the MAC to activate lights, horn, etc.
- When all workers wearing PADs are out of the magnetic field, the truck can safely enter the area to complete the assigned task.
- If a worker goes into the field of the MAC while a truck is in the same field, the alarms will activate and alert those around the MAC and the facility of the potential danger.
- The purpose of the MAC-A is to separate pedestrians and equipment from occupying the controlled area at the same time.

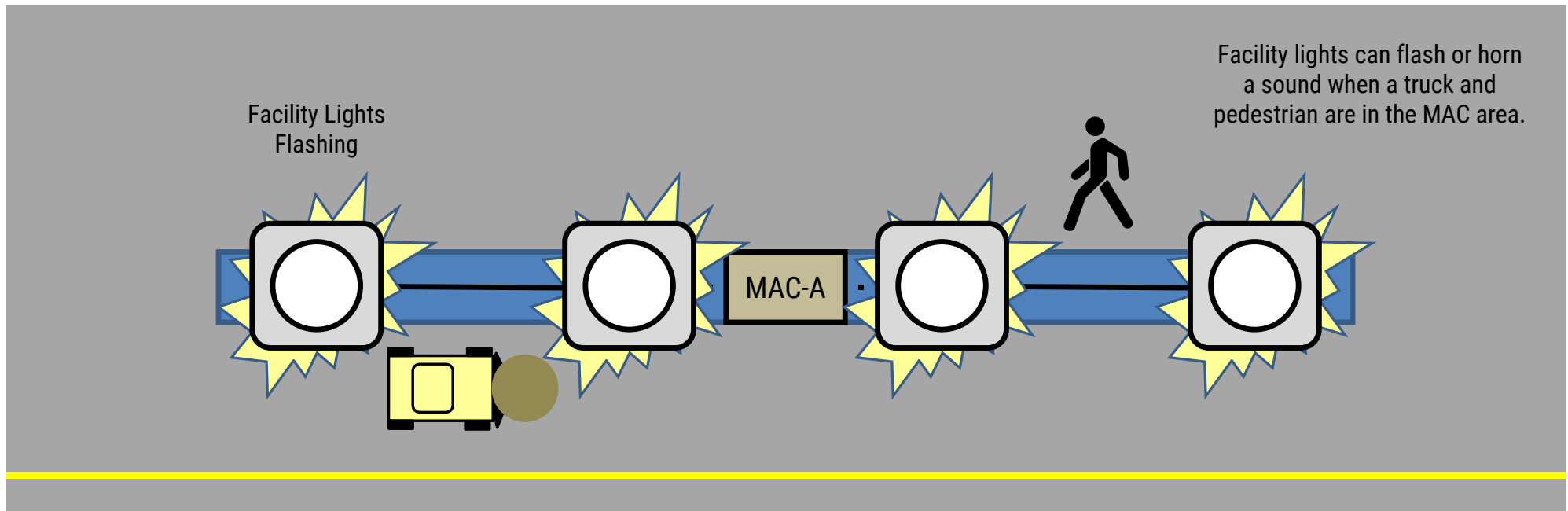


Fig. 2

EQUIPMENT/PERSONNEL NEEDED TO INSTALL YOUR MAC-A (FIG. 3)

- Certified Electrician.
- **HIT-NOT®** Dealer with the MAC Adjustment Pad.
- Enough rope or light chain for each hanger on the MAC. Hangers are every 5 feet.
- 110V AC Power connection in the middle for the MAC Controller box.
- 110V AC for the 2 Relay boxes (if used).
- Equipment to attach to the relay boxes (ex. lights, horn, door, gate).
- Tools: Wire cutters and Tape measure.
- PVC Cement and Cleaner.
- Scissor Lift or TALL Ladder.

Fig. 3



HIT-NOT® EQUIPMENT PROVIDED (FIG. 4)

- MAC Controller Box.
- 2 Relay Boxes (1 Switching Relay and 1 Solid State Relay/Transformer).
- 10 AWG wire for the MAC Loops.
- 18/2 Thermostat wire for the Relay Boxes (2 spools each 50 feet).
- 5 feet Sections of Pipes with Hanger (straight).
- 2 End Pieces.
- Wire Nuts **Red (3)** and **Orange (6)**.

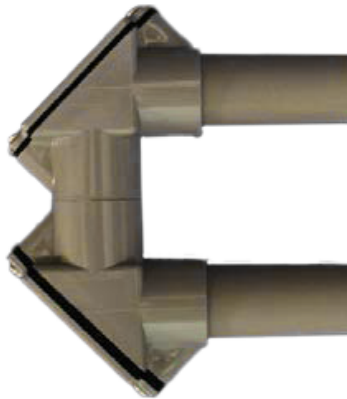


Fig. 4

MAC-A PLACEMENT & FIELD

- Placement height of the MAC-A is standardized for 11 feet from the bottom pipe to the floor. The resulting width can be set anywhere from 12 to 30 feet. The width will be set after the MAC is installed.
- The field produced by the MAC-A is circular and runs the length of the MAC (like a tube).
- If the placement of the MAC-A needs to be higher, the width on the floor will be reduced. If the placement is lower than 11 feet, then the width will be wider (Refer to the cross-section below) (**Fig. 5**).
- The field on either side of the MAC-A is equidistant. For example, it cannot be 12 feet on one side and 20 feet on the other (Refer to the Overhead View below) (**Fig. 6**). **The MAC-A must run down the center of the area to be controlled (in a straight line).**
- When a truck enters the MAC-A area, the **field of the truck shrinks**. This way the PADs of the pedestrians in the protected area will not activate. When the truck leaves, the field expands again. You have the option for the **field of the truck not to shrink**. You will set the MAC-A boundary and select whether you want to shrink the truck field or not when you get to page 14.

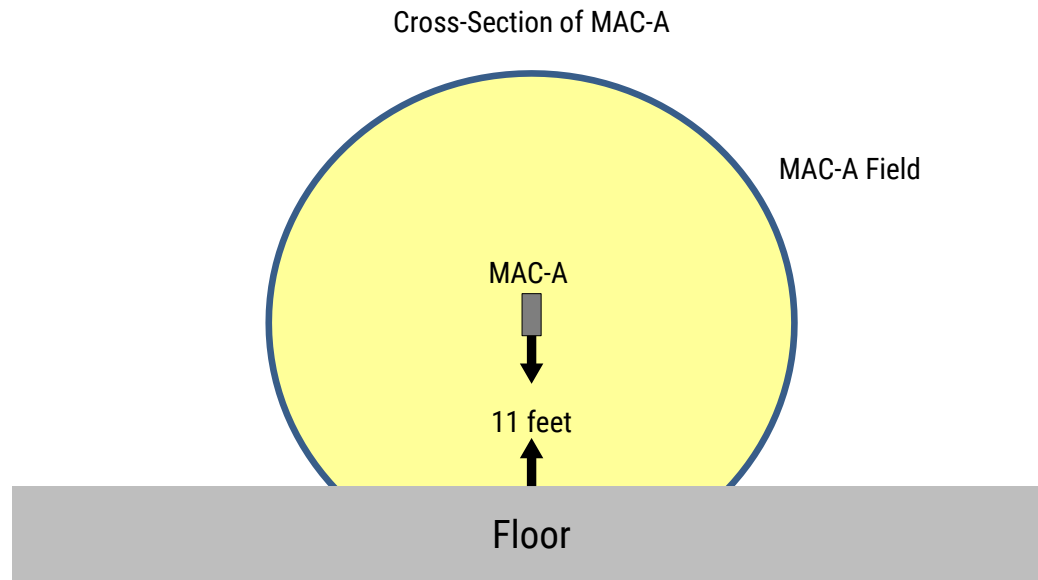


Fig. 5

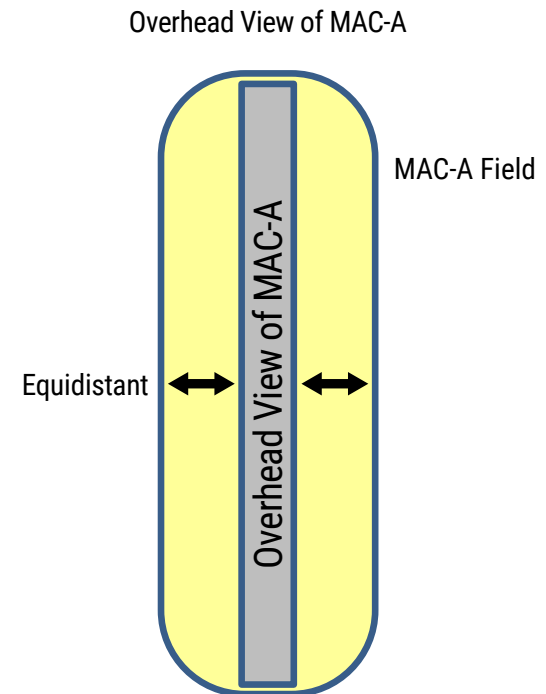


Fig. 6

HANGING THE MAC-A

- Connect $\frac{3}{4}$ " PVC pipe 5 feet sections lying on the ground in 2 half-loops as shown below. An equal number of pipe sections will make up both halves. Use PVC Cement and Cleaner to connect the sections.
- Attach the end pieces on the hanger pieces (not the conduit).
- Run **10 AWG** through both conduits and leave wire hanging in the middle (as shown in **red**) (**Fig. 7**). The upper left should have 6" of wire extending out and the other 3 channels should have at least 10" extending out.
- Hang each half-loop, with items such as rope or light chain, leaving a **17" gap** in the middle. **The bottom pipe should be suspended 11 feet off the ground, or up to 15 feet, if needed.**

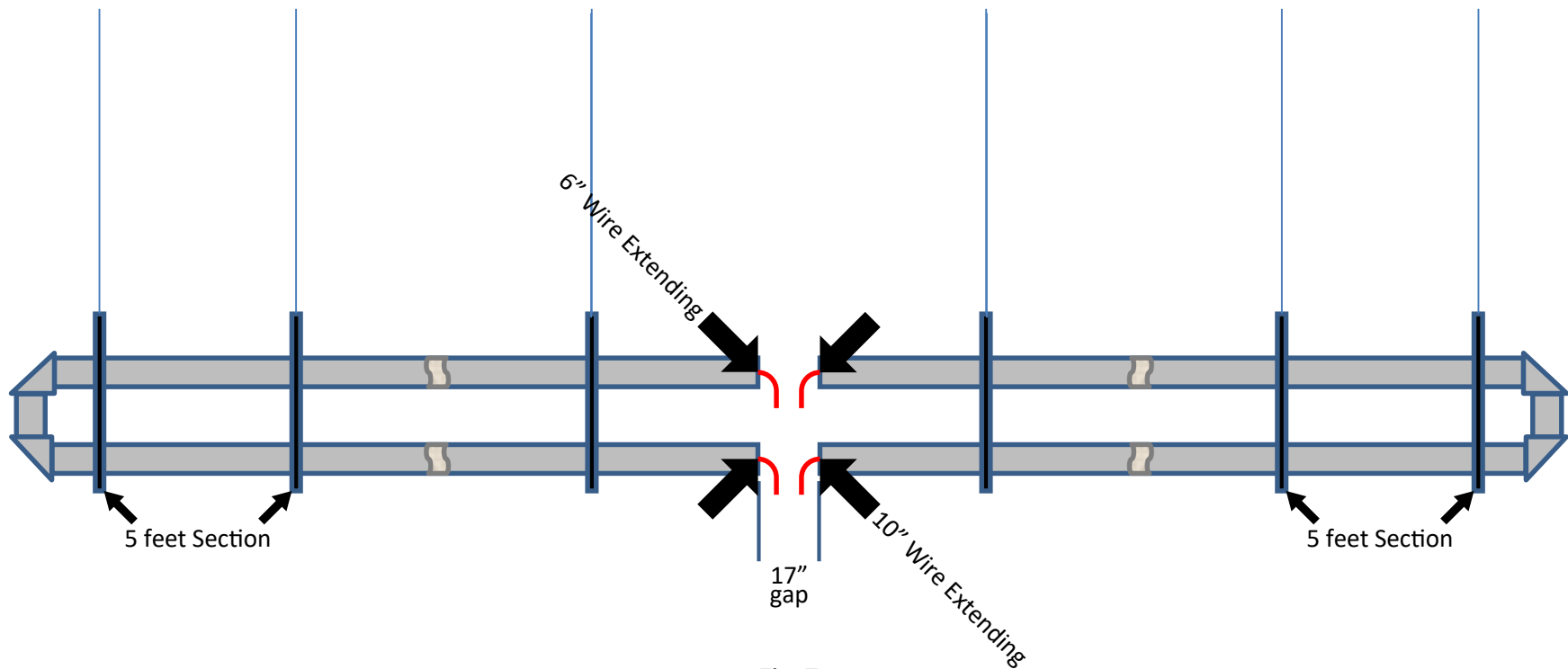


Fig. 7

INSTALLING THE CONTROLLER BOX (FIG. 8)

- Controller Box - hangers pointing up and the antenna pointing down.
- Run the 10 AWG wire through each channel into the Controller Box and secure the Controller Box hanger to the conduit with PVC Cement and Cleaner.
- Wire inside as shown by the inset (**Fig. 9**):
 - a. Bottom channel 10" wires together.
 - b. 6" channel wire with the Black Power wire.
 - c. Top 10" channel wire to the White Power wire.

Inside the Controller Box

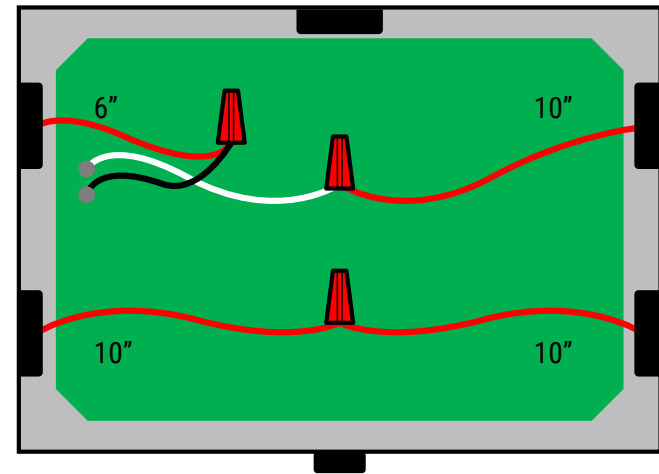


Fig. 9

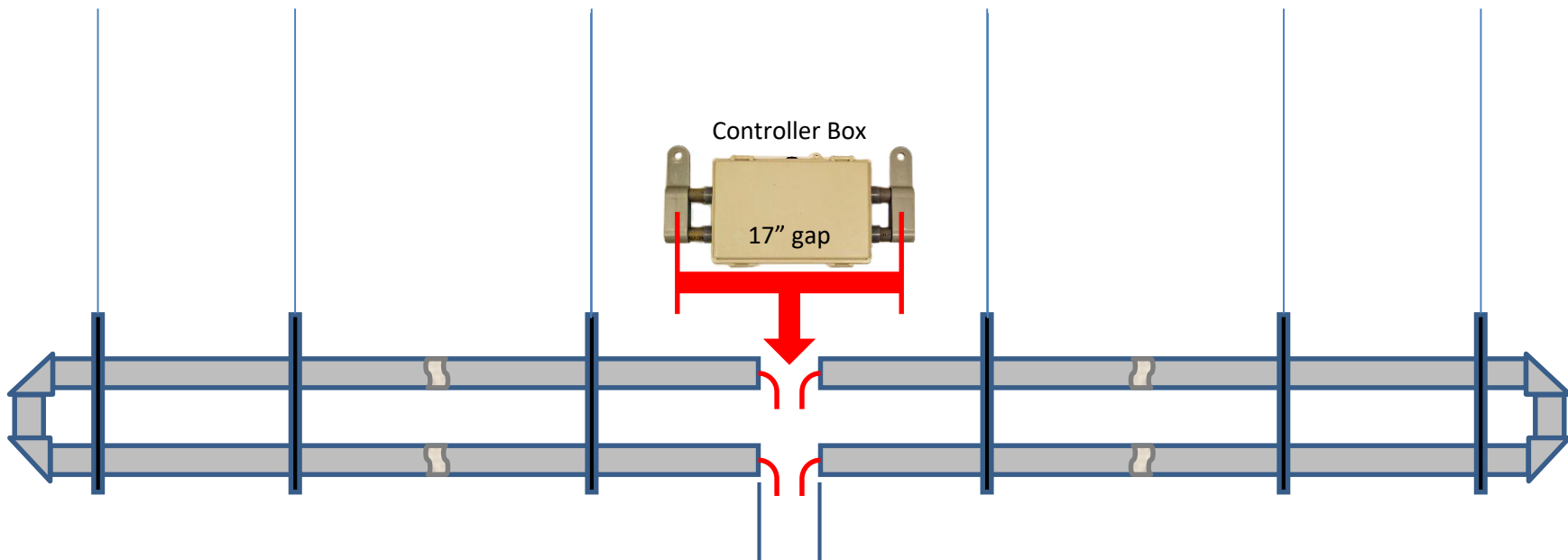


Fig. 8

FUNCTIONS OF YOUR MAC-A

The MAC-A includes 2 relay boxes to wire for specific purposes.

Look at your choice of functions below:

Relay 1 - Do you want to **Flash a signal if the Pedestrian (PAD) AND the Truck (CAM) are in the area at the same time?** (Use Relay 1 on the next page). **(Fig. 10)**

Relay 2 - Do you want to **Turn on a signal when a PAD is in the area or not in the area?** (Use Relay 2 on the next page). **(Fig. 11)**

Relay 3 - Do you want to **Turn on a signal when a Truck is in the area or not in the area?** (Use Relay 3 on the next page). **(Fig. 12)**

- **Choose 2** functions from the list above (Relay 1, Relay 2, Relay 3).
- Only 2 Relay Boxes come with the MAC-A. The 3rd function can be utilized if an additional relay was purchased.

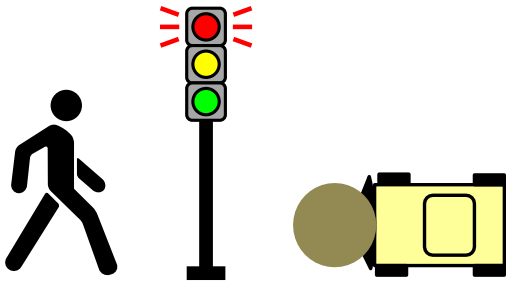


Fig. 10

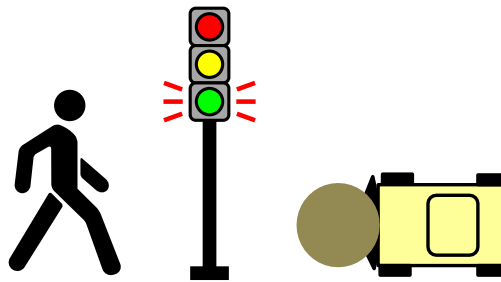


Fig. 11

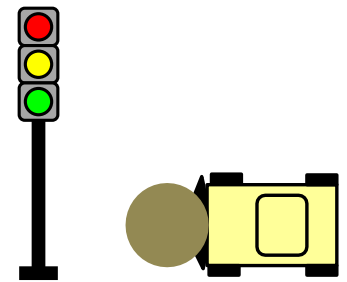


Fig. 12

CONNECTING THE RELAY WIRES IN THE MAC CONTROLLER BOX (FIG. 13)

- **Relay 1** - is a **blinking relay**. And is activated when a **Truck AND a Pedestrian** ARE IN the MAC area at the same time. Connect the Relay Wire to the 2 **BLACK** wires in the Controller Box. Go to pages 9 for the Relay Box/Transformer box connection.
- **Relay 2** - is a **positional relay** and indicates when a **Pedestrian/PAD** is in the area or not. Connect the Relay Wire to the 2 **RED** wires in the Controller Box. Go to page 11 for the Relay Box connection.
- **Relay 3** - is a **positional relay** and indicates when a **Truck/Generator** is in the area or not. Connect the Relay Wire to the 2 **YELLOW** wires in the Controller Box. Go to page 12 for the Relay Box connection.

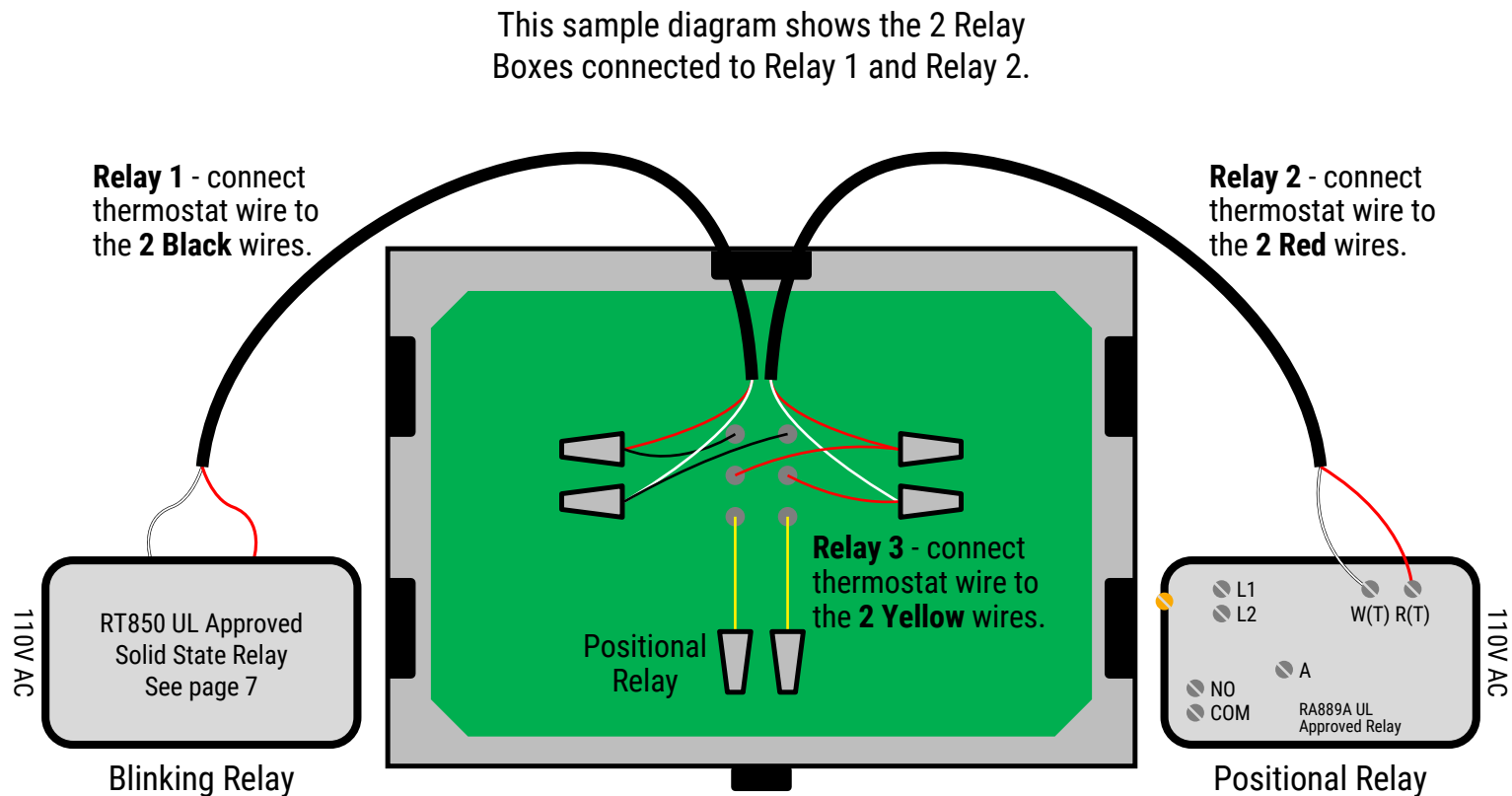


Fig. 13

CONNECTING THE TRANSFORMER TO THE SOLID STATE RELAY

⚠ WARNING: The relay must be mounted so the heat sink fins are vertical or facing upwards. You should also provide space above the heat sink for warm air to escape. Disregarding this warning may result in improper operation of the relay. Refer to the diagram on the right (**Fig. 14**) for correct mounting guidelines.

- All wiring must comply with national and local electrical code regulations.
- The installation should be carried out by an electrician.
- Disconnect power before the installation to prevent electrical shock.

Relay 1 Box - Blinking Relay (Fig. 15)

- Take the thermostat wire connected to the 2 **Black** wires and wire it to the fixture.
- Blinking Options:

- a. LED Lighting (preferred)
 - i. Facility Lights
 - ii. Strobe
 - iii. Spot
 - iv. Beacon
 - v. Traffic
- b. Horn

⚠ NOTE: The Rate is too fast to **flash** fluorescent or sodium lights.
Rate: 2 Blinks/sec.

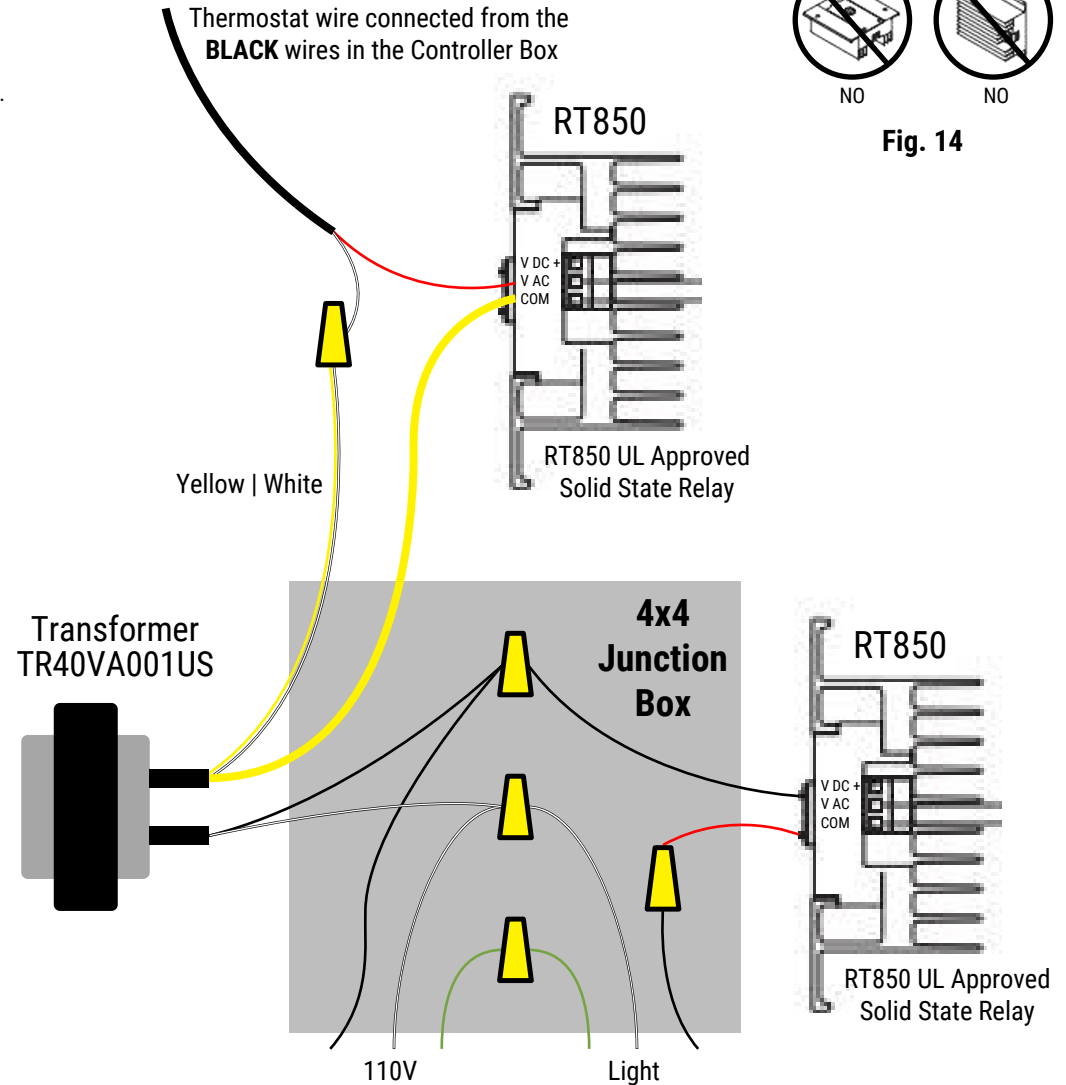


Fig. 15

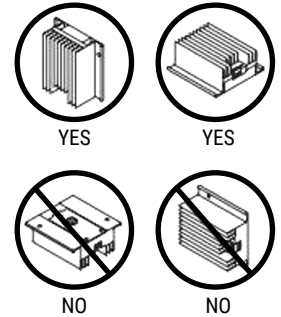
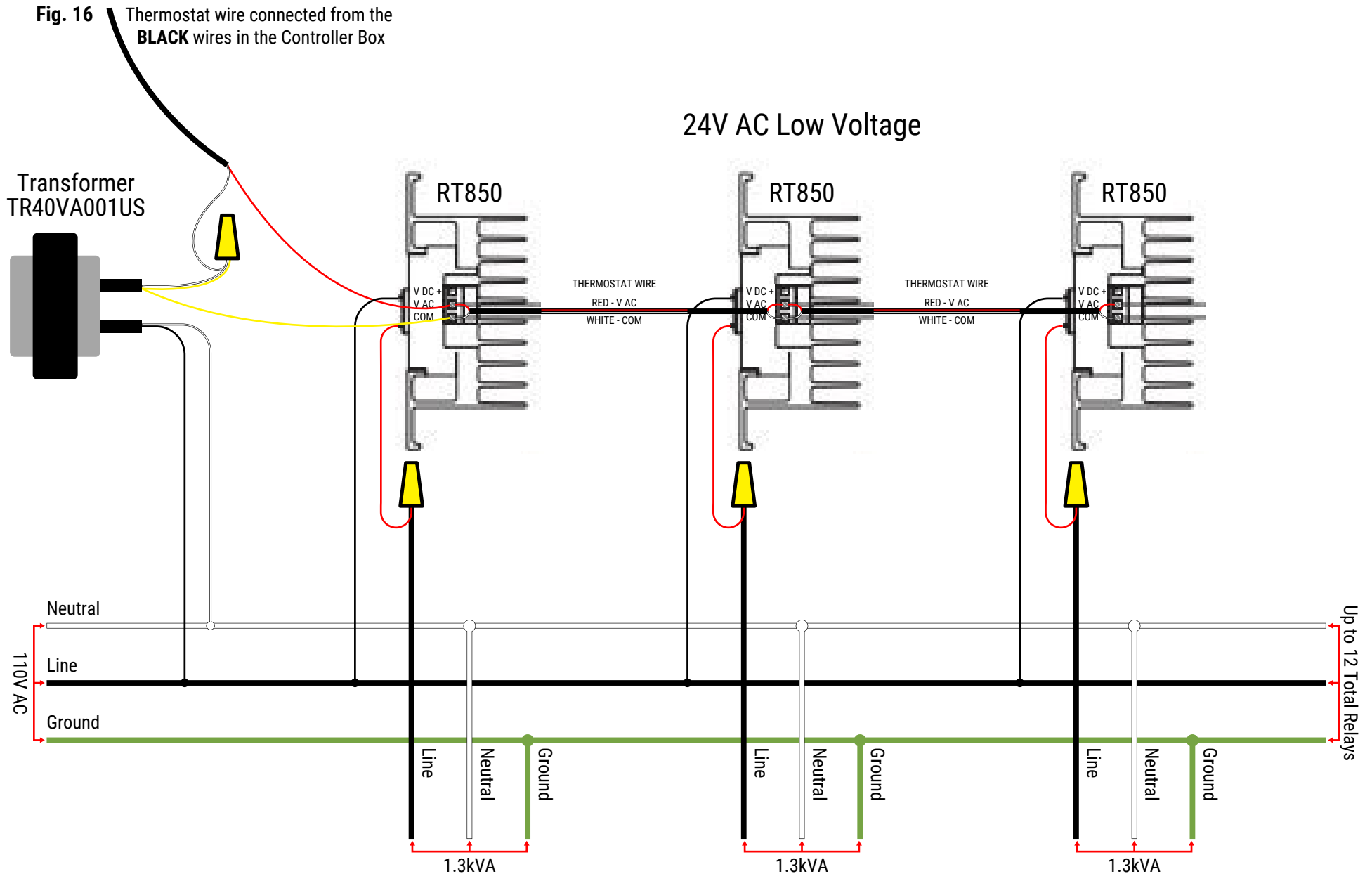


Fig. 14

CHAINING SOLID STATE RELAYS - MAC (FIG. 16)

⚠ 4x4 Junction Box is needed for each relay.



RELAY 2 BOX - POSITIONAL RELAY FOR THE PAD

- Indicates when a **Pedestrian/PAD** is in the area or not. Use the thermostat wire connected to the 2 **RED** wires in the Controller Box to the Relay Box.
- Positional Fixture Options:
 - a. Lighting (LED preferred)
 - b. Horn
 - c. Door
 - d. Gate
- **Single Fixture Connection (Fig. 17):**
 - a. You can show if the PAD is not present.
 - b. **PAD is NOT present: White/Neutral** to L2 and **Black/Line** to NO.
- **Single Fixture Connection (Fig. 18):**
 - a. You can show if the PAD is present.
 - b. **PAD is present: White/Neutral** to L2 and **Black/Line** to A.
- **Double Fixture Connection (Fig. 19):**
 - a. You can show if the PAD is present or not with separate fixtures.
 - b. **Separate Fixtures:** PAD present or not.
 - c. Connect **White/Neutral** to L2 and **Black/Line** to NO to show PAD not present.
 - d. Then **White/Neutral** to L2 and **Black/Line** to A to show PAD present.
- **Integrated Light Connection (Fig. 20):**
 - a. You can show if the PAD is present or not with an integrated fixture (such as a traffic light with a common neutral).
 - b. **Integrated Light:** PAD present or not.
 - c. Connect **White/Neutral** to L2 and **Black/Line** to NO to show PAD not present. (**Green** Light)
 - d. AND **White/Neutral** to L2 and **Black/Line** to A to show PAD present. (**Red** Light)

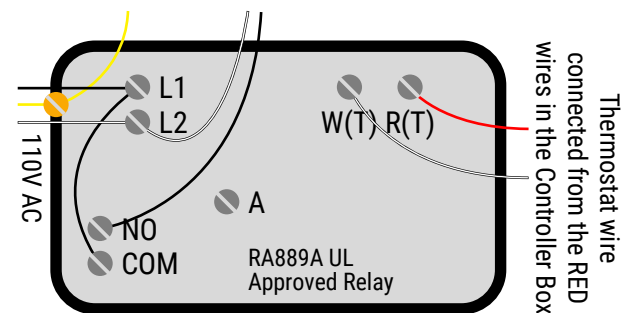


Fig. 17

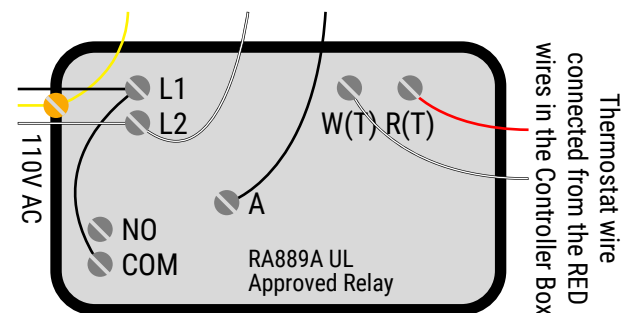


Fig. 18

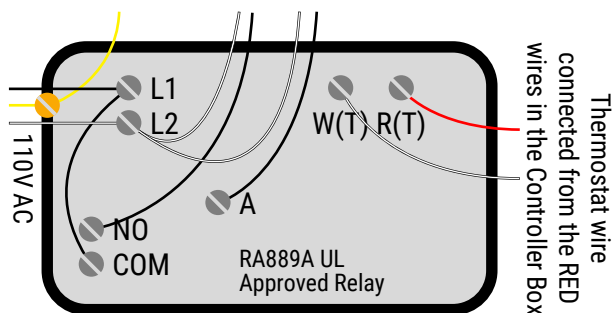


Fig. 19

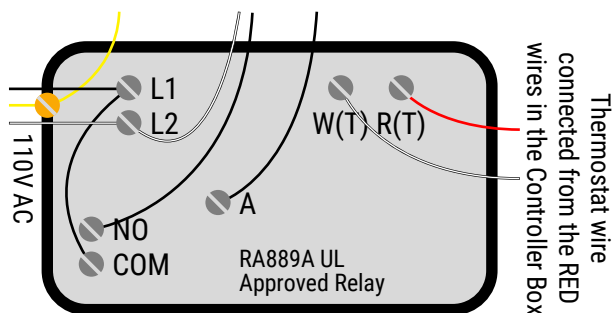


Fig. 20

RELAY 3 BOX - POSITIONAL RELAY FOR THE TRUCK

- Indicates when a **Truck/Generator** is in the area or not. Use the thermostat wire connected to the 2 **YELLOW** wires in the Controller Box to the Relay Box.

- Positional Fixture Options:
 - a. Lighting (LED preferred)
 - b. Horn
 - c. Door
 - d. Gate

- **Single Fixture Connection (Fig. 21):**

- a. You can show if the Truck is not present.
- b. **Truck is NOT present: White/Neutral** to L2 and **Black/Line** to NO.

- **Single Fixture Connection (Fig. 22):**

- a. You can show if the Truck is present.
- b. **Truck is present: White/Neutral** to L2 and **Black/Line** to A.

- **Double Fixture Connection (Fig. 23):**

- a. You can show if the Truck is present or not with separate fixtures.
- b. **Separate Fixtures:** Truck present or not.
- c. Connect **White/Neutral** to L2 and **Black/Line** to NO to show Truck not present.
- d. Then **White/Neutral** to L2 and **Black/Line** to A to show Truck present.

- **Integrated Light Connection (Fig. 24):**

- a. You can show if the Truck is present or not with an integrated fixture (such as a traffic light with a common neutral).
- b. **Integrated Fixture:** Truck present or not.
- c. Connect **Black/Line** to NO to show truck not present. (**Green** Light)
- d. Then **White/Neutral** to L2 and **Black/Line** to A to show truck present. (**Red** Light)

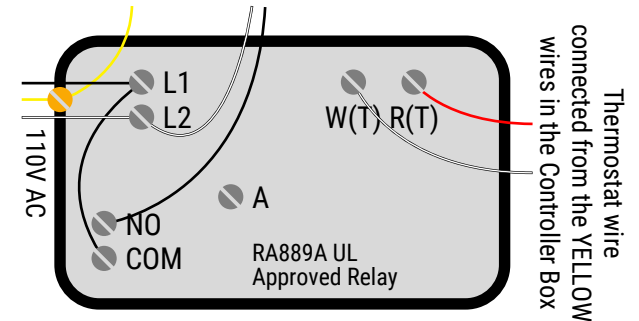


Fig. 21

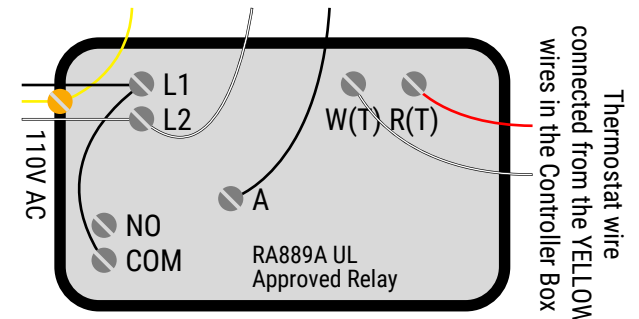


Fig. 22

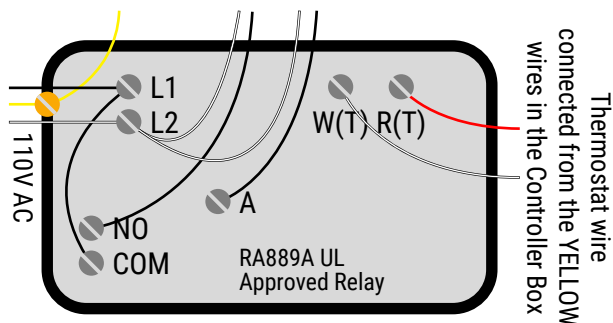


Fig. 23

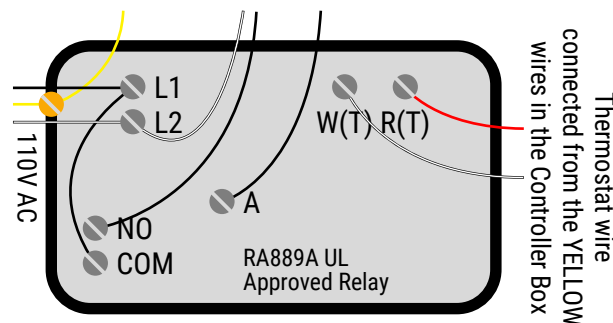


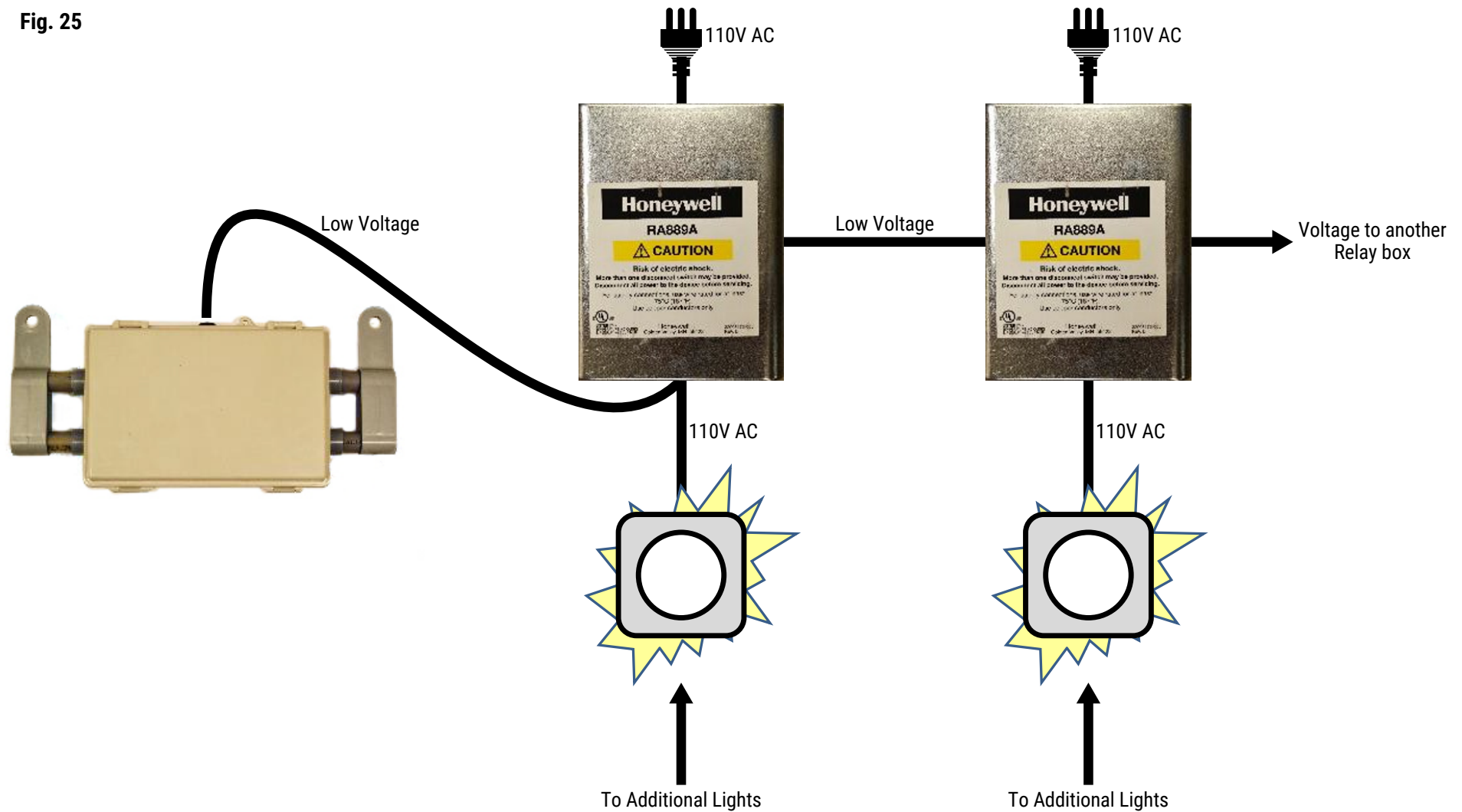
Fig. 24

CHAINING POSITIONAL RELAYS 2 AND 3 (FIG. 25)

• Power Rating Per Relay: 2000VA (or 15A Inductive).

⚠ **Wattage and the number of fixtures may determine the amount of relays.**

Fig. 25



SELECT YOUR TRUCK FIELD FOR THE MAC-A

- When a truck is in the MAC-A zone, you have 2 options for the field of the truck: Do you want the **truck field** to **Shrink** (standard) or to **Not Shrink** (remain the same size)?
- Open the Controller Box and set the 3-position switch as described below:
 - a. If the **truck field** is to **shrink** while in the MAC field, then **Switches 1 & 2 are in the OFF** position (close to the numbers). **Switch 3** doesn't matter (**Fig. 26**).
 - b. If the **truck field** is **NOT to shrink** while in the MAC field, then **Switch 1 is OFF** (close to the 1) and **Switch 2 is in the ON** position. **Switch 3** doesn't matter (**Fig. 27**).

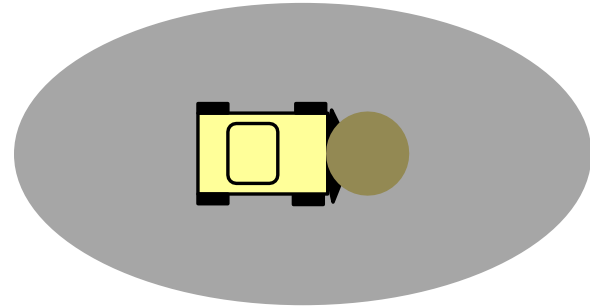
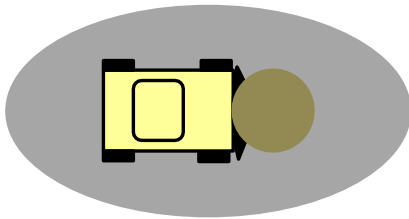


Fig. 26



Fig. 27

WIRING MULTIPLE MAC-A'S TOGETHER

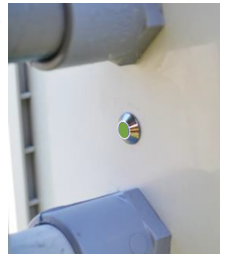
Single MAC see below *Powering the MAC-A*.

- Wire MAC-A Control Boxes together if:
 - a. In the same area
 - b. Same type (shrink, non-shrink). Do not connect a shrink with a non-shrink.
- Now is the time to select the MasterMAC (MAC-2-MAC booklet, page 5).
- MasterMAC will have output wires only.
- Consult MAC-2-MAC booklet, pages 6 & 7 for wiring considerations.
- Change other connected MAC(s) to SlaveMAC mode (MAC-2-MAC booklet, page 9).

POWERING THE MAC-A

- Run 110V AC outlet near to the Controller Box and plug in the Power Supply.
- Check to see if the **Green** power light (**Fig. 28**) on the Controller Box is ON.
- The MAC-A is now operational, but requires adjusting.
- If there are **additional MACs**, make sure they are turned **OFF** (no power to the units). The **Green** power light will shine on the Controller Box of the MAC to be adjusted. (**Caution:** If other MACs are powered on, they will also be affected.)
- The width of the MAC-A is ready to be adjusted.

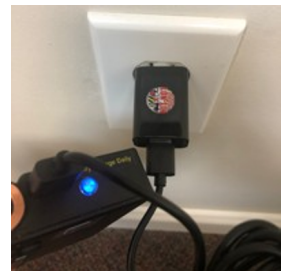
Fig. 28



ADJUSTING THE WIDTH OF THE MAC-A FIELD (BY DEALER)

- If using multiple MACs, make sure to power and adjust one MAC at a time.
- To adjust the width of the MAC-A, stand underneath the MAC holding the **Adjustment Pad** with the pin **IN**.
 - a. Hold the Pad on the **battery side** (long side with the back access cover).
 - b. Hold the Pad at the **height** where PADS are normally worn in your facility (chest high, belt high, or hard hat).
 - c. Pull the pin (**Fig. 29**). You will hear an alarm for about 2 seconds.
 - d. Walk out to the side and stand where you want the boundary for the MAC. The boundary will be set to the exact position of the Adjustment Pad.
 - e. Hold the Pad exactly on the boundary. The Red and Yellow lights on the Controller Box should flash 2 times. Put the pin back in and wait for 2 seconds. The boundary is set automatically for both sides of the MAC-A. The side distance is equidistant with the MAC-A as the center.
- Turn on and adjust the other MACs in the same manner (if needed).

Fig. 29



CHECKING THE BOUNDARY

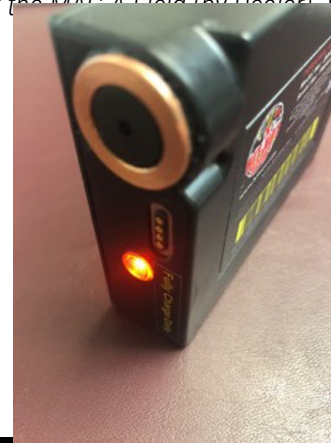
- Bring a truck/lift equipped with a generator/CAM to the MAC-A area.
- Check the MAC-A boundary by using a pedestrian PAD and holding it on the outside of the MAC boundary (**Fig. 30**) and near the truck (silent).
- SLOWLY move the Pad on the inside of the MAC-A boundary (alarming) (**Fig. 31**).
- Repeat the procedure up and down both sides of the MAC-A.
- If boundary is not set correctly, then repeat the procedure on page 15 *Adjusting the Width of the MAC-A Field (by Dealer)*. If you have additional MACs, make sure they are off.

Fig. 30



Outside the MAC-A boundary

Fig. 31



Inside the MAC-A boundary

DIAGNOSTIC INDICATORS ON THE BOTTOM OF THE CONTROLLER BOX (FIG. 32)

- MAC-A can be turned into a MAC-Z (silent zone). Call **HIT-NOT®** for details.

Fig. 32



These lights do not correspond to the fixtures from the relay boxes.

HIT-NOT® WARRANTY TERMS AND CONDITIONS

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 HIT-NOT® SYSTEM IS SOLELY AT YOUR OWN INDEPENDENT DISCRETION AND RISK. THE HIT-NOT® SYSTEM IS NOT GUARANTEED TO PREVENT ACCIDENTS.

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 Mobile Instrumentation, 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 FMI 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. "FMI" "we," "us" and "our" refer to Frederick Mobile Instrumentation, 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.

LIMITED WARRANTIES; DISCLAIMER.

(A) Limited Warranty. FMI hereby warrants against: (1) defects in the System, either in workmanship or material, and (2) the failure of the System to conform to FMI'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. FMI'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 FMI Products to be furnished by FMI, shall be limited to the guarantee or liability to FMI of the manufacturer or supplier of such components. FMI is not liable for damages resulting from the use or misuse of the FMI Products.

(B) Disclaimers. EXCEPT AS EXPRESSLY SET FORTH ABOVE: (1) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR THROUGH FMI, ANY DEALER OR DISTRIBUTOR, OR ANY THIRD PARTY SHALL IMPLY THE CREATION OF ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER BY FMI; (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) FMI DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL BE FUNCTIONAL OR DEFECT-FREE, OR THAT DEFECTS WILL BE CORRECTED; AND (4) FMI 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 FMI BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF THE SYSTEM. USE OF THE SYSTEM IS AT YOUR SOLE RISK.

INDEMNIFICATION; RELEASE; LIMITATION OF LIABILITY.

(A) Indemnification. You agree to indemnify and hold FMI, 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 FMI. FMI 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 FMI's defense of such claims. FMI will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon FMI becoming aware of it.

(B) Limitation of Liabilities. IN NO EVENT SHALL FMI, 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.

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 FMI arising from or relating to Your use of the System, You and FMI 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. By tapping "Accept", you again agree and confirm that you have read and understood these Terms of Service and the

[Disclaimer](#) [Accept](#)

V. ENTIRE AGREEMENT; ASSIGNMENT; 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 FMI 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. FMI 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 FMI. FMI shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by FMI. No delay or omission on the part of FMI 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.

END OF HIT-NOT® WARRANTY TERMS AND CONDITIONS



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