

DOUBLE VISION[®] DUAL DISPLAY VOLTMETER/PHASER *and ACCESSORIES*

Operating & Instruction Manual



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VOLTMETER/PHASER

and ACCESSORIES

Operating & Instruction Manual

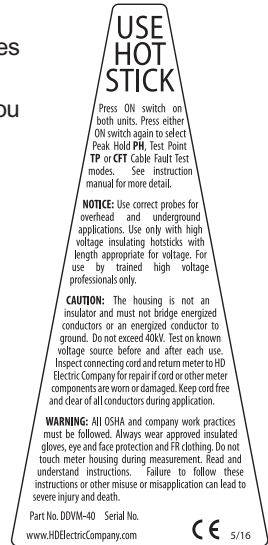
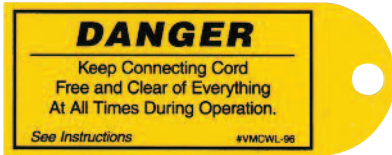
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IMPORTANT SAFETY INFORMATION

Read and understand these instructions prior to use. These operating instructions are not a substitute for proper training in the use of this equipment. High voltage systems present serious hazards, including the risk of death or serious injury due to arcing, thermal burns and electrocution. HD Electric Company products are intended solely for use by professionals with knowledge, training and experience in the use of the equipment and its accessories in and around high voltage systems.

All applicable federal, state, company and OSHA work practices must be followed. If you are unfamiliar with the work practices required, **DO NOT PROCEED**. Call HD Electric Company if you have any questions regarding this equipment.

These important labels are affixed to the product. Read and understand each of them before proceeding.



All meters require the use of accessory hot sticks, which may or may not be supplied with the meter. The minimum hot stick length required for safe use depends upon the particular operation; consult federal, state, company and OSHA specifications for the proper hot stick length for the intended operation.

The users of this meter should always be equipped with personal protective equipment including high voltage gloves, flame retardant clothing, eye and face protection. Some applications may require additional protective equipment.

Accessory probes are available for all meters. Always use the proper probe(s) for your application.

Failure to follow these and other warnings and safety precautions may result in severe injury or death.

OPERATIONAL IMPAIRMENT

If the DDVM is used in a manner not described in this instruction manual, the protection and effective operation of this equipment may be impaired.

GENERAL DESCRIPTION

The HD Electric Dual Display digital voltmeter/phaser is constructed with a high strength molded housing with epoxy encapsulated high voltage resistors, a connecting cord and a digital LED display.



The high voltage resistors limit the current through the connecting cord to a maximum of less than one milliamp. Although the connecting cord is insulated for voltage up to 20kV, it should always be kept free and clear from you, ground and any other conductors.



**Hot Stick Connection:
Shotgun or Universal Spline**

TECHNICAL SPECIFICATIONS

MODEL NUMBER: DDVM-40

ENVIRONMENTAL CONDITIONS

- Conditions - Indoor and outdoor use
- Altitude - Up to 6,566 ft. (2000M)
- Operating Temperature -20°F to +120°F (-29°C to +49°C)
- Humidity - 95% to 49°C (non-condensing)
- Pollution Degree - PD4
- Measurement Category IV - Classification Rating (CAT IV) – Product is intended for use with test and measuring circuits connected to the circuits/wiring outside of a building installation, including transmission lines.
- Overvoltage Category IV
- Enclosure Material - Supertough Nylon UL 94-HB
- Printed Circuit Boards - FR-4 UL94V-0
- Dimensions - Length 14 in. (36cm), Width 4.6 in. (12cm), Height 4.1 in. (10cm)
- Diameter of Fiberglass - 1" (2.54cm)
- Connecting Cord Length - 12' (3.6m) fully extended, 3.5' (1.7m) retracted
- Weight - (w/o probes): 2.25 lbs. (1.02kg) each unit
- Battery Life - 8 hours continuous use
- Battery - 9V alkaline 1604A, IEC 6LR61 or 9V lithium, ANSI-1604LC
- Digital Meter - Reads in kilovolts
- Voltage Range - 5V-40kV line-to-ground or line-to-line, AC 25-1000Hz or DC
- Auto-Ranging - No range selector switch
- Accuracy - Within 1% of reading +/- 3 counts
(line-to-ground & line-to-line measurements)
- Meter Resolution: 0.005 - 0.999 range with 1 Volt resolution
1.00 - 9.99 range with 10 Volt resolution
10.0 - 40.0 range with 100 Volt resolution

OPERATING INSTRUCTIONS

The DDVM-40 Dual Display Digital Voltmeter measures DC and AC RMS voltage from 5V to 40kV and from 25-1000Hz. Measurements can be made line-to-ground or line-to-line. The two LED displays are synchronized so that the same voltage reading is shown on both displays.

Press the ON button on both units to turn them on. The initial zero kV indication will be replaced shortly with the display of hollow zeros as a battery saving measure.

A low battery indication in the lower right corner of the screen indicates that the battery will need to be replaced soon. If the battery dies completely in one unit, the display will shut off and the remaining unit will show the message REPLACE PARTNER BATTERY. The battery compartments are on the bottom of each unit. HD Electric recommends using 9V lithium batteries, but alkaline batteries may also be used.

Both displays will turn off after three minutes of a zero display.

BATTERY REPLACEMENT INSTRUCTIONS

To replace the battery, open and remove the compartment on the bottom of the meter housing. Remove and dispose of the old battery, replacing it with a fresh, new 9-volt lithium or alkaline battery. Note battery polarity on the battery compartment. This compartment cannot be reinserted if the battery polarity is reversed.



OPERATING INSTRUCTIONS

Pre-Use Inspection

WARNING: Before using the instrument be sure to test and inspect the equipment to ensure that it is functioning properly and is in safe, working condition. Failure to do so may cause serious injury or death and may result in erroneous test measurements.

Before making any high voltage measurements, test and inspect the voltmeter/phaser as follows:

- 1) Make certain the instrument is clean and dry.
- 2) Inspect the cord for cracked insulation.
- 3) Be sure that you are using hot sticks of the appropriate length and examine each hot stick to ensure that it is clean, dry and waxed to a clear shiny surface.
- 4) Attach the appropriate probes for overhead or underground applications (see page 10) and ensure that the probes are properly installed and tightened (do not overtighten).
- 5) Confirm that the meter is configured for the correct application (normal reading, Peak Hold, Test Point or CFT).
- 6) Test the voltmeter/phaser with an appropriate tester, such as the HD Electric PT-5000B Proof Tester® Voltmeter Tester (see page 10).

Voltage and Phasing Measurements – Line-to-Line

We recommend that two person crews perform all line-to-line voltage measurements and phasing operations. Since the operation is occurring near two energized conductors, the use of two person crews allows each person to operate one meter stick and maintain high safety standards.

In order to make line-to-line measurements, each probe must contact an energized line. Be sure that only those probes intended for the particular application are used (see page 10). Always keep the connecting cord free and clear of energized phases and ground. For phasing applications, the probes will be placed on opposite sides of an open point, typically a switch. The phasing operation will indicate if two sides of a line are in-phase before closing a switch.

To check all phases, proceed as follows:

- 1) Measure voltage on each phase from line-to-ground to verify all phases are live and at the same voltage.
- 2) Place one of the probes on a conductor on one side of the switch.
- 3) Place the other probe on one of the three phases on the other side of the switch.
- 4) If the conductors are out-of-phase, the meter will read line-to-line voltage. If they are in-phase, the meter will read near zero but may read up to 15% of the line-to-line voltage.
- 5) Continue this procedure with all three phases on both sides of the switch.

If an intermediate reading is found, the phasing cannot be determined by this method and the switch should not be closed until other means are used for phasing.

OPERATING INSTRUCTIONS *continued*

Voltage Measurements – Line-to-Ground

First connect one of the probes to either a ground or system neutral making sure the resistor stick is making contact at all times during measurement. The other probe should be connected to the energized source to be measured.

Maintain contact only long enough to read the meter. Always remove the probe from the energized source first before removing the ground connection.

Test Point Measurements

To activate Test Point mode simply push the ON button again. Test Point mode is indicated by TP in the display. To turn Test Point mode off, simply push the ON button once and verify the TP turns off. When using a DDVM to phase between

test points, the important measurement is whether high voltage is present or not.

The proper procedure for phasing between elbow test points is as follows:

- 1) Both elbows must be energized. Follow the proper safety practices for removing the test point protective caps and exposing the live test points. Treat all exposed electrodes as energized high voltage. Measure from both elbow test points to ground. These measurements should show that both elbows are energized and, if both elbows are of the same type and manufacture, should measure the same approximate line voltage.
- 2) Measure from one elbow test point to the other. This reading will show either a high voltage reading indicating the elbows are out-of-phase or a zero or low voltage reading indicating the elbows are connected to the same phase. The out-of-phase measurement will likely not show the higher voltage expected from a phase-to-phase measurement but will be closer to the line-to-ground voltage. The in-phase voltage measurement can be between zero and 15% of the nominal line-to-ground voltage. If both elbows are of different type and manufacture, then the reading may be higher.

Peak Hold

Press the ON button to activate this feature and once again to clear the reading.

The H in the display confirms Peak Hold.

The display will hold the highest reading while Peak Hold is activated.



PROBES AND ACCESSORIES

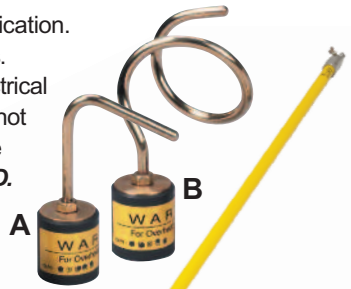
WARNING: ALWAYS use probes appropriate to your application.

NEVER use overhead probes in underground applications.

Failure to use the correct probe can result in arcing or electrical contact and may cause serious injury or death. If you are not trained in the particular operation or are not sure about the appropriate probe for your application **DO NOT PROCEED.**

Overhead Probes

- A. 025-OLPS-5 brass hook probe
- B. 025-OLPS-6 brass pigtail probe



C. Hot Stick

A range of hot sticks are available in lengths starting at 4'. Contact HD Electric for more details.

D. Insulated Underground Probe

GCP-1 for general underground use on grounded terminals, exposed high voltage terminals or elbow test points.

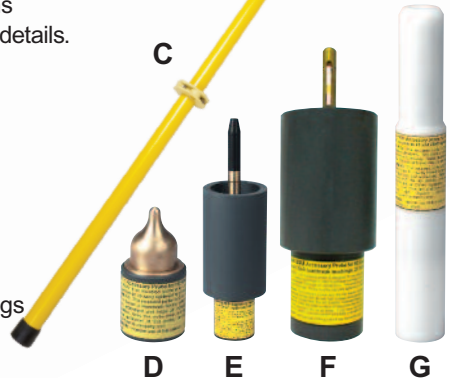
Underground Dead Front Bushing Probes

- E. ASP-15/25 for use in 15kV and 25kV loadbreak bushings
- F. ASP-35U for use in 35kV loadbreak bushings

G. Underground Elbow Probe

EA-15/25 for insertion in loadbreak elbows.

Note: The elbow must be firmly supported when using this probe.



Proof-Tester® Voltmeter Tester

The PT-5000B Proof Tester Voltmeter Tester will produce 5kVDC at the test leads to confirm proper operation of voltmeters and phasers. This tester should be used only with voltmeters/phasers that measure DC voltage. It will not confirm operation of voltmeters/phasers that measure AC voltage only. The PT-5000B operates from one 9V lithium or alkaline battery and produces approximately 5kVDC at the connecting leads. To use:

- 1) Connect both tester leads to the voltmeter/phasers probes.
- 2) Press and hold both TEST buttons.
- 3) Confirm a good battery by checking the red light on the Tester. If the red light does not come on, replace the battery with a 9V lithium or alkaline only.
- 4) Verify the voltmeter/phasers reads approximately 5kV.
- 5) Release the TEST buttons and disconnect the Tester from the voltmeter/phasers.



WARNING: Do not use the voltmeter/phasers if proper operation is not confirmed.

WARNING: Do not use this tester except as directed. Do not use to test equipment other than voltmeters/phasers. Do not apply to energized circuits or equipment. Refer all servicing to the factory. Failure to follow these instructions may lead to electric shock, severe injury or death.

PROBES AND ACCESSORIES *continued*

Cable Fault Tester

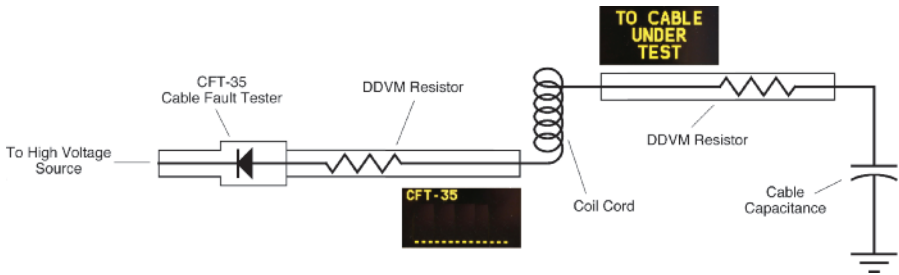
The CFT-35 is for use only with two stick voltmeters for testing leakage current in underground primary voltage cables.



The CFT-35 can be used on underground cables with grounded neutrals with a maximum line-to-ground voltage of 21.1kV or maximum line-to-line voltage of 36.6kV. Operation at higher voltages may damage the CFT-35 and provide erroneous test results.

The CFT-35 is used with a voltmeter/phaser for testing installed or repaired underground cable prior to energizing it. Only cable with extruded dielectric such as rubber or polyethylene can be tested with the CFT-35. Using the CFT-35 on paper insulated cable may provide erroneous test results caused by higher leakage currents typical for this type of cable.

The CFT-35 contains a high voltage rectifier and is connected to test underground primary cable as shown in this circuit:



In practice, the CFT-35 rectifies the high voltage from the source, usually a transformer primary, and charges up the cable, shown as a capacitor above. When a connection is first made, the DC from the CFT-35 will charge up the cable capacitance through the resistors in the meter sticks. If the cable is good, current will stop flowing when the cable is charged up. If the cable is not good, the cable will not charge and current will continue to flow, as indicated by a higher meter indication.

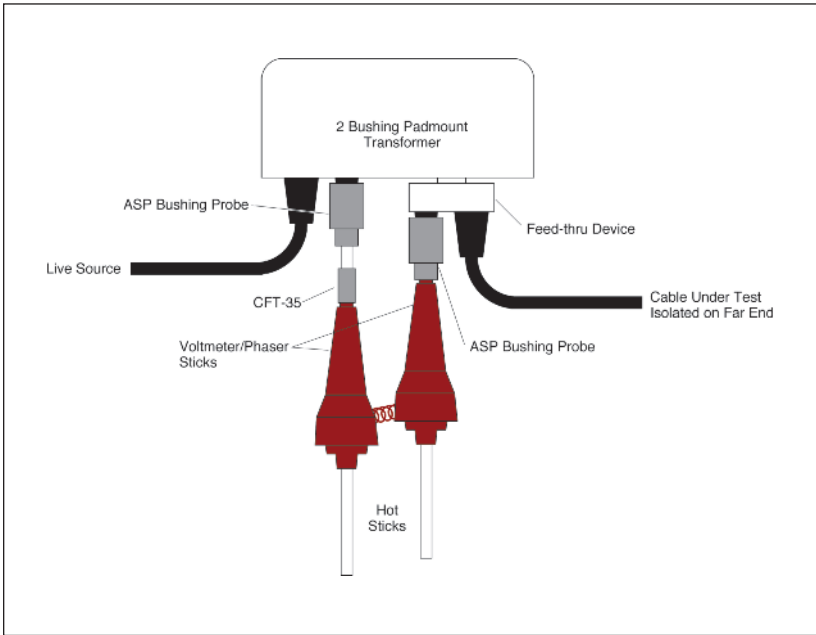
The following equipment is required for testing cable with a CFT-35:

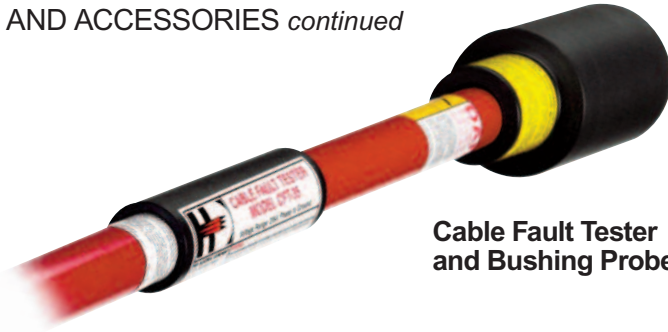
- 1) HD Electric two-stick voltmeter/phaser model DDVM-40.
- 2) The CFT-35 Cable Fault Tester.
- 3) For deadfront applications, ASP bushing probe(s) or, for live front applications, GCP-1 probe(s). An EA-15/25 elbow probe may also be used for deadfront applications.
- 4) For deadfront applications, a feed-through bushing may also be used.

PROBES AND ACCESSORIES *continued*

Shown below is a typical application of the CFT-35 and associated equipment for testing underground cable from a pad-mount dead front transformer:

Before using the CFT-35, read and understand all of the instructions and precautions for live testing with voltmeters/phasers (pages 7-9). In addition, be sure to consult your company's work practices and any information provided by the manufacturers of the apparatus that you are testing.





Cable Fault Tester and Bushing Probe

Testing using the CFT-35 should be performed as follows:



- 1) Test the cable with the voltmeter/phaser to ensure that it is not energized and that it is discharged.
- 2) Ensure that the cable to be tested is completely isolated; that both ends have no other connection to voltage or to a transformer winding and are properly terminated.



- 3) Turn on the Dual Display voltmeter/phaser and press the ON button again to select CFT mode.
- 4) Assemble the CFT-35 with appropriate probe on the unit displaying CFT-35.



- 5) Connect the voltmeter/phaser unit displaying TO CABLE UNDER TEST to the cable to be tested with the appropriate probe.
- 6) Connect the voltmeter/phaser displaying CFT-35 to the voltage source.
- 7) Read the bar graph display. The reading will be initially high. For a short cable, the reading should return quickly to near zero. For a longer cable, it may take a few seconds for the reading to return to near zero. For a good cable, only one or two bars will remain high. Note that the highest bar will remain on as a reminder of the maximum reading.



- 8) If all or most of the bars stay on, the cable is leaking or shorted and CABLE FAULT will be displayed. Discontinue the test.
- 9) Discharge the cable by removing the voltmeter/phaser from the line, removing the CFT-35 from the voltmeter/phaser and connecting the voltmeter/phaser from the cable just tested to ground.

CARE AND MAINTENANCE

Periodic regular maintenance is required to keep the voltmeter in proper operating condition. Digital models will require periodic battery replacement. Keep the voltmeter clean and dry and always store it in its case. The sticks should be kept clean and free of dirt, contamination and marking. Examine the cord for cracking or other damage prior to each use. Although we do not specify a calibration cycle, we recommend you test, measure and calibrate your instrument annually. The Calibration and Maintenance Log provided on page 15 can be used to record these events. Contact HD Electric Company for details.

CLEANING INSTRUCTIONS

To clean the DDVM wipe with a damp cloth with water.
Do not use harsh chemicals or solvents.

REPAIRS

All repairs and calibration are performed at HD Electric Company. If any damage is found, please contact HD Electric Company at 847-473-4980 or saleshde@emerson.com to arrange for service.

MANUFACTURING LOCATION

HD Electric Company • Waukegan, IL. 60085, USA

CALIBRATION AND MAINTENANCE LOG

DATE	CALIBRATED BY

TERMS AND CONDITIONS OF SALE

HD Electric Company is herein referred to either as "HDE" or "Seller" and the customer or person or entity purchasing goods or services (hereinafter collectively referred to as "Goods") is referred to as the "Buyer". These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from HDE relevant to the sale of the Goods and all documents incorporated by specific reference therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by HDE to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these terms and conditions without variation or addition. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to. HDE reserves the right in its sole discretion to refuse orders.

1. PRICES AND TAXES: Unless a fixed price is quoted, the price at which this order is accepted is subject to adjustment to HDE's price in effect at the time of order. Any current or future tax or governmental charge (or increase in same) affecting Seller's costs or production, sale or delivery of which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods (but excluding any tax on Seller's net income or profit) shall be for Buyer's account and shall be added to the price.

2. TERMS OF PAYMENT: Terms are stated on HDE's invoice in U.S. currency. HDE shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with the Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly, or HDE otherwise deems itself insecure. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to HDE, cash payments or security satisfactory to HDE may be required by HDE for future deliveries of the goods theretofore delivered. If such cash payment or security is not provided, in addition to HDE's other rights and remedies, HDE may discontinue deliveries. HDE may apply a finance charge for payments made by credit card.

3. SHIPMENT AND DELIVERY: Unless otherwise expressly provided, shipments are made F.O.B. HDE's shipping point. Risk of loss or damage and responsibility shall pass from HDE to Buyer upon delivery to and receipt by common carrier. Any damages or shortages or damages sustained in transit are the responsibility of Buyer and shall be assumed by the Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While HDE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by HDE, all shipping dates are approximate and not guaranteed. HDE reserves the right to make partial shipments. HDE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse HDE for all of its handling and storage costs and other additional expenses resulting therefrom. All claims for shipping errors, lost shipments or any other discrepancies must be made within ninety (90) days or they will be disallowed and deemed waived.

4. HDE LIMITED WARRANTY: HDE covers its products with a manufacturer's warranty against defects in material or workmanship for a period of ten years in the case of Capacitor Controls and in all other circumstances for a period of one year, unless otherwise stated by HDE in writing. To take advantage of this warranty, the complete product must be delivered prepaid to HDE or any HDE Authorized Service Center. This warranty shall not apply to any Goods including but not limited to products which are repaired or altered outside HDE's factory (or Authorized Service Center) or in any manner so as, in HDE's judgment, to affect its serviceability or proper operation; (b) have been damaged by persons other than HDE (or Authorized Service Center) to improper handling, operation, maintenance, repair or alteration; and, (c) have been subjected to normal wear and tear, misuse, negligence, improper installation or accident. HDE's obligation under this warranty, and the Buyer's exclusive remedy for the breach thereof, shall be limited to, at HDE's option, repair or replacement of any allegedly defective Goods or issuance of credit. HDE requires the return of any allegedly defective Goods, transportation prepaid, before honoring any claim. All returned Goods are subject to inspection, and if examination does not disclose any defect covered by this warranty, replacement of such Goods or issuance of credit for same will not be approved. **THE FOREGOING CONSTITUTES HDE'S SOLE WARRANTY RESPONSIBILITY AND BUYER'S EXCLUSIVE REMEDY, WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.** No employee, agent, dealer, or other person is authorized to give any warranty on behalf of HDE. This warranty extends only to persons or organizations who purchase the Goods from HDE for resale.

5. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR CREDIT UNDER SECTION 4. HDE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL HDE BE LIABLE TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY HDE FOR ANY DAMAGES IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL HDE'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS INCLUDE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE SALE, RESALE OR USE OF THE GOODS, WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY HDE. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of revenue, cost of capital or loss of or damage to property, equipment, or data, or loss of reputation. Further, Buyer shall indemnify and hold HDE harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other persons arising out of Buyer's, and any other persons' use of the Goods. All instructions and warnings supplied by HDE will be passed on to those persons who use the Goods. HDE's Goods are to be used in their recommended applications and all warning labels attached to the Goods by HDE must be followed. It is impossible to eliminate all risks associated with the use of the Goods. Risks of serious injury or death, including risks associated with electrocution, arcing and thermal burns, are inherent in work in and around energized electrical systems. Such risks arise from the wide variety of electrical systems and equipment to which Goods may be applied, the manner of use or application, weather and environmental conditions or other unknown factors, all of which are beyond the control of HDE. HDE does not agree to be an insurer of these risks, and shall have no liability for any claims arising from such risks. **WHEN YOU BUY OR USE THESE PRODUCTS, YOU AGREE TO ACCEPT THESE RISKS.**

6. EXCUSE OF PERFORMANCE (FORCE MAJEURE): HDE shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; hoisting; sabotage; strikes; labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or events beyond HDE's reasonable control. Deliveries or other performance may be suspended for an appropriate period or cancelled by HDE upon notice to Buyer in the event of any of the foregoing, but the balance of this agreement shall otherwise remain unaffected. If HDE determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth herein, HDE may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as HDE determines to be equitable without liability for any failure of performance which may result therefrom.

7. CHANGES: HDE reserves the right to change designs and specifications for standard Goods without prior notice to Buyer, but not with respect to custom Goods being made for Buyer. HDE shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

8. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of HDE, and any such assignment, without such consent, shall be void.

9. INSTALLATION: Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods.

10. INSPECTION/TESTING: Buyer, at its expense, agrees that it will promptly inspect the Goods upon receipt thereof, and in no event later than thirty (30) days from the date of receipt of the Goods. Buyer shall deliver to HDE within fifteen (15) days of inspection, but in no event later than forty-five (45) days from the date of receipt of the Goods, written notice of any and all deficiencies, defects, variations from specifications or complaints of any kind with respect to the quantity, quality, condition, shipment, performance, price or appearance of the Goods so received by Buyer. In the event no such written notice is received by HDE, Buyer shall be deemed conclusively to have inspected and accepted all such Goods unconditionally and to have waived any and all rights and claims, including without limitation any right to reject the Goods or to claim damages in respect thereof. Buyer may not return goods without first advising HDE of the reasons therefor, obtaining from HDE a material authorization number and observing such instructions as HDE may give in authorizing such return. In the event a return is authorized by HDE, a restocking for any Goods requiring repackaging or maintenance a twenty percent (20%) restocking fee shall be assessed to Buyer in the final credit amount.

11. SERVICES: If this agreement requires HDE to perform or provide any services, HDE (including without limitation its successors, assigns, agents or any person or entity acting as HDE's direction) shall not be responsible for any damages, claims, liabilities or expenses of any nature arising out of such services.

12. U.S. EXPORT CONTROL LAWS: All Goods sold to any Buyer by HDE hereunder are subject to U.S. Export Control Laws. Buyer hereby agrees not to re-sell or divert any goods contrary to such laws.

13. COMPLIANCE: Seller/Contractor shall comply with all applicable federal, state or local laws, rules, regulations, or orders; Seller/Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and the applicable provisions of the Office of Federal Contract Compliance Programs (OFCCP), 41 CFR Part 60, which are incorporated herein by this reference. Buyer shall comply with all applicable Federal, State or local laws, rules, regulations or orders including but not limited to the Foreign Corrupt Practices Act of 1977, as amended. HDE reserves the right to delay or refuse delivery if requests for reasonable assurances of Buyer's compliance are not tendered as requested.

14. MISCELLANEOUS: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter hereof. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon HDE unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by Seller. No modification shall be effected by HDE's receipt or acceptance of Buyer's purchase orders, shipping instruction forms, or other documentation containing terms of variance with or in addition to those set forth herein, all of which are objected to by HDE. Any such modifications or additional terms are specifically rejected by HDE. No waiver by HDE with respect to any breach or default of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by HDE. All typographical or clerical errors made by HDE in any quotation, acknowledgment or publication are subject to correction. Validity and performance relating to the interpretation and effect of this agreement shall be governed by the laws of the state of Illinois without regard to its conflict of law principles.

15. DISPUTE RESOLUTION: In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS BETWEEN BUYER AND SELLER, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. This MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue of arbitration is not chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Illinois and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

16. CLASS ACTION WAIVER: BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such location mutually agreed. In addition to the terms stated above, the following shall apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Illinois law consistent with the FAA.

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