



## Installation Reference Manual

# 816 LA

Vehicular swing gate actuator



1500 Series 816 actuator

### **IMPORTANT!**

These instructions apply only to the 816 actuator.  
Control box installation/operation is described in a separate control box manual.



# TABLE OF CONTENTS

**SECTION 1: 816 ACTUATOR OVERVIEW .....3**

**SECTION 2: INSTALLATION SAFETY .....4**

**SECTION 3: TOOLS NEEDED FOR INSTALLATION.....4**

**SECTION 4: ACTUATOR MECHANICAL INSTALLATION.....5**

**SECTION 5: ACTUATOR TO CONTROL BOARD CONNECTIONS....12**

5.1 WIRING ACTUATOR TO 936 CONTROL BOARD.....13

5.2 WIRING ACTUATOR TO 1050 CONTROL BOARD.....15

5.3 SETTING OPEN/CLOSE LIMITS.....17

**SECTION 6: PART DRAWINGS .....19**

**SECTION 7: WARRANTY .....22**

# LIST OF INSTRUCTIONS

**INSTRUCTION 1A: INSTALL PIVOT ARM TO GATE (PULL-TO-OPEN) ..... 5**

**INSTRUCTION 1B: INSTALL PIVOT ARM TO GATE (PUSH-TO-OPEN) ..... 6**

**INSTRUCTION 2: MOUNT ACTUATOR TO PIVOT ARM ..... 7**

**INSTRUCTION 3: AFFIX GATE BRACKET TO ACTUATOR ARM ..... 8**

**INSTRUCTION 4: POSITION GATE BRACKET ON GATE ..... 9**

**INSTRUCTION 5: AFFIX GATE BRACKET TO GATE ..... 10**

**INSTRUCTION 6: RUN ACTUATOR CABLE(S) TO THE CONTROL BOX ..... 11**

**INSTRUCTION 7: REMOVE CONNECTOR FOR WIRING TO 936/1050 ..... 12**

**INSTRUCTION 8: 936 CONTROL BOARD WIRING: PULL-TO-OPEN ..... 13**

**INSTRUCTION 9: 936 CONTROL BOARD WIRING: PUSH-TO-OPEN ..... 14**

**INSTRUCTION 10: 1050 CONTROL BOARD WIRING: PULL-TO-OPEN ..... 15**

**INSTRUCTION 11: 1050 CONTROL BOARD WIRING: PUSH-TO-OPEN ..... 16**

**INSTRUCTION 12: SETTING MOTOR 1 OPEN/CLOSE LIMITS .....17**

**INSTRUCTION 13: SETTING MOTOR 2 OPEN/CLOSE LIMITS.....18**

## SECTION 1: 816 ACTUATOR OVERVIEW

Congratulations on selecting a Nice 816 LA actuator for your gate opener system. With proper selection, system design, installation, and maintenance this actuator should provide years of reliable operation. This manual covers ONLY the installation of the 816 actuator.

### IMPORTANT!

For control box installation, wiring, operation, maintenance instructions and all safety information, refer to the appropriate control box installation manual used for the system being installed.

### 816 ACTUATOR SPECIFICATIONS

DRIVE	Electromechanical
GATE LENGTH MAX.	16 ft (5 m ) leaf
GATE WEIGHT MAX	600 lb (272 kg)
OPEN/CLOSE TIME (TO 90°)	14 - 16 seconds (adjustable)
TEMPERATURE RATING	-4° to 122° F (-20° to 50° C)
OPERATING VOLTAGE	12VDC
ACTUATOR DIMENSIONS	42" retracted - 66" extended
USER CONTROLS	636, 936, or 1050 control board
LISTED TO UL325	936 & 1050 Control Boards: Usage Class I, II,

### 816 ACTUATOR PARTS IDENTIFICATION

PART#	DESCRIPTION	QTY
816-1	ACTUATOR WITH 12 FOOT HARNESS	1
816-2 (DUAL GATE ONLY)	ACTUATOR WITH 42 FOOT HARNESS	1
1116	PIVOT ARM	1
10025215	GATE BRACKET	1
1125	ACTUATOR HARDWARE KIT	1

- 816-1 - Actuator with 12' harness
- 816-2 - Actuator with 42' harness



PIVOT ARM (P/N 1116)



GATE BRACKET,  
BLACK  
(P/N 10025215)



ACTUATOR  
HARDWARE KIT  
(P/N 1125)

## SECTION 2: INSTALLATION SAFETY

### IMPORTANT!

- The gate operator installation is NOT a “do-it-yourself” project. Contract a qualified gate operator installation company to install this system to ensure a safe and reliable installation.
- It is the responsibility of the property owner to ensure the installer is qualified to carry out the installation in a safe and professional manner.
- Consult local government agencies for up-to-date rules and regulations to satisfy licensing, codes or regulations that regulate automated gate system design and installation.
- The gate for which the gate operator is intended to be used should itself be installed correctly so that it is level and plumb and the gate opens easily and evenly.
- Note that Nice swing gate systems are not intended for installation on an incline.



### WARNING!

READ ALL SAFETY INFORMATION IN THE CONTROL BOX INSTALLATION MANUAL WHEN INSTALLING A SWING GATE SYSTEM!

- **DISCONNECT POWER AT THE CONTROL PANEL BEFORE MAKING ANY ELECTRIC SERVICE POWER CONNECTIONS.**
- **BE AWARE OF ALL MOVING PARTS AND AVOID CLOSE PROXIMITY TO ANY PINCH POINTS.**

## SECTION 3: TOOLS NEEDED FOR INSTALLATION

Below is a list of tools necessary for installation of the 816 actuator:

- Welder (for pivot arm) unless optional bolt-on pivot arm (P/N 446) is used.
- Basic hand tools (screwdrivers, wrenches, pliers, etc..)
- Bubble Level (for ensuring pivot arm and actuator are level).
- Framing square (for determining pivot arm location)

## SECTION 4: ACTUATOR MECHANICAL INSTALLATION

### 1A INSTALL PIVOT ARM TO GATE: PULL-TO-OPEN

1. Securely mount the pivot arm to the hinge post (IMAGE 1A-1).
2. If necessary, cut pivot arm for correct placement of the actuator mounting hole. Measurements are taken from the center of pivot of the gate hinge.
3. It is strongly recommended to weld the pivot arm to the hinge post.

**NOTE:** Welding is much preferred but Nice offers an optional bolt-on pivot arm (P/N 446) for when welding is not possible.



**CAUTION!**

NEVER WELD PARTS TO THE GATE OR POSTS WHEN THE CONTROL BOARD IS POWERED TO AVOID IRREPAIRABLE DAMAGE TO THE CIRCUIT BOARD!

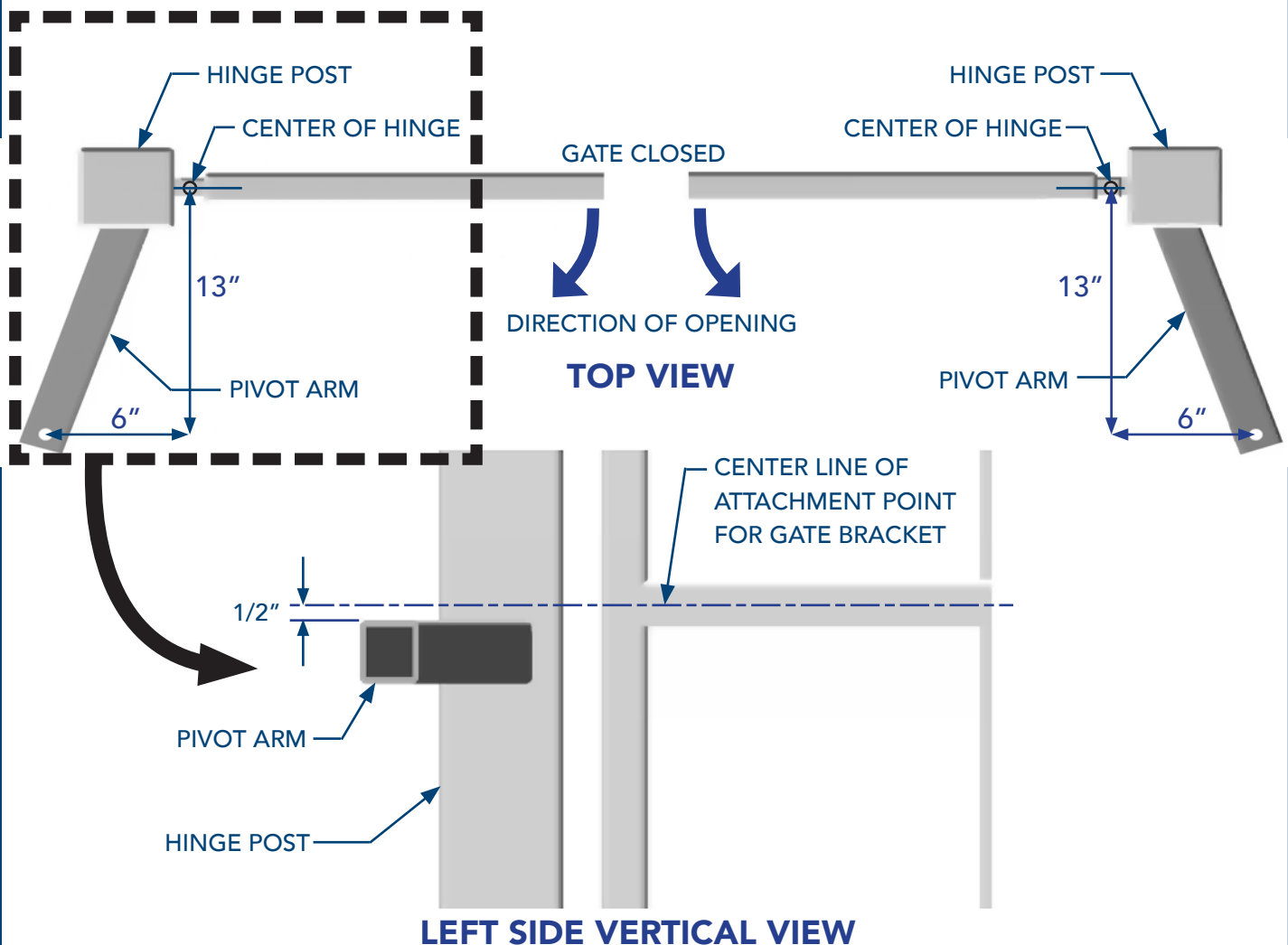


IMAGE 1A-1: "PULL TO OPEN" PIVOT ARM INSTALLATION

# 1B INSTALL PIVOT ARM TO GATE: PUSH-TO-OPEN

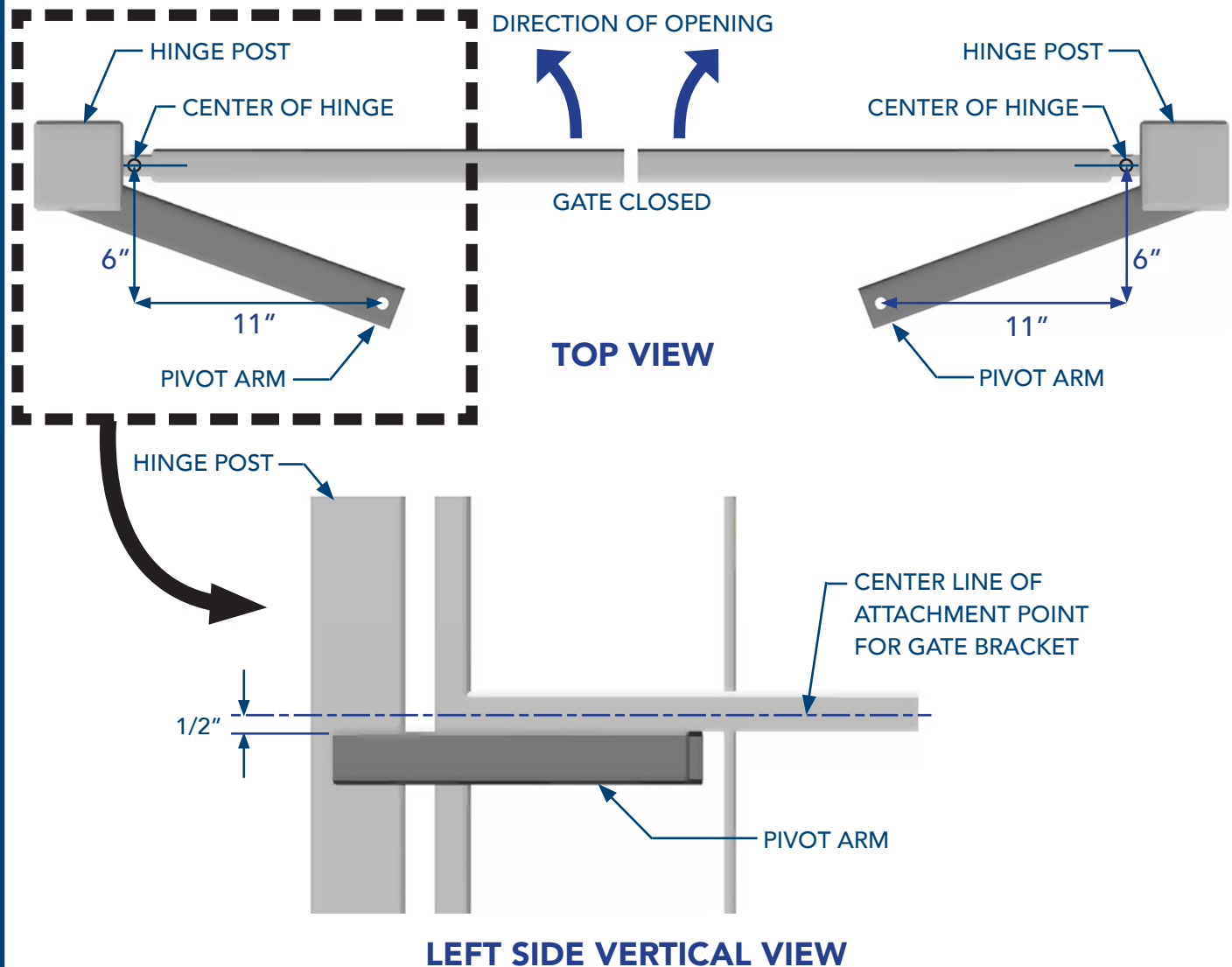
1. Securely mount the pivot arm to the hinge post (IMAGE 1B-1).
2. If necessary, cut pivot arm for correct placement of the actuator mounting hole. Measurements are taken from the center of pivot of the gate hinge.
3. It is strongly recommended to weld the pivot arm to the hinge post.

**NOTE:** Welding is much preferred but Nice offers an optional bolt-on pivot arm (P/N 446) for when welding is not possible.



**CAUTION!**

NEVER WELD PARTS TO THE GATE OR POSTS WHEN THE CONTROL BOARD IS POWERED TO AVOID IRREPAIRABLE DAMAGE TO THE CIRCUIT BOARD!

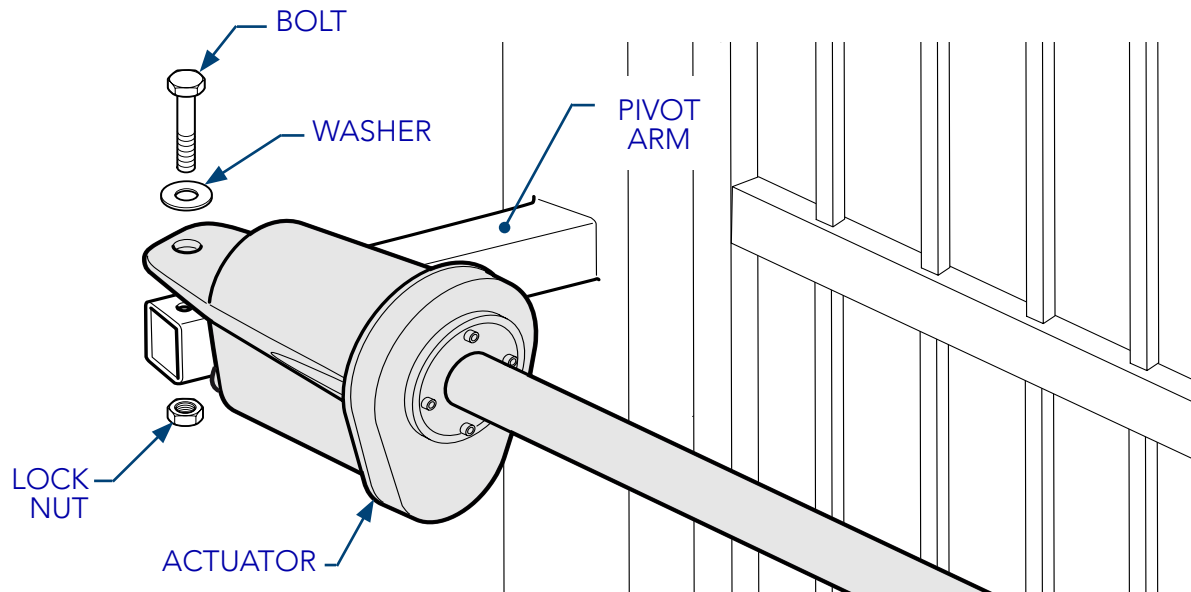


**IMAGE 1B-1: "PUSH TO OPEN" PIVOT ARM INSTALLATION**

## 2

### MOUNT ACTUATOR TO PIVOT ARM

1. Mount the actuator to the pivot arm as shown (IMAGE 2-1). Note that the washer goes above the actuator flange.
2. Tighten the lock nut to prevent movement or shifting when the actuator is running. This will also prevent excessive "bounce" or "wobble" when the gate stops moving.

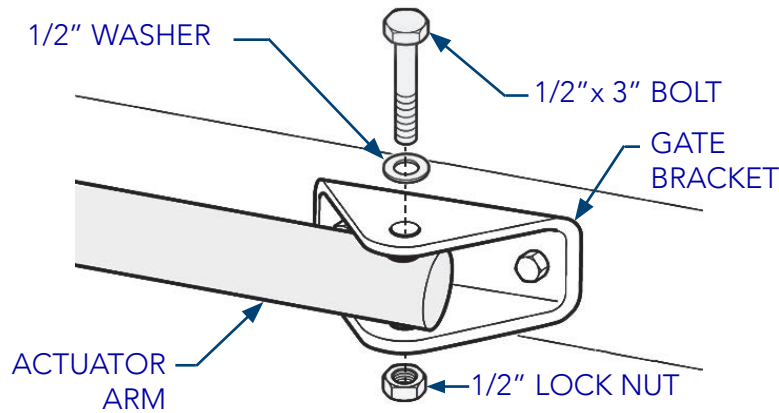


**IMAGE 2-1: ACTUATOR INSTALLATION**

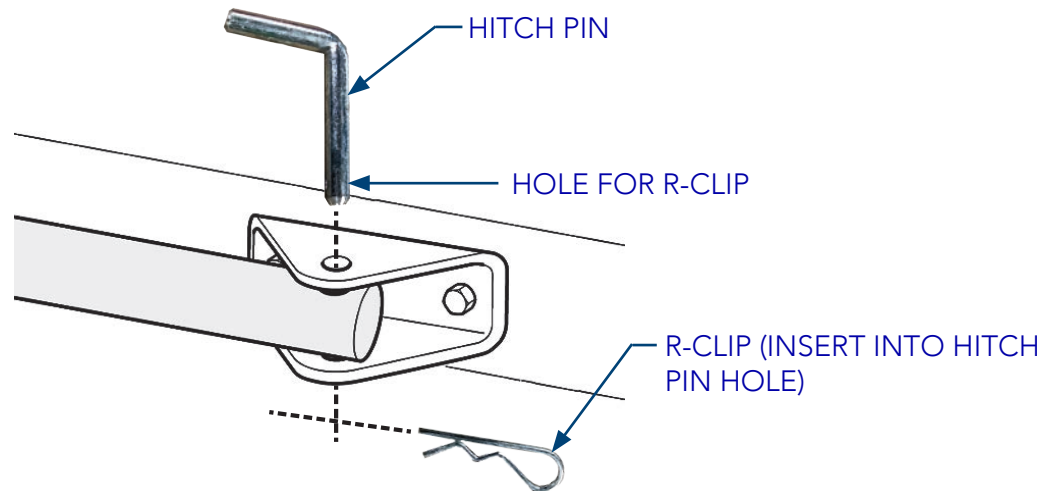
### 3 AFFIX GATE BRACKET TO ACTUATOR ARM

If security is of the utmost importance then the bracket may be connected to the actuator arm using the 1/2" x 3" bolt, washer, and lock nut (IMAGE 3-1).

However, to enable quick manual opening of the gate in case of power failure, it is recommended to use the quick release hitch pin with R-clip (IMAGE 3-2).



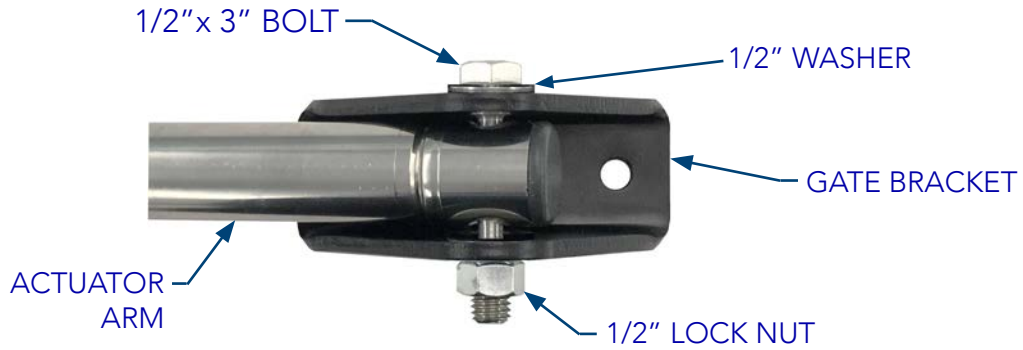
**IMAGE 3-1: GATE BRACKET TO ACTUATOR ARM USING BOLT, WASHER, & NUT**



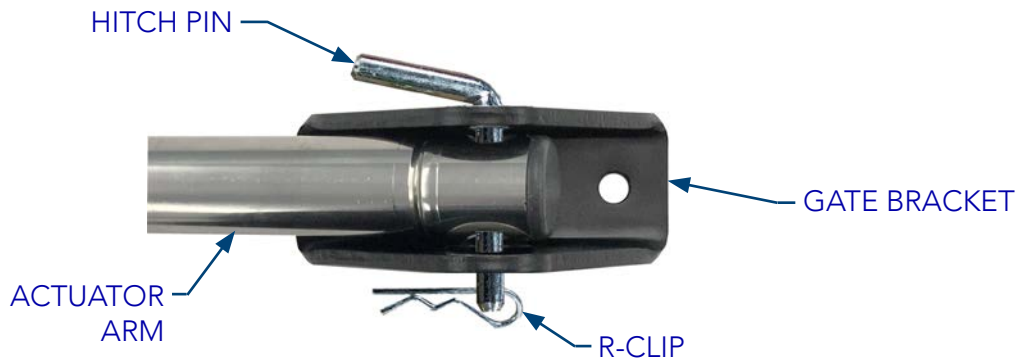
**IMAGE 3-2: GATE BRACKET TO ACTUATOR ARM USING HITCH PIN AND R-CLIP**



### 3: AFFIX GATE BRACKET TO ACTUATOR ARM (CONT.)



**IMAGE 3-3:** GATE BRACKET WITH BOLT, WASHER, NUT



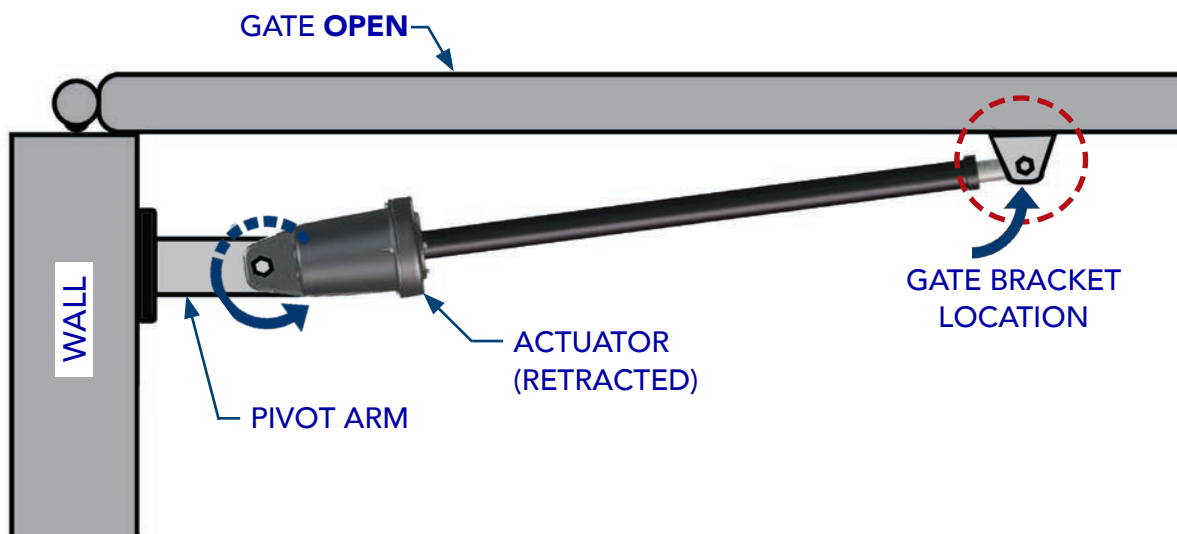
**IMAGE 3-4:** GATE BRACKET WITH HITCH PIN AND R-CLIP

## 4 POSITION GATE BRACKET ON GATE

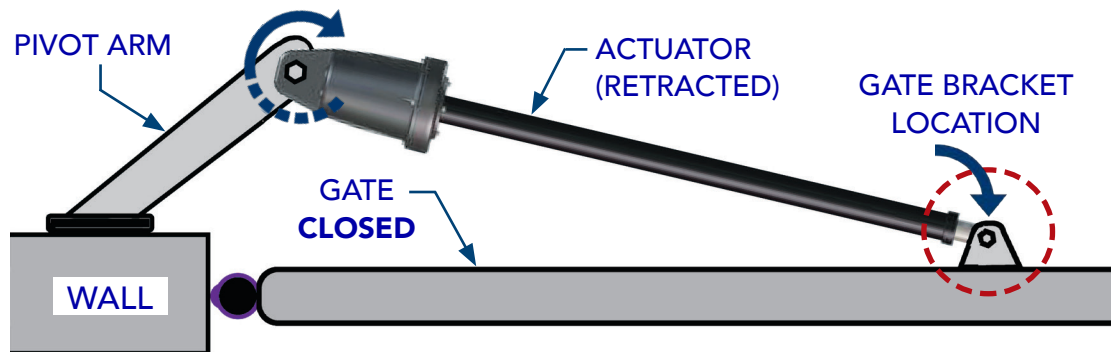
1. Place gate in:
  - a) OPEN position for PULL-TO-OPEN configuration (IMAGE 4-1).
  - b) CLOSED position for PUSH-TO-OPEN configurations ( IMAGE 4-2).
2. With actuator arm fully retracted, rotate entire actuator on the pivot arm around until the gate bracket attached to the actuator is positioned on a supporting structure of gate.
3. Mark position of gate bracket on gate or clamp into position.

**NOTES:**

Do not attach gate bracket to gate pickets. Attach only to structural supports.  
 If unsure of exact bracket location, tack weld or clamp until gate can be tested.



**IMAGE 4-1: GATE BRACKET LOCATION (PULL-TO-OPEN)**



**IMAGE 4-2: GATE BRACKET LOCATION (PUSH-TO-OPEN)**

# 5

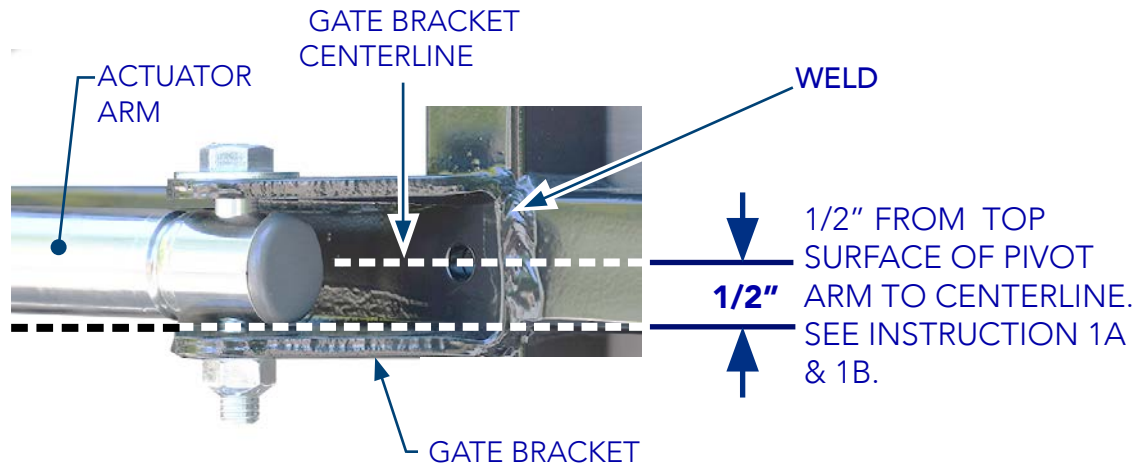
## AFFIX GATE BRACKET TO GATE

1. Weld the gate bracket to the gate supporting structure (IMAGE 5-1).



### CAUTION!

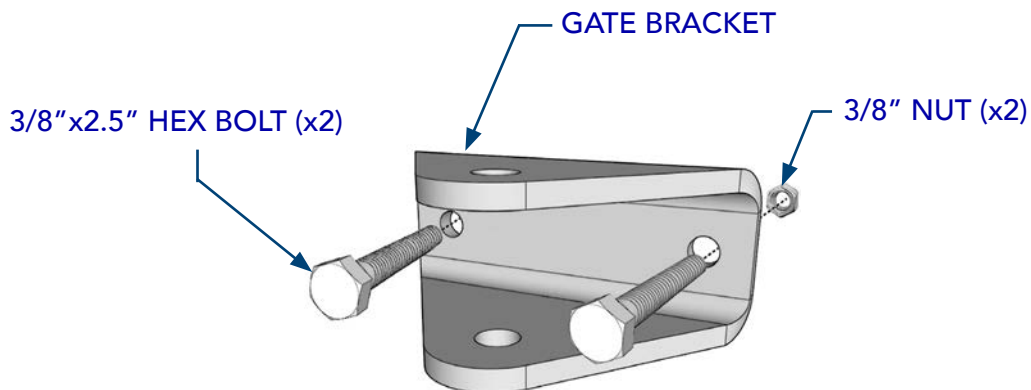
NEVER WELD PARTS TO THE GATE OR POSTS WHEN THE CONTROL BOARD IS POWERED TO AVOID IRREPAIRABLE DAMAGE TO THE CIRCUIT BOARD!



**IMAGE 5-1: GATE BRACKET WELDED TO GATE**

**IMPORTANT!** Ensure bracket centerline is 1/2" above the top of the pivot arm.

2. If welding is not possible, drill two holes to match bracket and affix with two 3/8"x2.5" screws and 3/8" nuts included in the kit (IMAGE 5-2).



**IMAGE 5-2: GATE BRACKET AND HARDWARE (BLACK BRACKET SHOWN)**

**IMPORTANT!** Use a bubble level to assure after mounting that actuator is level and plumb.

## 6

## RUN ACTUATOR CABLE(S) TO CONTROL BOX

Run the cable of the actuator closest to the control box through a hole (with rubber grommet) drilled in the bottom on the control box. If necessary, entry may be made elsewhere on the control box.

If a dual gate installation:

1. Dig a trench across the driveway deep enough to accommodate the longer harness cable from the actuator farthest from the control box.
2. Run the cable through an appropriate conduit and lay this in the trench.
3. Cover the trench and use asphalt patch if needed.
4. Run the 2nd cable into a hole (with rubber grommet) into the bottom of the control box.

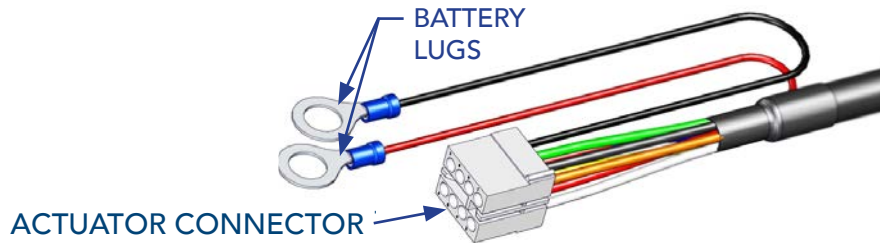
**NOTE:** Ensure the cable(s) reaches into the control box sufficiently to reach the MOTOR inputs on the control board.

## SECTION 5: ACTUATOR TO CONTROL BOARD CONNECTIONS

### 7

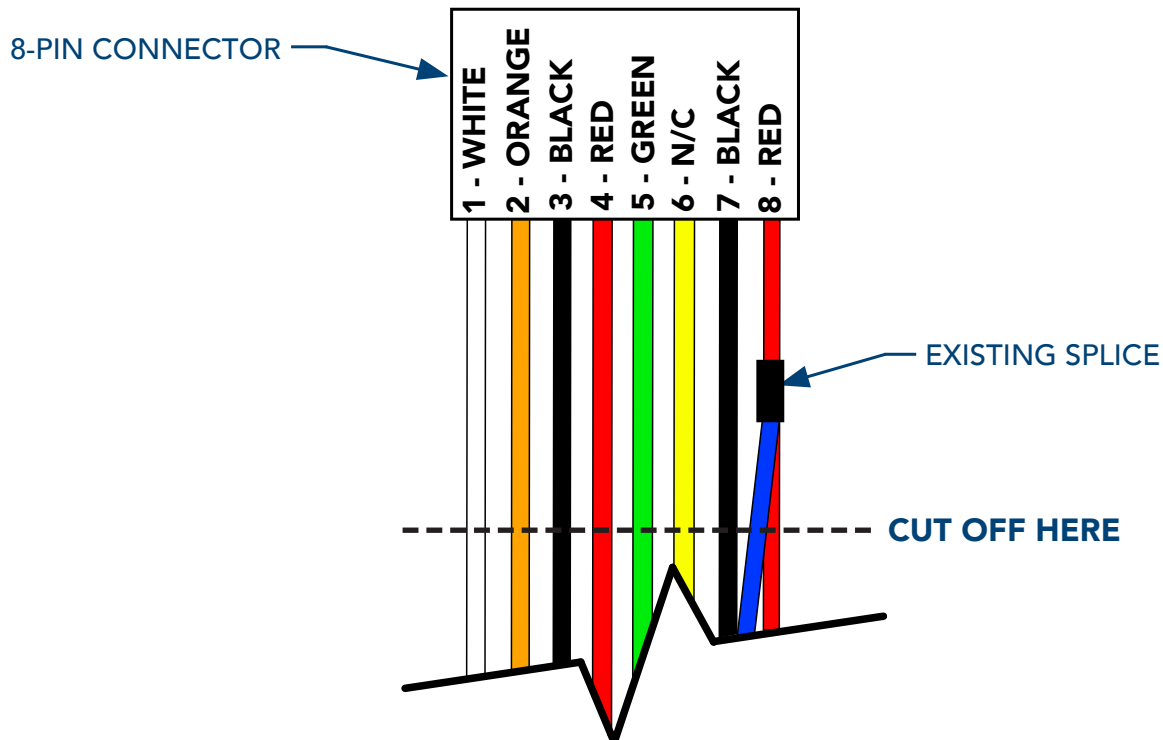
#### REMOVE CONNECTOR FOR WIRING TO 936/1050

When wiring the 816 actuator to the 936 or 1050 control boards, it is necessary to cut off the existing actuator connector and battery wires (IMAGE 7-1).



**IMAGE 7-1:** 816 EXISTING CONNECTOR & BATTERY LEADS ON 816 ACTUATOR CABLE

1. Cut off the connector per IMAGE 7-2.



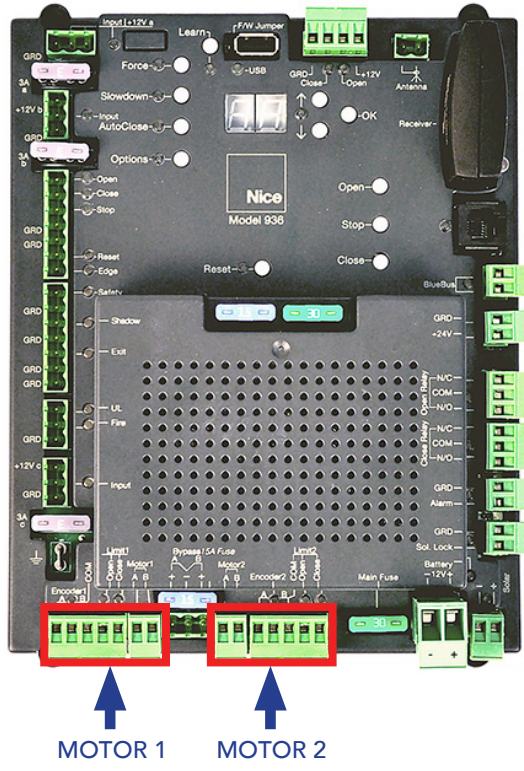
**IMAGE 7-2:** CUT OFF EXISTING CONNECTOR & BATTERY LEADS FOR WIRING TO 936/1050 CONTROL BOARDS

2. Discard the connector and the red and black battery wires (with lugs).

### 5.1 WIRING ACTUATOR TO 936 CONTROL BOARD

## 8

# 936 CONTROL BOARD WIRING: PULL-TO-OPEN

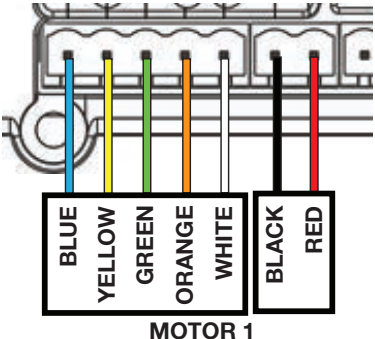


**NOTE:**  
 If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.  
 In dual gate systems, the longer actuator cable is usually conneted to MOTOR 2.

**IMAGE 8-1: 936 MOTOR CONNECTOR LOCATIONS**

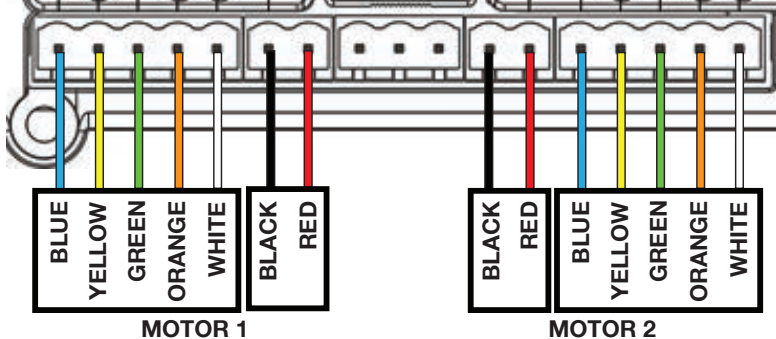
1. Locate MOTOR 1 and MOTOR 2 connectors on 936 board per IMAGE 8-1.
1. If single gate, wire MOTOR 1 connector per IMAGE 8-2 (PULL-TO-OPEN).
2. If dual gate, wire MOTOR 1 & 2 connectors per IMAGE 8-3 (PULL-TO-OPEN)..

**PULL-TO-OPEN (SINGLE GATE)**



**IMAGE 8-2: PULL-TO-OPEN - SINGLE**

**PULL-TO-OPEN (DUAL GATE)**



**IMAGE 8-3: PULL-TO-OPEN - DUAL**

9

936 CONTROL BOARD WIRING: PUSH-TO-OPEN

1. Locate MOTOR 1 and MOTOR 2 connectors on 936 board per IMAGE 8-1.
1. Wire MOTOR 1 connector per IMAGE 9-1 (PUSH-TO-OPEN).
2. If dual gate, wire MOTOR 1 & 2 connectors per IMAGE 9-2 (PUSH-TO-OPEN)..

PUSH-TO-OPEN (SINGLE GATE)

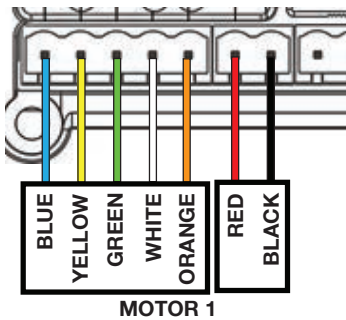


IMAGE 9-1: PUSH-TO-OPEN - SINGLE

PUSH-TO-OPEN (DUAL GATE)

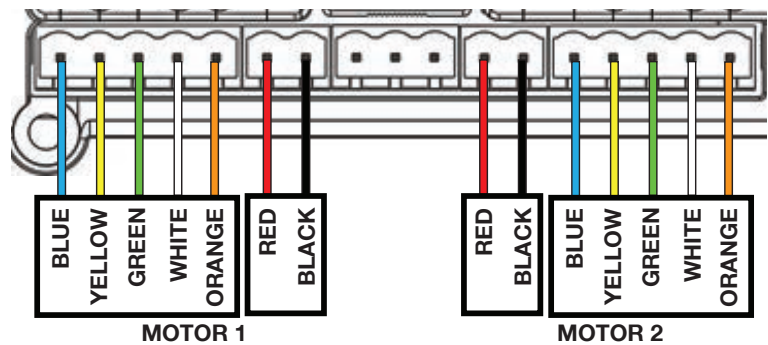


IMAGE 9-2: PUSH-TO-OPEN - DUAL

**NOTE:**

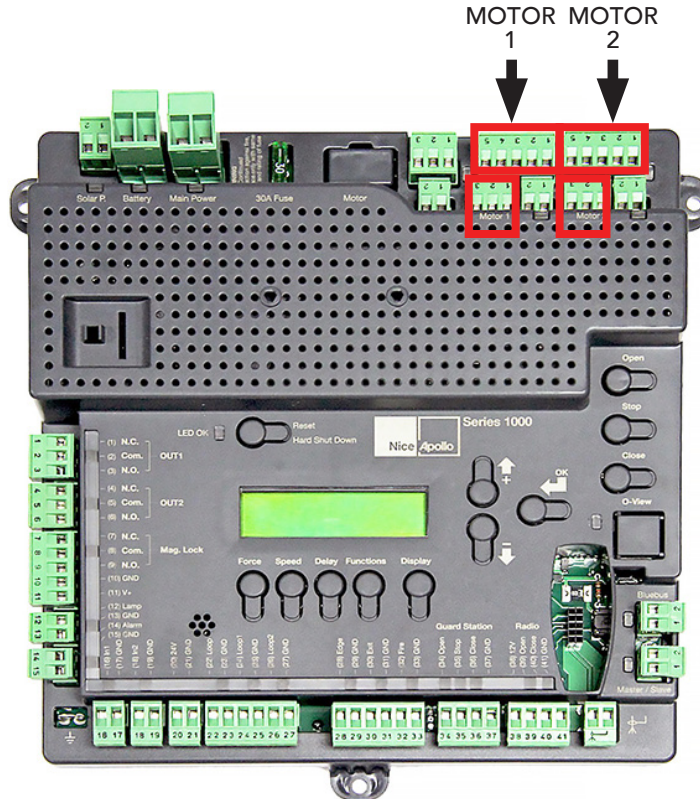
If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.

In dual gate systems, the longer actuator cable is usually conneted to MOTOR 2.



5.2 WIRING ACTUATOR TO 1050 CONTROL BOARD

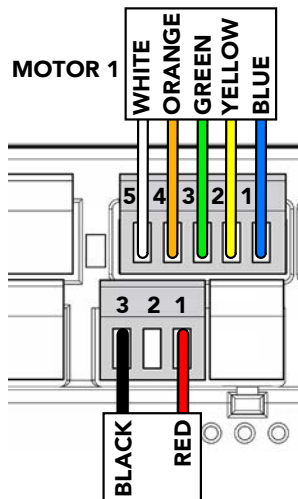
**10** 1050 CONTROL BOARD WIRING: PULL-TO-OPEN



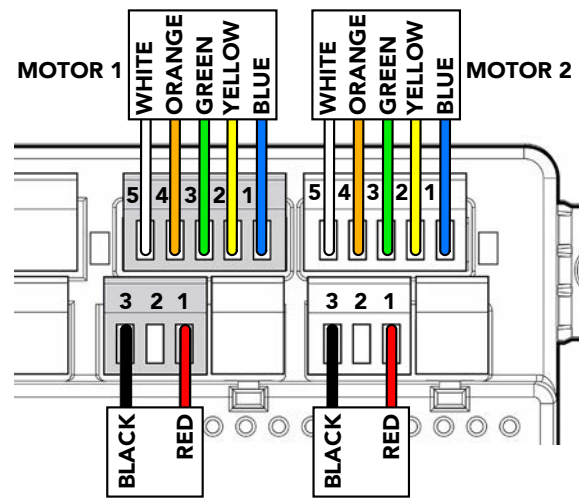
**NOTE:**  
 If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.  
 In dual gate systems, the longer actuator cable is usually conneted to MOTOR 2.

**IMAGE 10-1: 1050 MOTOR CONNECTOR LOCATIONS**

1. Locate MOTOR 1 and MOTOR 2 connectors on 1050 board per IMAGE 10-1.
1. If single gate, wire MOTOR 1 connector per IMAGE 10-2 (PULL-TO-OPEN).
2. If dual gate, wire MOTOR 1 & 2 connectors per IMAGE 10-3 (PULL-TO-OPEN)..



**IMAGE 10-2: PULL-TO-OPEN - SINGLE**



**IMAGE 10-3: PULL-TO-OPEN - DUAL**



# 11

## 1050 CONTROL BOARD WIRING: PUSH-TO-OPEN

1. Locate MOTOR 1 and MOTOR 2 connectors on 1050 board per IMAGE 10-1.
1. If single gate, wire MOTOR 1 connector per IMAGE 11-1 (PUSH-TO-OPEN).
2. If dual gate, wire MOTOR 1 & 2 connectors per IMAGE 11-2 (PUSH-TO-OPEN)..

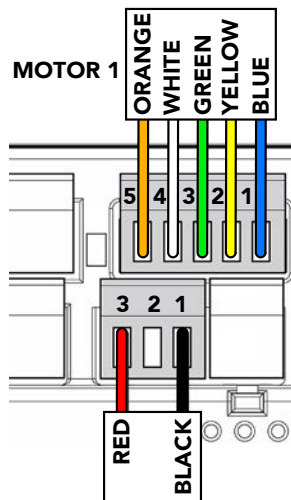


IMAGE 11-1: PUSH-TO-OPEN - SINGLE

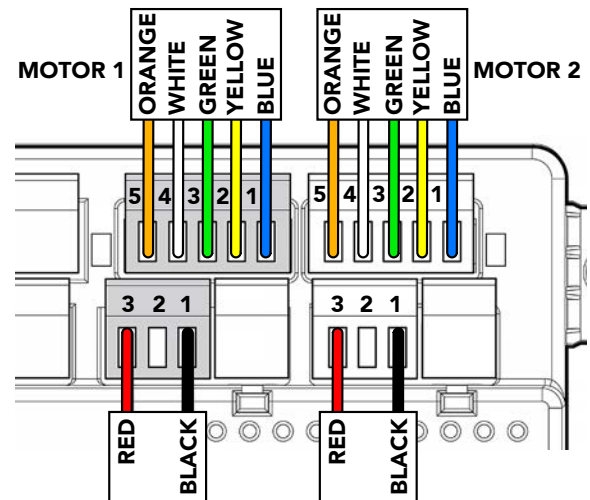


IMAGE 11-2: PUSH-TO-OPEN - DUAL

**NOTE:**

If gate open/close limit indicators on the control board behave the opposite from what is expected, reverse the limit lead wiring (orange & wires wires) for that motor.

## 5.3 SETTING OPEN/CLOSE LIMITS

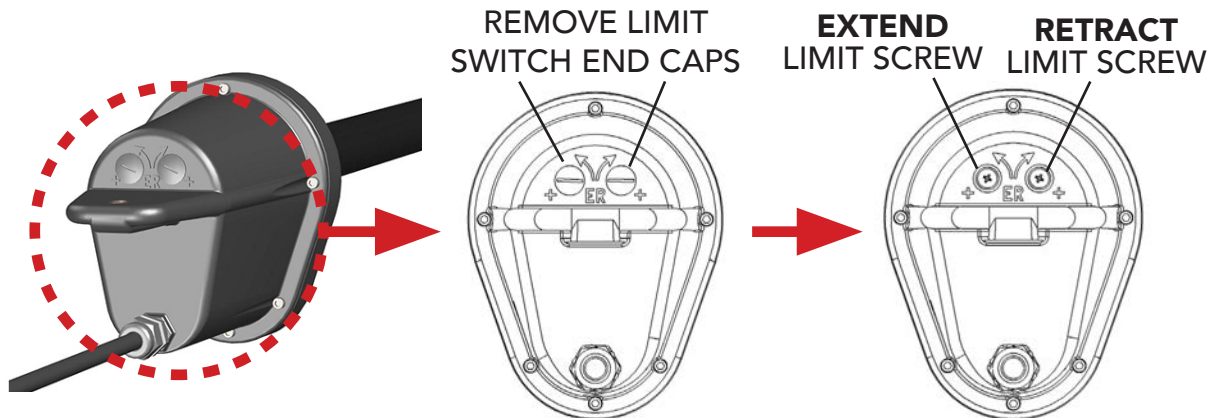
The 816 actuator features two limit screws for adjustment of the actuator open and close limits, and these function as described as follows in INSTRUCTIONS 12 and 13.

### 12 SETTING MOTOR 1 OPEN/CLOSE LIMITS

After connection of actuator and battery leads to the control board, the gate should now open or close when the appropriate button(s) on the control box or control board are pressed.

**NOTE:** For dual gate installations, leave the MOTOR 2 actuator disconnected until after the MOTOR 1 actuator has been limit adjusted. See INSTRUCTION 13 for MOTOR 2 adjustment instructions.

1. Remove the cap(s) from the limit screws on the actuator (IMAGE 12-1).



**IMAGE 12-1:** 816 ACTUATOR LIMIT SWITCH LOCATIONS

2. Using the appropriate button on the control board, cycle the gate(s) to the open and close position. If close and open limits are not acceptable, adjust the limit switch in the 816 actuator as follows:
  - Extended actuator: EXTEND more - Turn the EXTEND limit screw counterclockwise
  - Extended actuator: EXTEND less - Turn the EXTEND limit screw clockwise
  - Retracted actuator: RETRACT more - Turn the RETRACT limit screw clockwise
  - Retracted actuator: RETRACT less - Turn the RETRACT limit screw counterclockwise

**NOTE:** Do not extend extension tube too far out or risk unscrewing tube from main drive screw. Maximum tube length is 66 inches (167.64 Centimeters).

3. If adjusting a dual gate system, proceed to INSTRUCTION 13.

**NOTE:**

If gate open/close limit indicators on the control board behave the opposite from what is expected, reverse the limit lead wiring (orange & wires wires) for that motor.

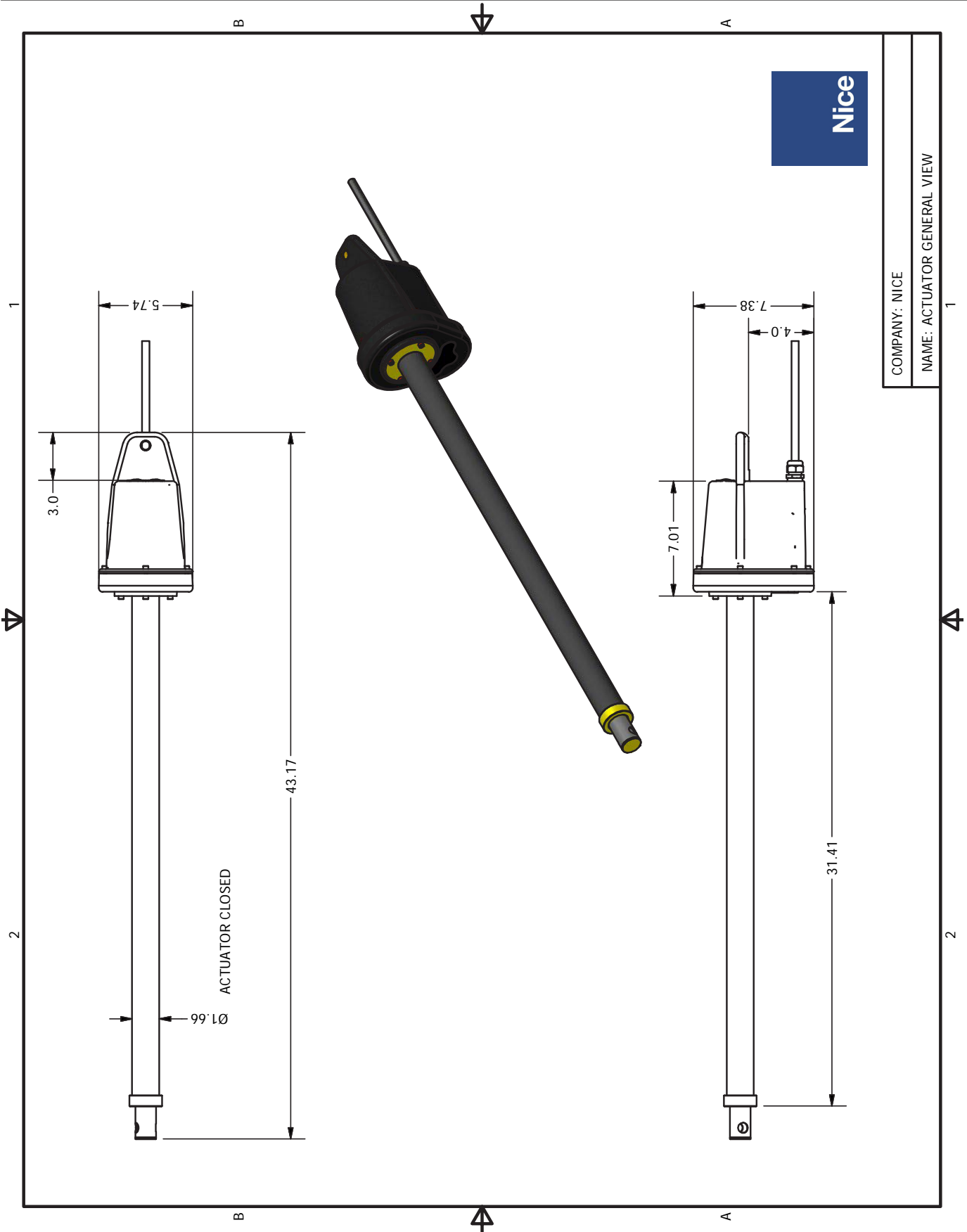
After following instructions in INSTRUCTION 12 for adjusting limits of the MOTOR 1 actuator, follow the steps below to set limits for the MOTOR 2 actuator.

## 13 SETTING MOTOR 2 OPEN/CLOSE LIMITS

1. After setting limits of primary actuator (INSTRUCTION 12), disconnect it from the MOTOR 1 connector and plug the secondary actuator harness into the MOTOR 1 connector.
2. Using the appropriate button(s) on the control board, cycle the gate(s) to the open and close position. If close and open limits are not acceptable, adjust the limit switch in the 816 actuator as follows:
  - Extended actuator: EXTEND more - Turn the EXTEND limit screw counterclockwise
  - Extended actuator: EXTEND less - Turn the EXTEND limit screw clockwise
  - Retracted actuator: RETRACT more - Turn the RETRACT limit screw clockwise
  - Retracted actuator: RETRACT less - Turn the RETRACT limit screw counterclockwise
3. Once both actuator limits are set, plug the primary actuator into the MOTOR 1 connector, and plug the secondary actuator into the MOTOR 2 connector on the control board.

**NOTE:** Refer to the appropriate control box installation manual for programming and accessory wiring connections.

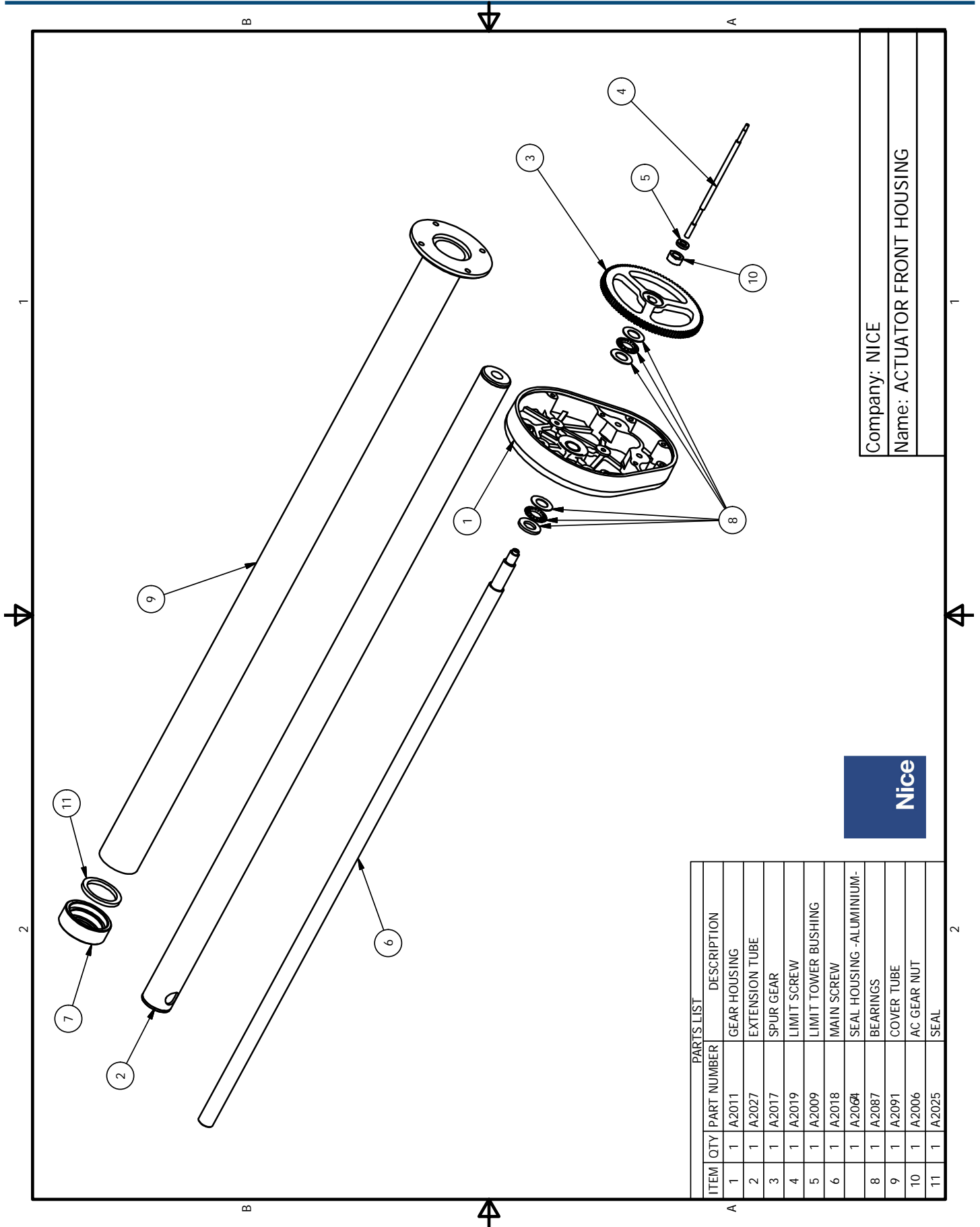
**SECTION 6: PART DRAWINGS**



COMPANY: NICE
NAME: ACTUATOR GENERAL VIEW

# 816 LA Actuator

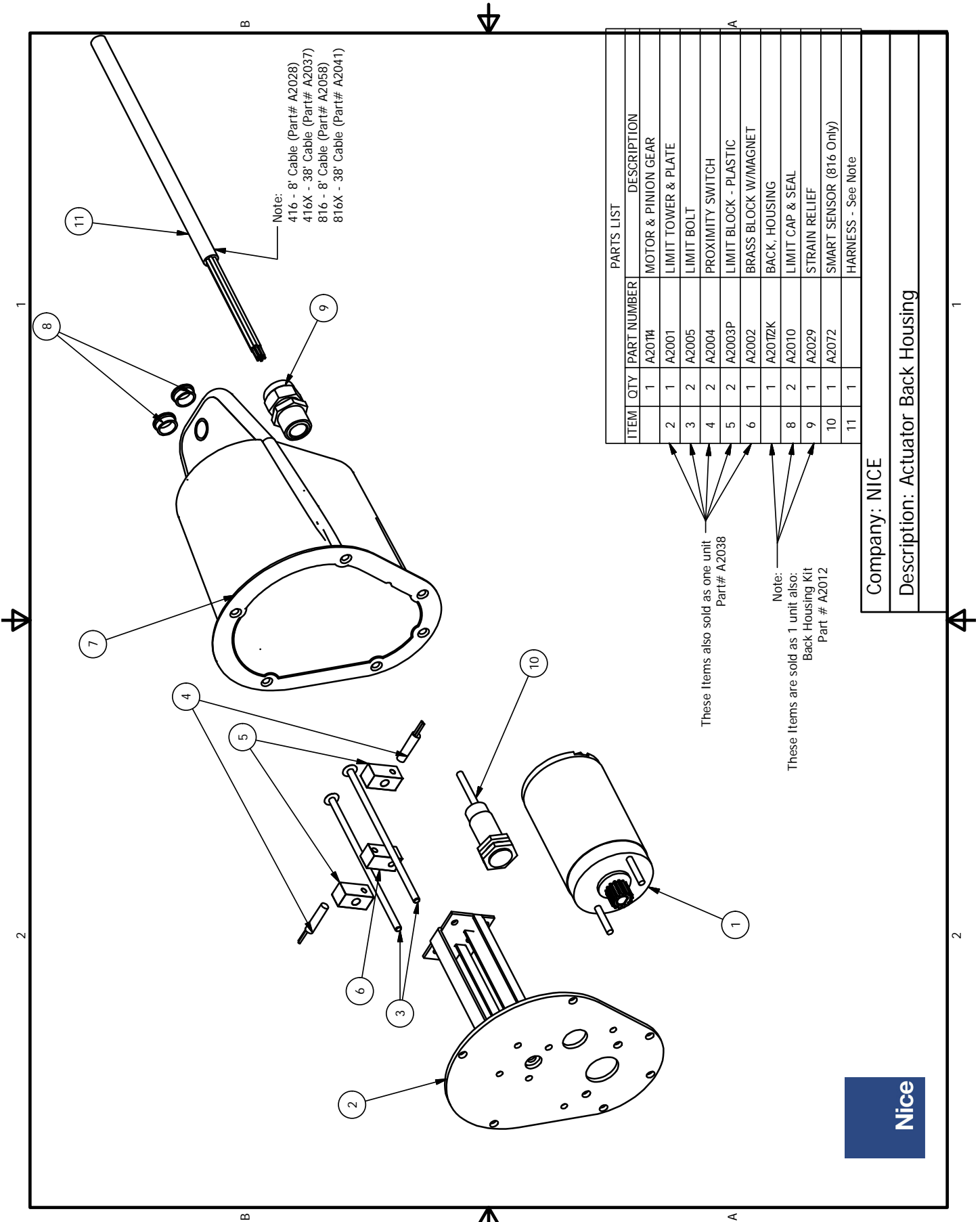
## INSTALLATION REFERENCE MANUAL



Company: NICE  
Name: ACTUATOR FRONT HOUSING



PART'S LIST		
ITEM	QTY	DESCRIPTION
1	1	GEAR HOUSING
2	1	EXTENSION TUBE
3	1	SPUR GEAR
4	1	LIMIT SCREW
5	1	LIMIT TOWER BUSHING
6	1	MAIN SCREW
7	1	SEAL HOUSING - ALUMINIUM-
8	1	BEARINGS
9	1	COVER TUBE
10	1	AC GEAR NUT
11	1	SEAL



## SECTION 7: WARRANTY

### LIMITED WARRANTY—NICE-BRANDED PRODUCTS

#### 1. Warranty.

Hy-Security Gate, Inc. (“HySecurity”) warrants that at the time of sale, each Nice-branded gate operator product that it sells will, in all material respects, conform to the then applicable specification for the product and will be free from defects in material and manufacture.

The following additional durational warranties apply to products purchased through a distributor authorized by HySecurity to sell Nice products (“Authorized Distributor”), depending on whether (1) the product is purchased through an Authorized Distributor and (2) whether a timely and complete product registration is submitted to HySecurity.

*It is therefore important that you register your product with HySecurity, online at [www.hysecurity.com/warranty](http://www.hysecurity.com/warranty), within the 60-day period described below.*

#### 1(a) Nice-branded Products Purchased Through Authorized Distributors and Properly Registered

For any gate operator product that is purchased from an Authorized Distributor (this excludes product purchased through internet resellers or any distributor not authorized by HySecurity to sell Nice products), if the product registration is completed by the Dealer/Installer or End User within 60 days of the date of purchase, the following warranty terms will apply. HySecurity warrants that the product will remain serviceable for the following periods:

- Electromechanical pad-mounted Slide and Swing operators: Two Years after the date of installation,
- Electromechanical linear actuator Swing operators: Two Years after the date of installation,
- Electromechanical barrier arm operators: Two years after the date of installation,
- Nice-branded accessories: Two years after the date of installation, *provided that* the Two Year warranty period in (a), (b), or (c) will not extend beyond four years from the date that the product was shipped from HySecurity.

The preceding warranty durations do not apply to the products or components described below (e-f), which have a shorter warranty period:

- Batteries: One Year from date of shipment from HySecurity.
- Components subject to normal wear including, but not limited to, chains, belts, idler wheels, sprockets and fuses: One Year from date of installation.

#### 1(b) Nice Products Not Purchased Through an Authorized Distributor or Not Properly Registered within 60 Days

For any product that is not purchased from an Authorized Distributor or for which the product registration was not completed by the Dealer/Installer/End User within sixty (60) days of the date of purchase, the following **One-Year Limited Warranty** will apply: HySecurity warrants that the product will remain serviceable for One Year from the date that the product was shipped from HySecurity.

#### 1(c) Replacement Parts

HySecurity warrants that replacement parts (whether new or reconditioned) will remain serviceable for One Year from the date that the part was shipped from HySecurity or the remaining period of the Gate Operator warranty, whichever is longer.

#### 1(d) Limitations and Exclusions Applicable to Each of the Preceding Warranties.

The preceding warranties shall not apply to equipment that has been (1) installed, maintained, or used improperly or contrary to instructions; (2) subjected to negligence, accident, vandalism, or damaged by severe weather, wind, flood, fire, terrorism or war; or (3) damaged through improper operation, maintenance, storage or abnormal or extraordinary use or abuse. Any modification made to products will void the warranty unless the modifications are approved in writing by HySecurity in advance of the change (this exclusion does not apply to normal installation of approved accessories and/or protective devices or sensors). It is the responsibility of the Distributor, Dealer/Installer, or End User to ensure that the software version in the product is maintained to the latest revision level.

The preceding warranties do not extend to accessories when those items carry the name plate of a manufacturer other than HySecurity or Nice and they are not a part of the base model. HySecurity disclaims all warranties for such accessory components, which carry only the original warranty, if any, of their original manufacturer. HySecurity hereby assigns its rights under such manufacturer warranties—to the extent that such rights are assignable—to Buyer.

These warranties extend to HySecurity’s Distributors, to the Dealer/Installer, and to the first End User of the product following installation. They do not extend to subsequent purchasers.

#### 2. Limitation of Certain Implied Warranties and Exclusion of Other Warranties.

The warranties contained in Section 1 are the exclusive express warranties given by HySecurity and supersede any previous, contrary or additional representations, whether oral or written. Any prior or extrinsic representations or agreements are discharged or nullified. ANY IMPLIED WARRANTIES, INCLUDING ANY **WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**, ARE LIMITED IN DURATION TO PERIOD OF THE APPLICABLE EXPRESS WARRANTY FOR THE PRODUCT OR COMPONENT. HYSECURITY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES—INCLUDING ANY LIABILITY FOR INFRINGEMENT, AND ANY WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### 3. Buyer’s Exclusive Remedies for Any Nonconformity.

If a Nice product fails to conform to the warranties in Section 1, Buyer must notify and order replacement parts from the Distributor through which the product was purchased within a reasonable time and in no event more than thirty (30) days after the discovery of the nonconformity. HySecurity will investigate and, in the event of a breach, will provide, within a reasonable period of time, one of the following: (1) repair or replacement of any nonconforming products or components or (2) refund of the price upon return of the nonconforming items. HySecurity reserves the right to supply used or reconditioned material for all warranty claims. HySecurity will not be considered to be in breach of or default under this Warranty because of any failure to perform due to conditions beyond its reasonable control, including any force majeure. This warranty does not cover any incidental expenses, including fines or penalties, temporary security, labor, shipping, travel time or standby time that are incurred for inspection or replacement of any nonconforming items. As a condition of warranty coverage, warranty claims must be submitted in accordance with the procedures described on the HySecurity form, “RMA Procedures.”

THE REMEDY SELECTED BY HYSECURITY IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE **EXCLUSIVE AND SOLE REMEDY OF BUYER FOR ANY BREACH OF WARRANTY.**

#### 4. Exclusion of Consequential and Incidental Damages.

HYSECURITY AND NICE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM HYSECURITY’S OR NICE’S OWN NEGLIGENCE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability. This exclusion does not apply to claims for bodily injury or death.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

#### 5. Severability.

If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect.

#### 6. Proprietary Rights.

HySecurity and Nice retain and reserve all right, title, and interest in the intellectual property rights of their products, including any accompanying proprietary software. No ownership of any intellectual property rights in the products or accompanying software is transferred to Distributor, Dealer/Installer, or End User.

#### 7. Applicable Law.

This warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.