

816 LA

Apollo 1500 / 1550 / 1551



Linear actuator

EN - Installation and reference manual

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

Nice

TABLE OF CONTENTS

SECTION 1: APOLLO 816 ACTUATOR OVERVIEW.....	3
SECTION 2: INSTALLATION SAFETY.....	4
SECTION 3: TOOLS NEEDED FOR INSTALLATION.....	4
SECTION 4: 816 ACTUATOR MECHANICAL INSTALLATION....	5
SECTION 5: 816 TO CONTROL BOARD CONNECTIONS.....	13
5.1 816 to 936 CONTROLLER WIRING.....	14
5.2 816 to 1050 CONTROLLER WIRING.....	16
5.3 816 to Mercury 310 CONTROLLER WIRING.....	18
SECTION 6: SETTING 816 OPEN/CLOSE LIMITS.....	19
6.1 816 Limits: 936 or 1050.....	20
6.2 816 Limits: Mercury 310.....	22
SECTION 7: PART DRAWINGS.....	23
SECTION 8: WARRANTY.....	26

SECTION 1: APOLLO 816 ACTUATOR OVERVIEW

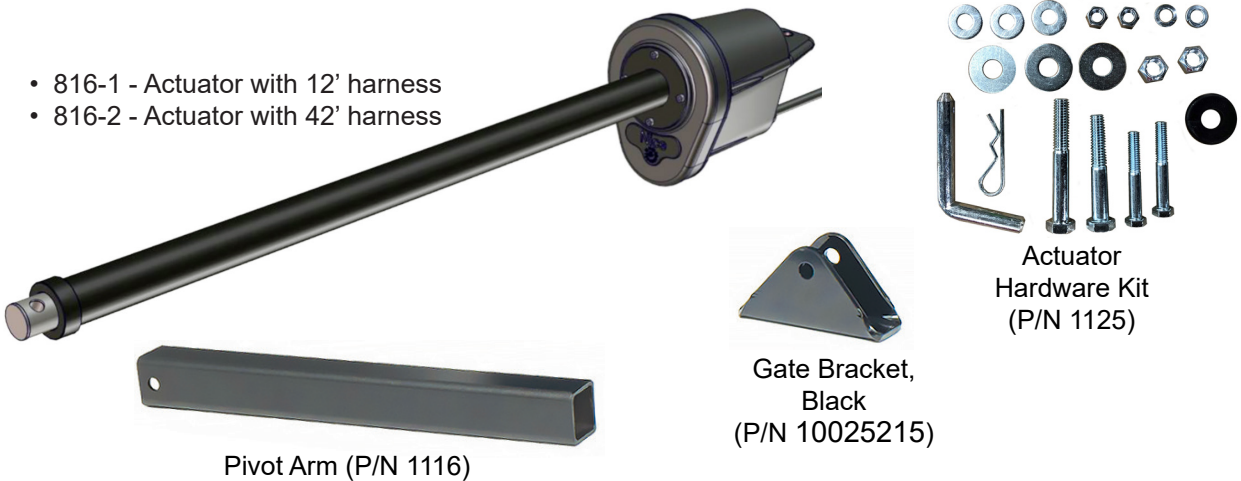
Congratulations on selecting a Nice Apollo 816 LA linear actuator for your gate opener system. With proper selection, system design, installation, and maintenance this actuator should provide years of reliable operation. This manual covers ONLY the installation of the Apollo 816 LA linear actuator.

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.

Apollo 816 La 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 s (Adjustable)
Temperature Rating	-4° To 122° F (-20° To 50° C)
Operating Voltage	12 VDC
Actuator Dimensions	42 inches Retracted - 66 inches Extended
User Controls	936,1050, or Mercury 310 Controllers
Listed To UI325	936, 1050, and Mercury 310 Controlers: Usage Class I, II,

Apollo 816 La 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



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 WHEN INSTALLING A SWING GATE SYSTEM! SEE EITHER OF THE FOLLOWING MANUALS FOR SAFETY INFORMATION:

- CBOX936 Control Box Installation and Program Manual (with 936 controller).
- CBOX1050 Control Box Installation and Program Manual (with 1050 controller).
- MB1050 Control Box Installation and Program Manual (with 1050 controller).
- ACBOX/SolarBOX Installation and Program Manual (with Mercury 310 controller)



CAUTION

- Disconnect power at the control panel before making any electric service power connections.
- Be aware of all moving parts and avoid proximity to any pinch points.

SECTION 3: TOOLS NEEDED

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

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

SECTION 4: 816 ACTUATOR INSTALLATION

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

1. Securely mount the pivot arm to the hinge post (Fig-1A).
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.

NOTICE

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 irreparable damage to the circuit board!

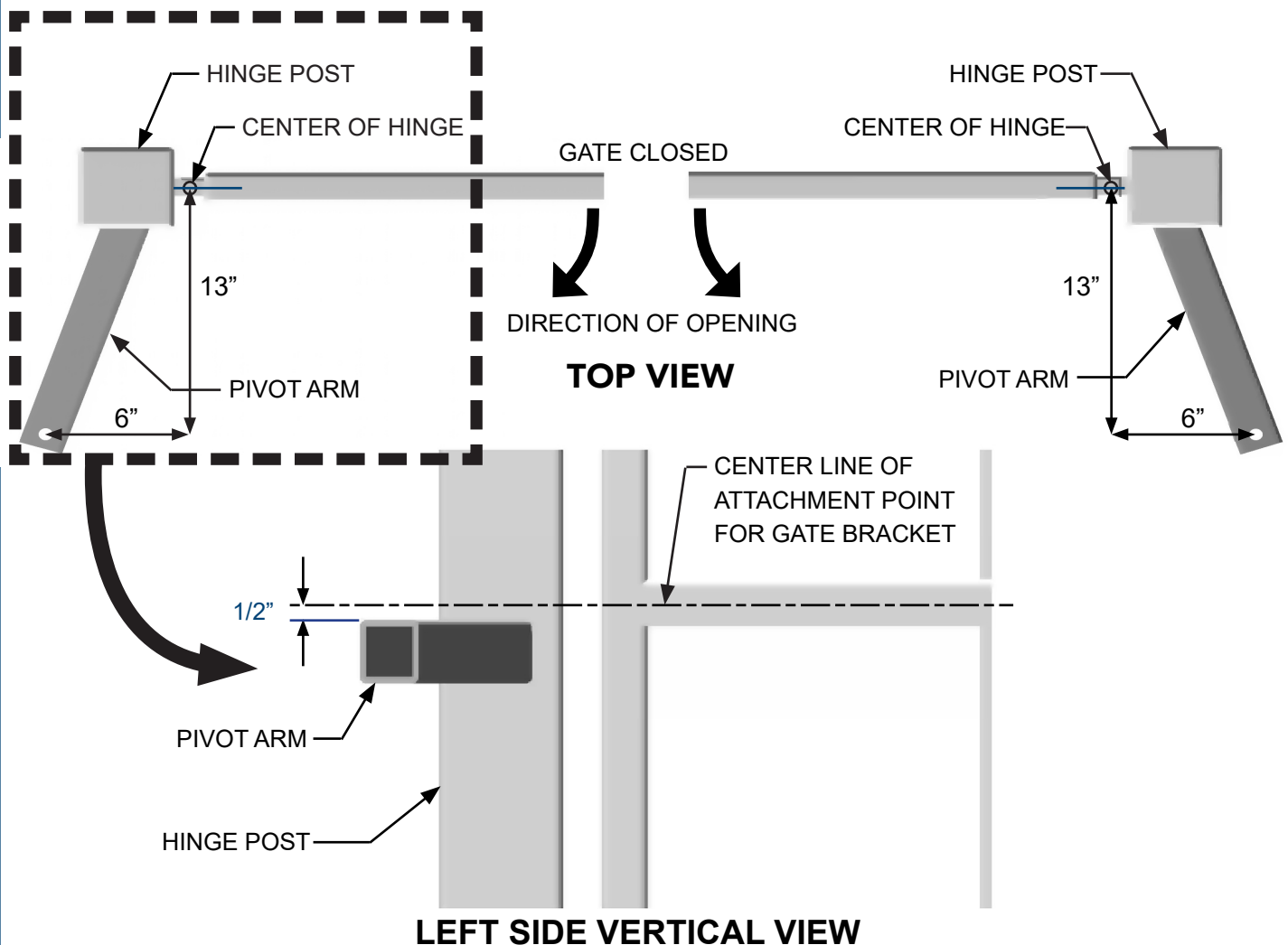


Fig-1A: "Pull-To-Open" Pivot Arm Installation

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

1. Securely mount the pivot arm to the hinge post (Fig-1B).
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.

NOTICE

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 irreparable damage to the circuit board!

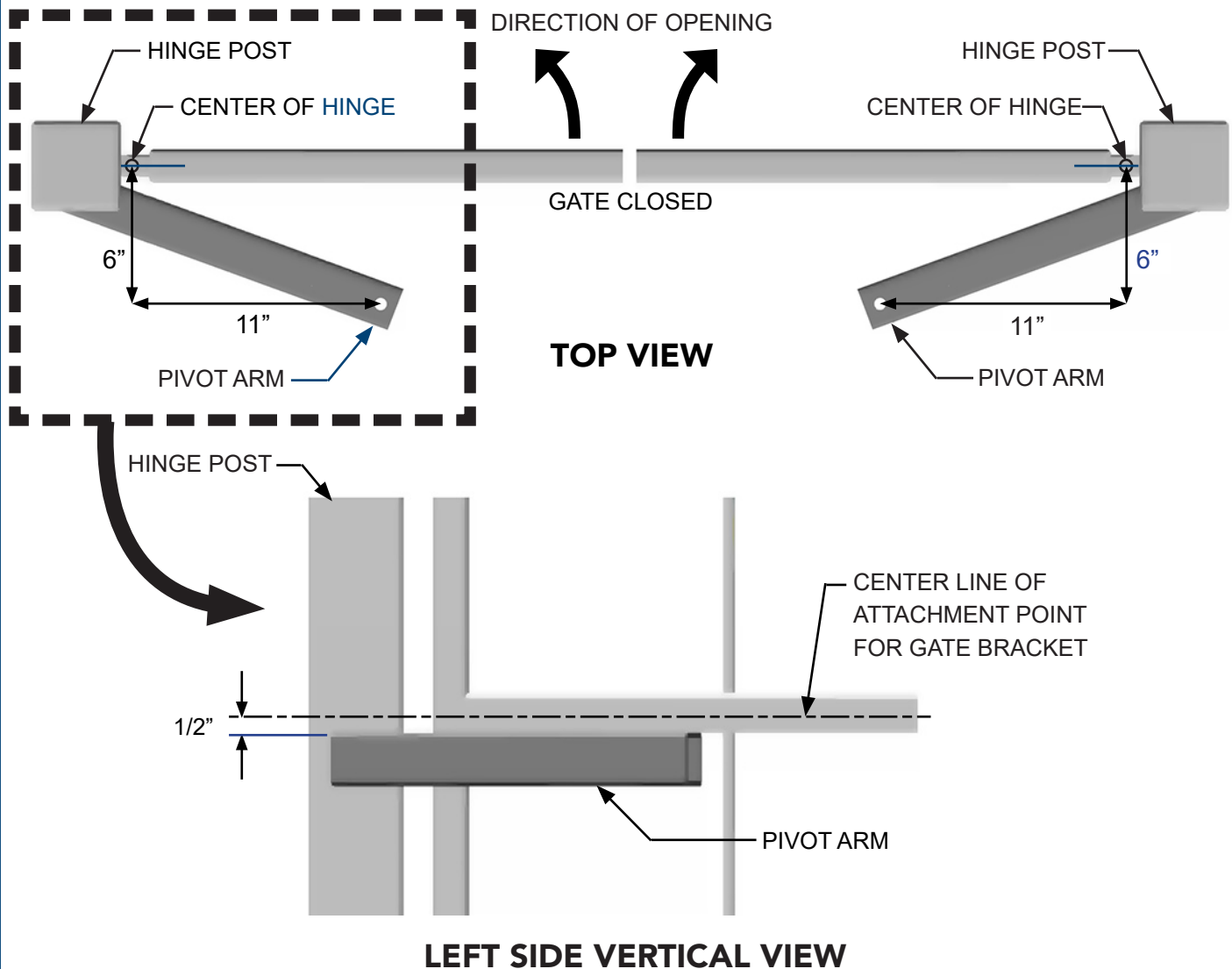


Fig-1B: "Push-To-Open" Pivot Arm Installation

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.

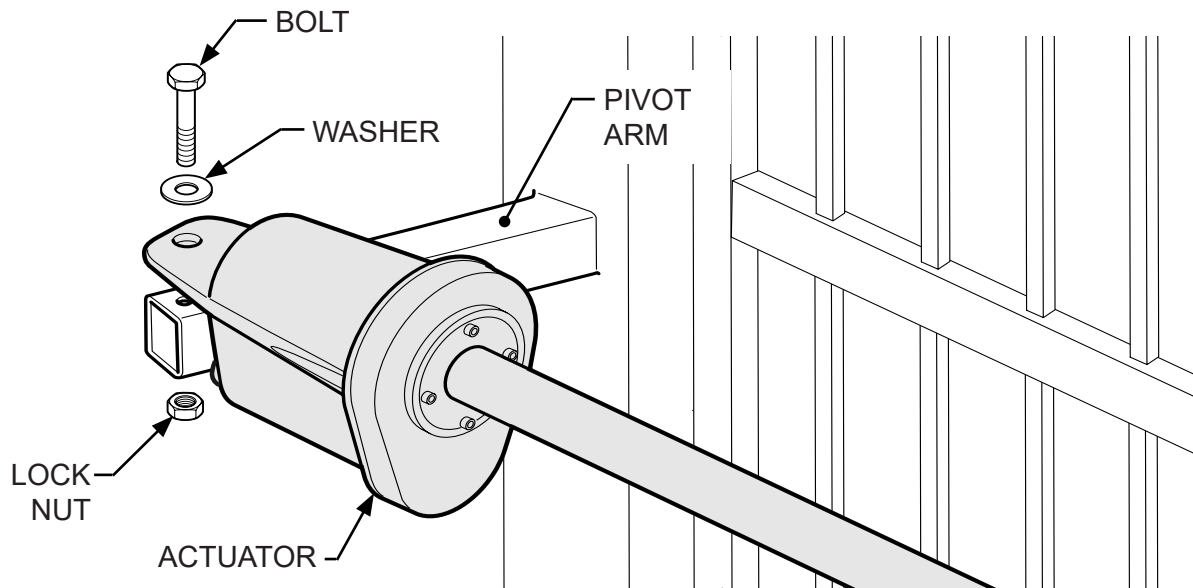


Fig-2: Actuator Installation

3

AFFIX GATE BRACKET TO ACTUATOR ARM

1. 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 (Fig-3A).
2. 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 (Fig-3B).

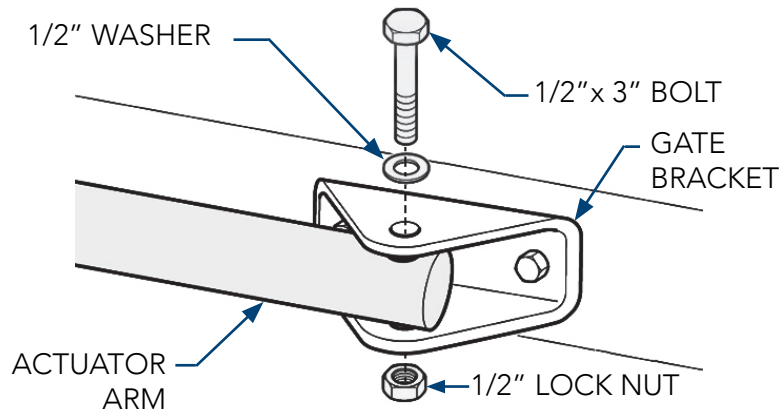


Fig-3A: Gate Bracket to Actuator Arm Using Bolt, Washer, & Nut

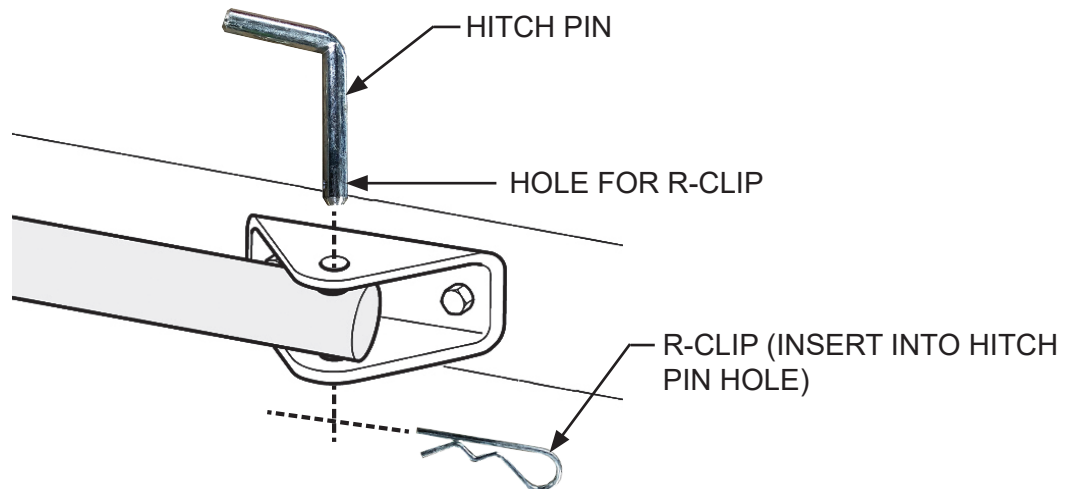


Fig-3B: Gate Bracket to Actuator Arm Using Hitch Pin and R-Clip

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

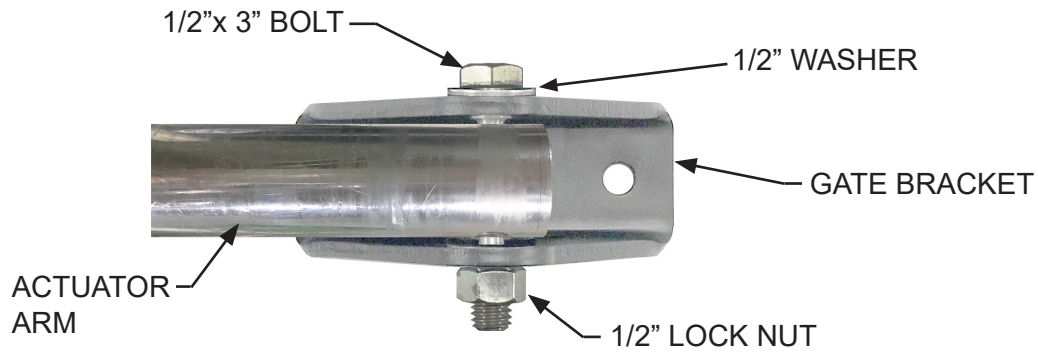


Fig-3C: Gate Bracket with Bolt, Washer, Nut

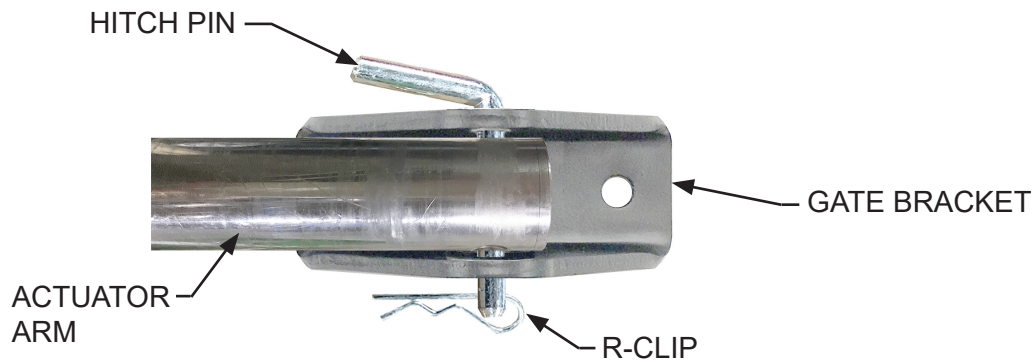


Fig-3D: Gate Bracket with Hitch Pin And R-Clip

4

POSITION GATE BRACKET ON GATE

1. Place gate in:
 - a) OPEN position for PULL-TO-OPEN configuration (Fig-4A).
 - b) CLOSED position for PUSH-TO-OPEN configurations (Fig-4B).
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.

NOTICE

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.

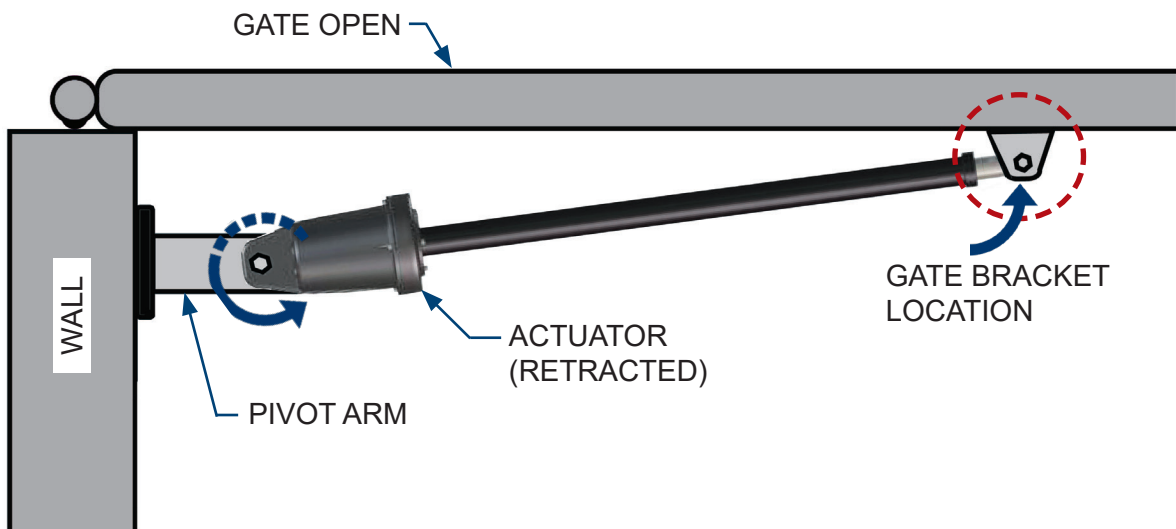


Fig-4A: Gate Bracket Location (Pull-To-Open)

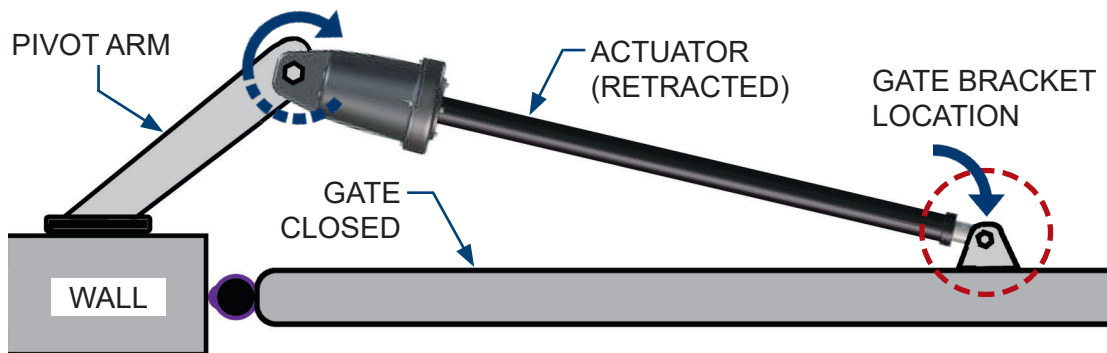


Fig-4B: Gate Bracket Location (Push-To-Open)

5

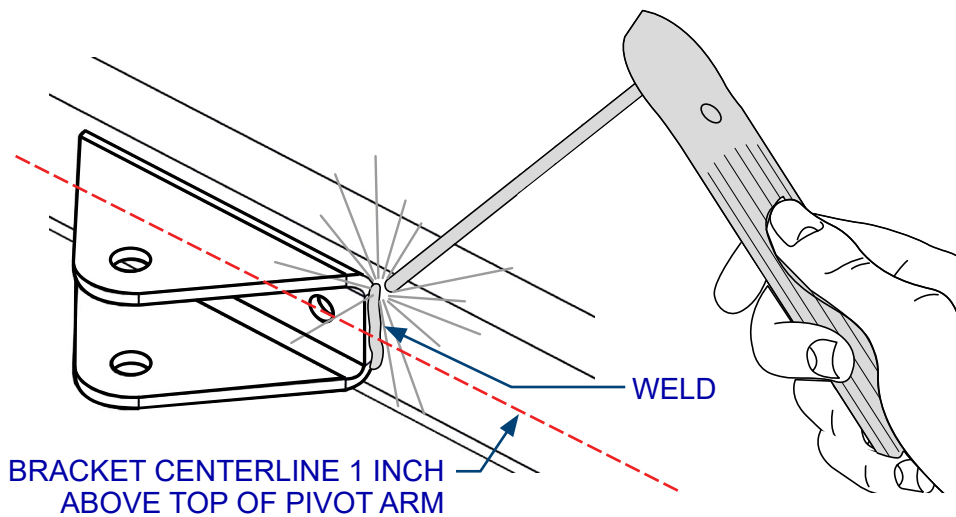
AFFIX GATE BRACKET TO GATE

1. Weld the gate bracket to the gate supporting structure (IMAGE 5-1) or use supplied 3/8" bolts and nuts from kit (IMAGE 5-2).



CAUTION

Never weld parts to the gate or posts when the control board is powered to avoid irreparable damage to the circuit board!



NOTICE

Attach gate bracket only to structural supports. If unsure of exact bracket location, tack weld or clamp until gate can be tested.

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 mounting holes and affix with two 3/8"x2.5" screws and 3/8" nuts included in the kit (IMAGE 5-2).

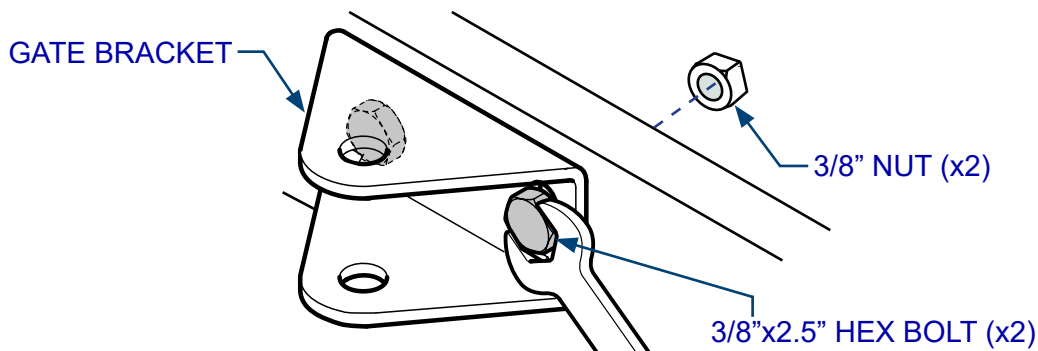


IMAGE 5-2: GATE BRACKET AND HARDWARE (BLACK BRACKET SHOWN)

IMPORTANT!

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

6

RUN ACTUATOR CABLE(S) TO CONTROL BOX

1. 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.
2. If a dual gate installation:
3. Dig a trench across the driveway deep enough to accommodate the longer harness cable from the actuator farthest from the control box.
4. Run the cable through an appropriate conduit and lay this in the trench.
5. Cover the trench and use asphalt patch if needed.

NOTICE

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

6. Run the 2nd cable into a hole (with rubber grommet) into the bottom of the control box.

SECTION 5: 816 - CONTROLLER WIRING

7 REMOVE CONNECTOR

NOTICE

The actuator cable comes with a connector and battery lugs (Fig-7A), which must be cut off before wiring to the controller.

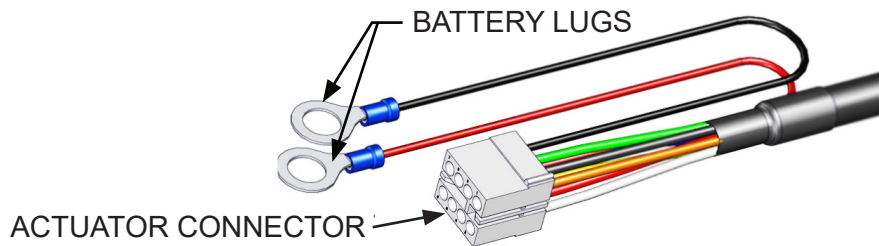


Fig-7A: 816 Existing Connector & Battery Leads

1. Cut off the connector per Fig-7B.
2. Discard the connector and the red and black battery wires (with lugs).

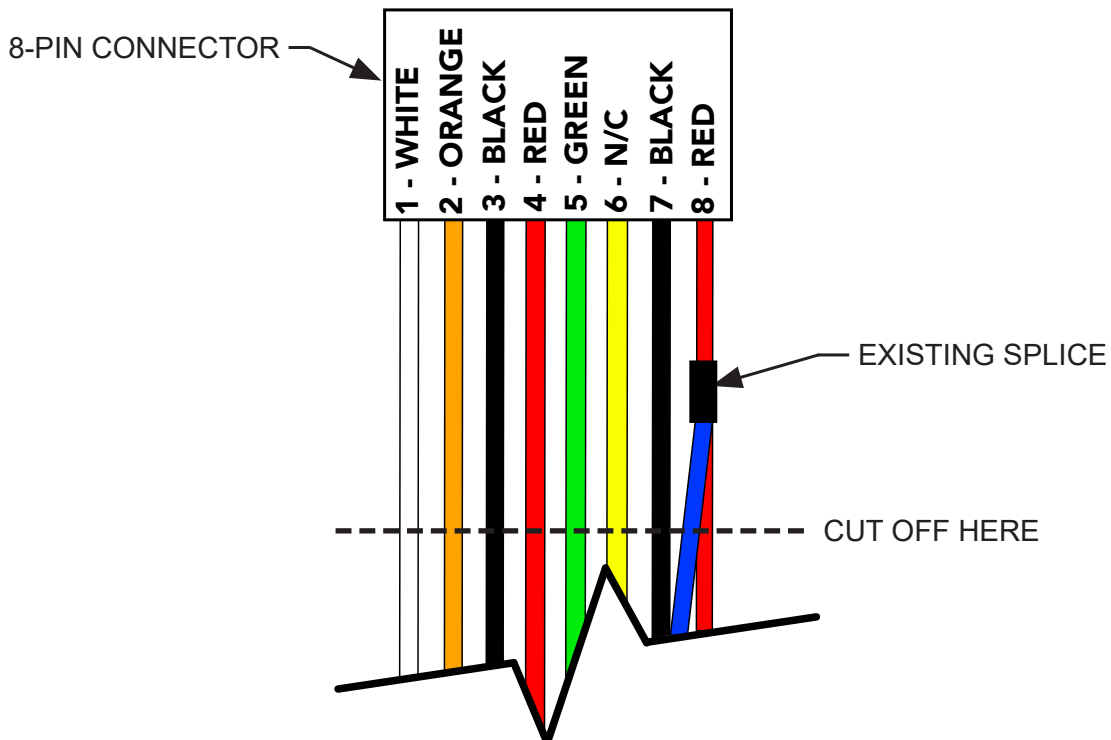
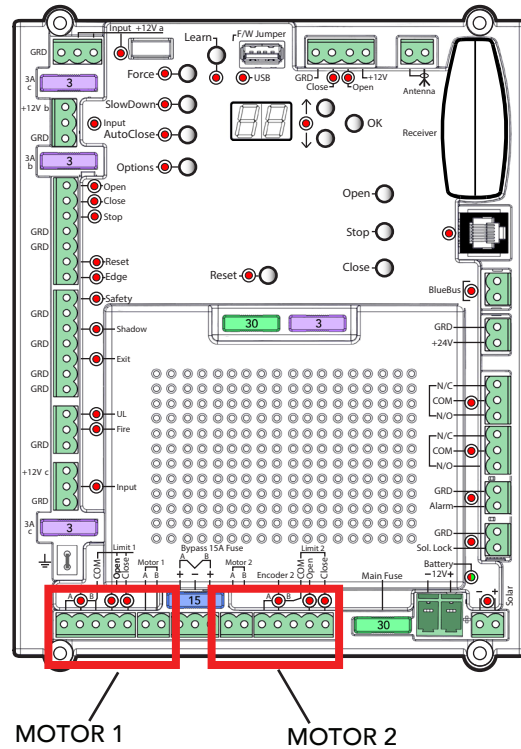


Fig-7B: Existing Connector & Battery Leads

5.1 936 WIRING



NOTICE

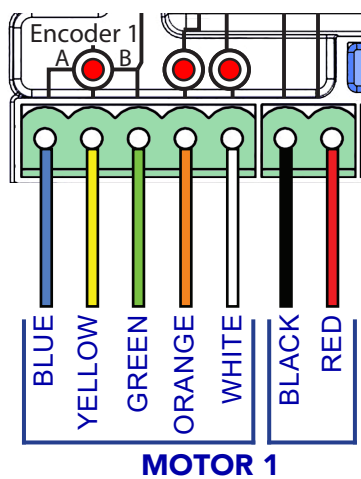
If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.

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

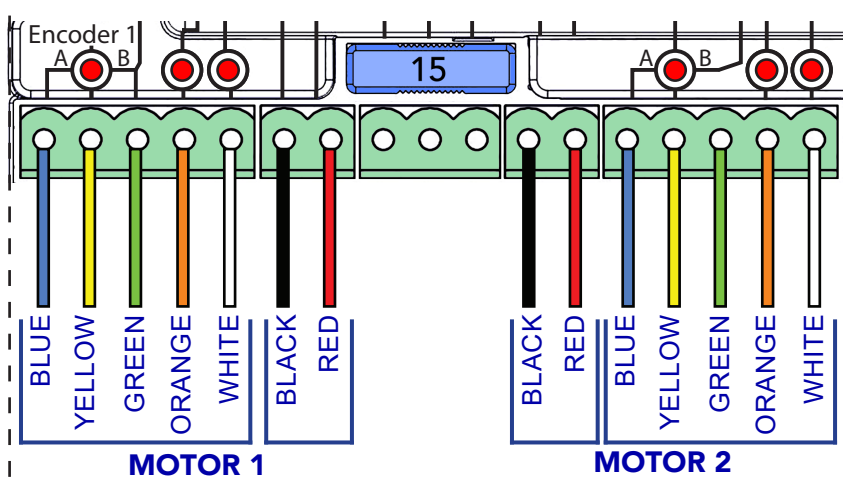
Fig-8: 936 MOTOR CONNECTOR LOCATIONS

8A 936 WIRING: PULL-TO-OPEN

1. Locate MOTOR 1 and MOTOR 2 connectors on 936 board per IMAGE 8.
2. If single gate, wire MOTOR 1 as shown.
3. If dual gate, wire MOTOR 1 and MOTOR 2 as shown.



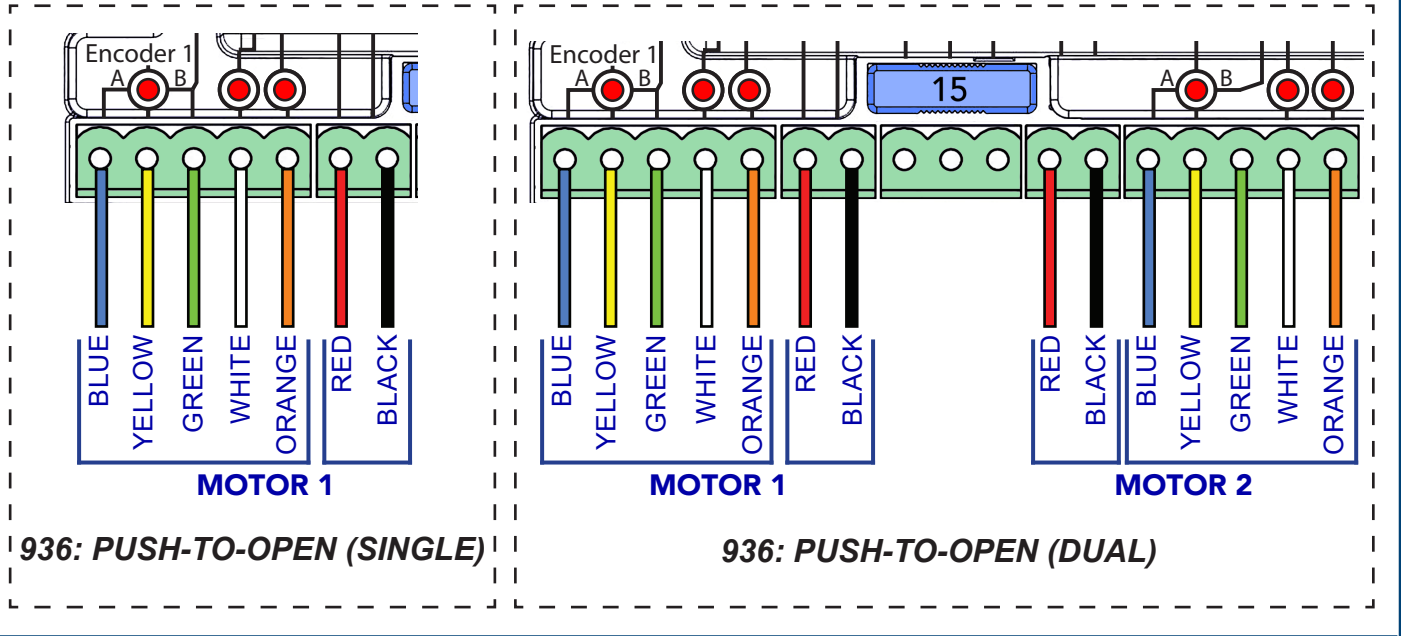
936: PULL-TO-OPEN (SINGLE)



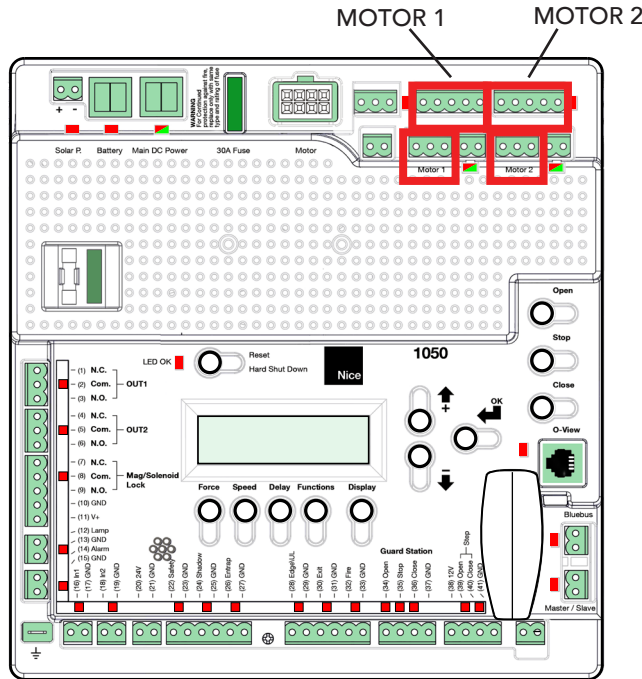
936: PULL-TO-OPEN (DUAL)

8B 936 WIRING: PUSH-TO-OPEN

1. Locate MOTOR 1 and MOTOR 2 connectors on 936 board per IMAGE 8.
2. If single gate, wire MOTOR 1 as shown.
3. If dual gate, wire MOTOR 1 and MOTOR 2 as shown.



5.2 1050 WIRING



NOTICE

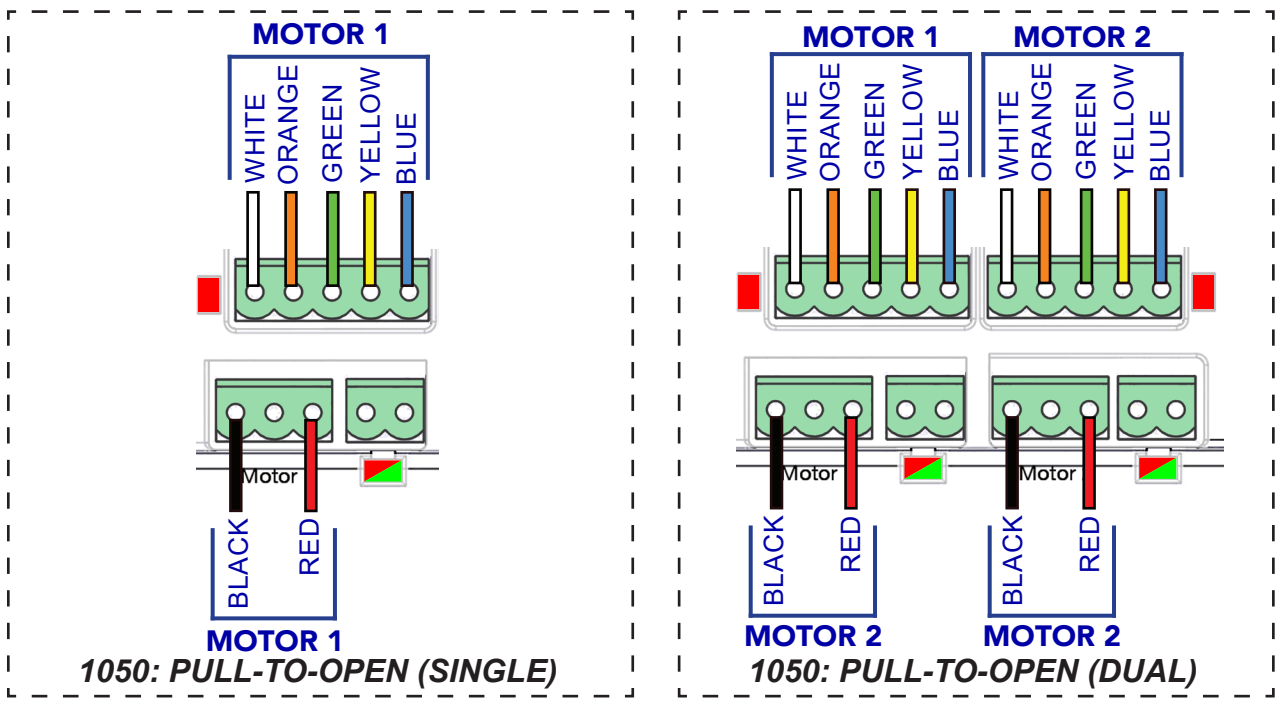
If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.

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

Fig-9: 1050 MOTOR CONNECTOR LOCATIONS

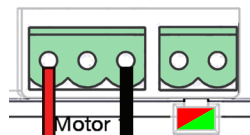
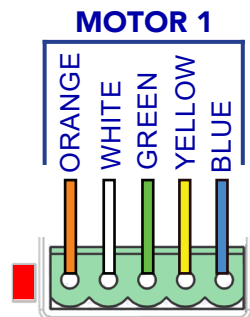
9A 1050 WIRING: PULL-TO-OPEN

1. Locate MOTOR 1 and MOTOR 2 connectors on 1050 board per IMAGE 9.
2. If single gate, wire MOTOR 1 as shown.
3. If dual gate, wire MOTOR 1 and MOTOR 2 as shown.



9B 1050 WIRING: PUSH-TO-OPEN

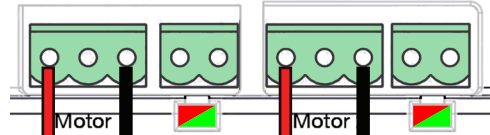
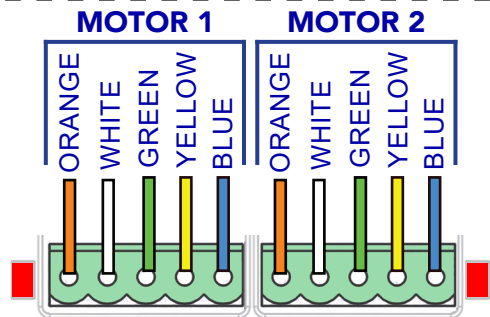
1. Locate MOTOR 1 and MOTOR 2 connectors on 1050 board per IMAGE 9.
2. If single gate, wire MOTOR 1 as shown.
3. If dual gate, wire MOTOR 1 and MOTOR 2 as shown.



RED
BLACK

MOTOR 1

1050: PUSH-TO-OPEN (SINGLE)



RED
BLACK

MOTOR 2

RED
BLACK

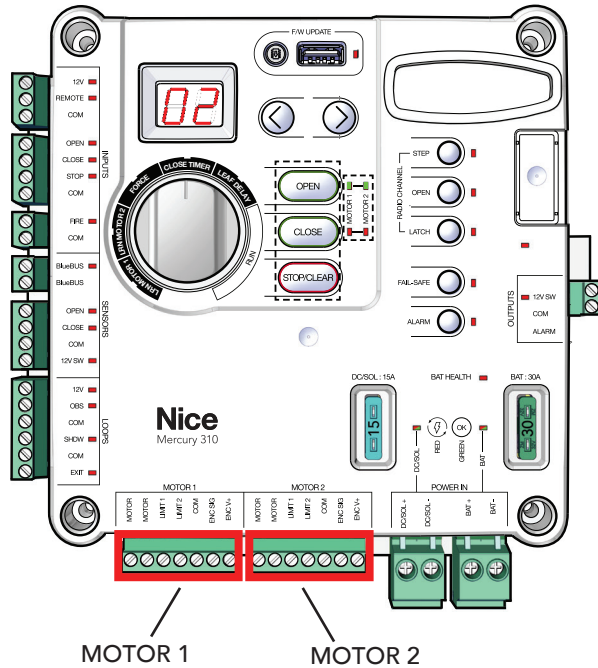
MOTOR 2

1050: PUSH-TO-OPEN (DUAL)

NOTICE

- 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 connected to MOTOR 2.

5.3 MERCURY 310 WIRING

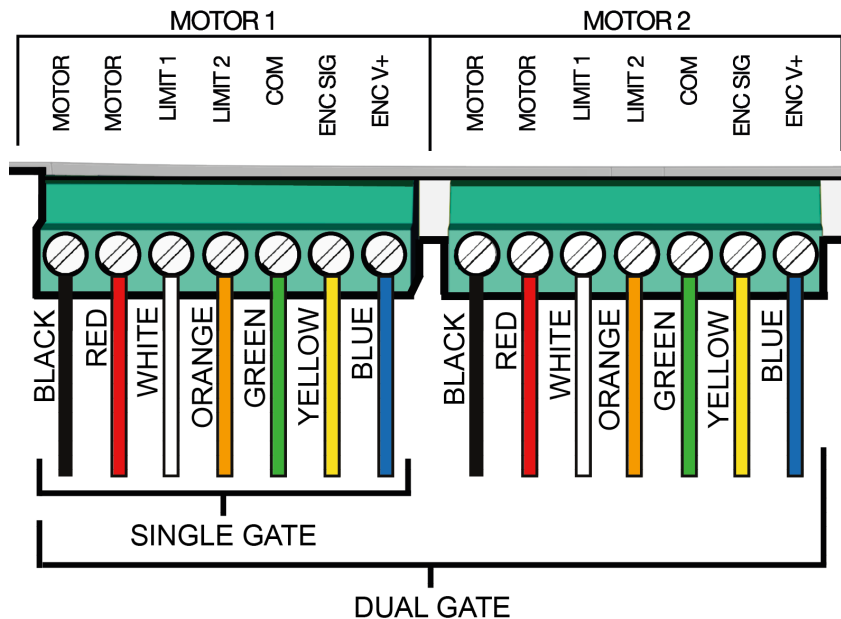


NOTICE
Mercury 310 motor wiring is the same for push-to-open and pull-to-open gate installations.

Fig-10: Apollo 816 Extend and Retract Limit Screws

10 MERCURY 310 WIRING

1. Locate MOTOR 1 and MOTOR 2 connectors on Mercury 310 board per diagram below.
2. If single gate, wire MOTOR 1 as shown.
3. If dual gate, wire MOTOR 1 and MOTOR 2 as shown.



SECTION 6: SETTING 816 OPEN/CLOSE LIMITS

IMPORTANT!

These instructions are **ONLY** for adjusting the location of limit sensors inside the Apollo 816 actuator. After setting these limits, see the “Learn Limits” procedure in the appropriate controller manual for instructions on how to enable the controller to “learn” these limits.

- There are two internal limit switches in the 816 actuator and must be set to match the desired gate limits by the installer.
- Two limit adjustment screws on the rear of the 816 actuator motor (see Fig-11A, below) are used to make these adjustments; one for the limit at the retracted position and the other for the extended position.
- To set the limits, follow instructions on the following pages for the controller being used (936/1050 or Mercury 310) and refer to Diagram 6-1 (page 22) during the procedure.

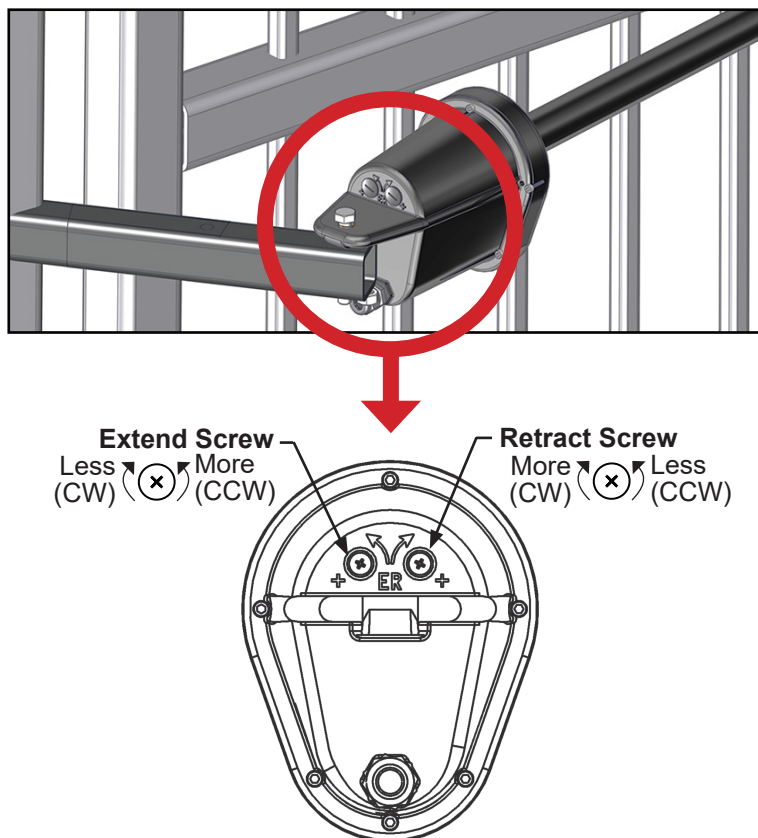


Fig-11: 816 Extend and Retract Limit Screws

CAUTION

- Ensure power is properly applied to the controller per the associated installation manual.
- Do not extend 816 extension tube too far or risk damage to the actuator. Maximum tube length is 66 inches (1.65 m).

6.1 816 LIMITS: 936 AND 1050

IMPORTANT!

These instructions are **ONLY** for adjusting the location of limit sensors inside the Apollo 816 actuator. After setting these limits, see the “Learn Limits” procedure in the appropriate controller manual for instructions on how to enable the controller to “learn” these limits.

11A 816 LIMITS: 936 OR 1050

1. Remove plastic caps from the Extend and Retract limit screws on the Apollo 816 actuator motor (Fig-11).
2. Ensure *primary* actuator cable is plugged into MOTOR 1 connector on controller. If a dual gate system, do NOT plug *secondary* actuator cable into the MOTOR 2 connector.
3. Press/hold Open/Close button to run gate to mid-position.
4. Press/hold Open/Close button to run gate to one of the desired gate limit positions.
5. If the gate does not stop at desired limit position, adjust per one of the following two scenarios (A or B):
 - A. If gate moves to preferred gate position **without stopping** (with NO limit LED indication), use buttons to move gate to preferred limit position, note if actuator arm is extended or retracted, then adjust limit screw per **Scenario A** in **Diagram 6-1**.
 - B. If gate stops **before** preferred gate position (with limit LED indication), note if actuator arm is extended or retracted, then adjust limit screw per **Scenario B** in **Diagram 6-1**.

HINT

Check limit position is set correctly by using the Open or Close buttons to jog gate to mid-position and then back to the limit. Adjust as necessary. For Limit LED behavior, see DETAIL A in Diagram 6-1 and Fig-11A-1 and Fig-11A-2 (and note) below.

NOTICE

If gate moves opposite of button activated, reverse red and black wires in actuator connector.

If limit LEDs indicate wrong gate limit, reverse the orange & white wires in actuator connector. Limit LEDs should behave as follows:

1050 Controller (Fig-11A-1):

Limit LED = Lights red at Close limit and green at Open limit.

936 Controller (Fig-11A-2):

- Close Limit LED lights red at Close limit
- Open Limit LED lights red at Open limit

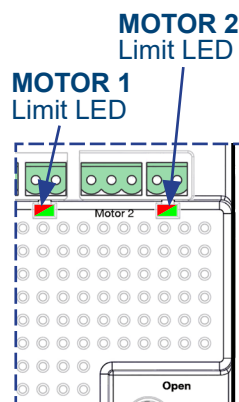


Fig-11A-1:
1050 Limit LEDs

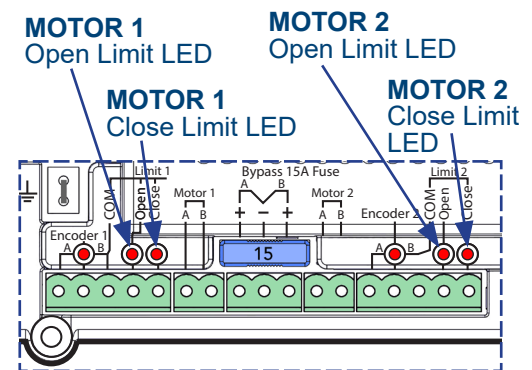


Fig-11A-2: 936 Limit LEDs

6. To set the other limit, run gate to mid position, then to the *other* limit and repeat from Step 5.
7. If a dual gate installation, unplug primary actuator from MOTOR 1 inputs and instead plug in the secondary actuator cable and repeat Steps 3 to 6 for that actuator.
8. After limits are set, replace black plastic caps over 816 actuator Extend and Retract limit screws. If a dual gate installation, ensure limits are set for each actuator per the above steps.

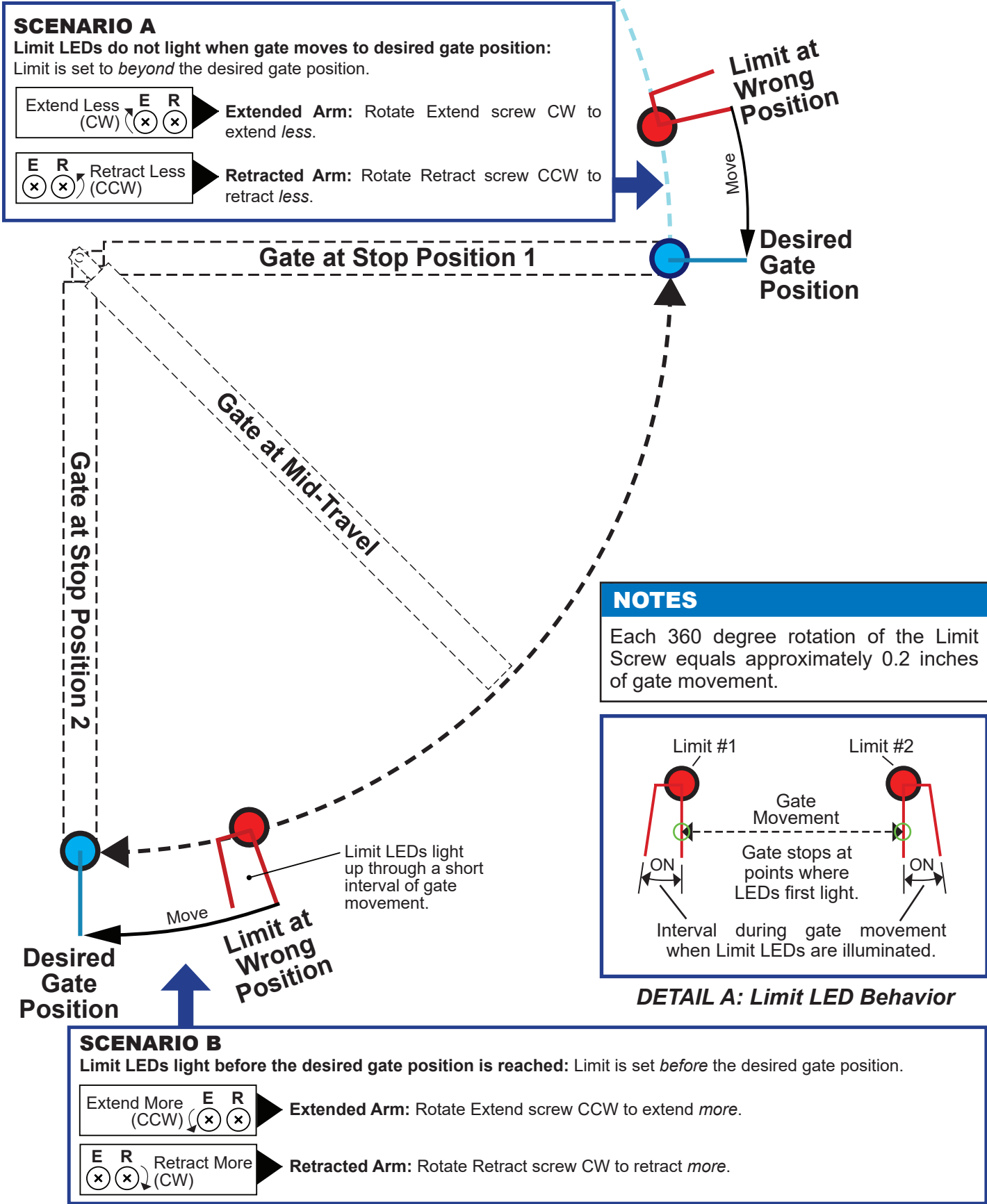


Diagram 6-1: Setting 816 Actuator Limits

6.2 816 LIMITS: MERCURY 310

IMPORTANT!

These instructions are **ONLY** for adjusting the location of limit sensors inside the Apollo 816 actuator. After setting these limits, see the “Learn Limits” procedure in the appropriate controller manual for instructions on how to enable the controller to “learn” these limits.

11B 816 LIMITS: MERCURY 310

1. Remove plastic caps from the Extend and Retract limit screws on the Apollo 816 actuator motor (Fig-11).
2. Place Mercury Function Knob to **LRN MOTOR 1** or **LRN MOTOR 2** (L1 or L2 shows in controller display).
3. Press/hold Left/Right arrow button to run gate to mid-position.
4. Press/hold Left/Right arrow button to run gate to a desired gate limit position.
5. If gate does not stop at desired limit position, adjust per one of the following two scenarios (**A** or **B**):
 - A.** If gate moves to preferred gate limit position **without stopping** (with NO limit LED indication), use buttons to move gate to preferred limit position, note if actuator arm is extended or retracted, then adjust limit screw per **Scenario A** in **Diagram 6-1**.
 - B.** If gate stops **before** preferred gate limit position (with limit LED indication), press gate button again to move gate to desired limit position, note if actuator arm is extended or retracted, then adjust limit screw per **Scenario B** in **Diagram 6-1**.

HINTS

- Check limit position is set correctly by using the arrow buttons to jog the gate to mid-position and then to the limit. For Limit LED behavior, see DETAIL A in Diagram 6-1 and Fig-11B below (and note).
- Mercury 310 controller will chirp twice when Limit LEDs turn ON, and once when Limit LEDs turn off.

NOTES

When the actuator reaches either limit during this procedure, *both* Limit LEDs (Open and Close) light up for that actuator (Motor 1 or 2).

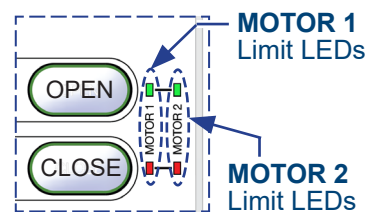
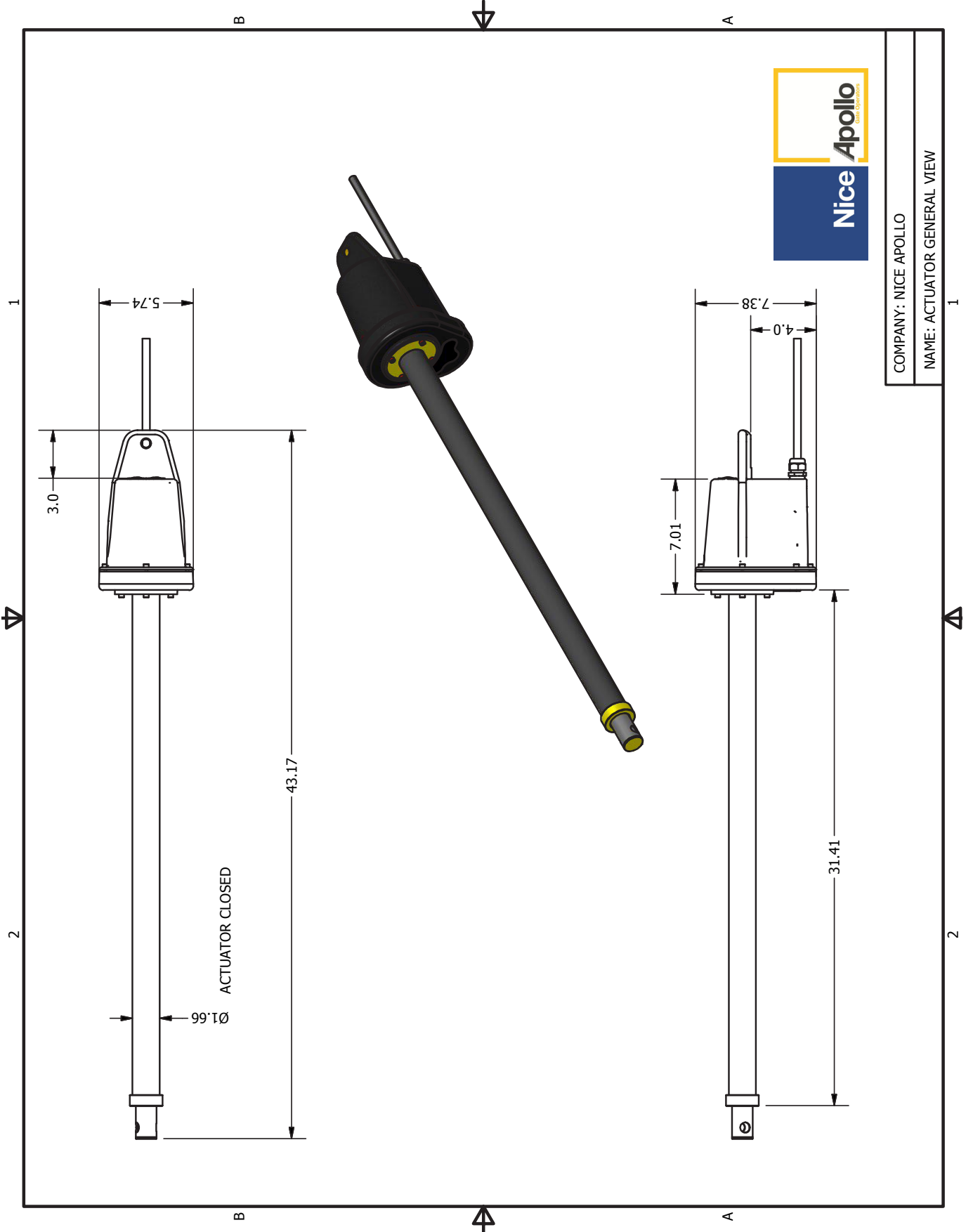


Fig-11B: Mercury 310 Limit LEDs

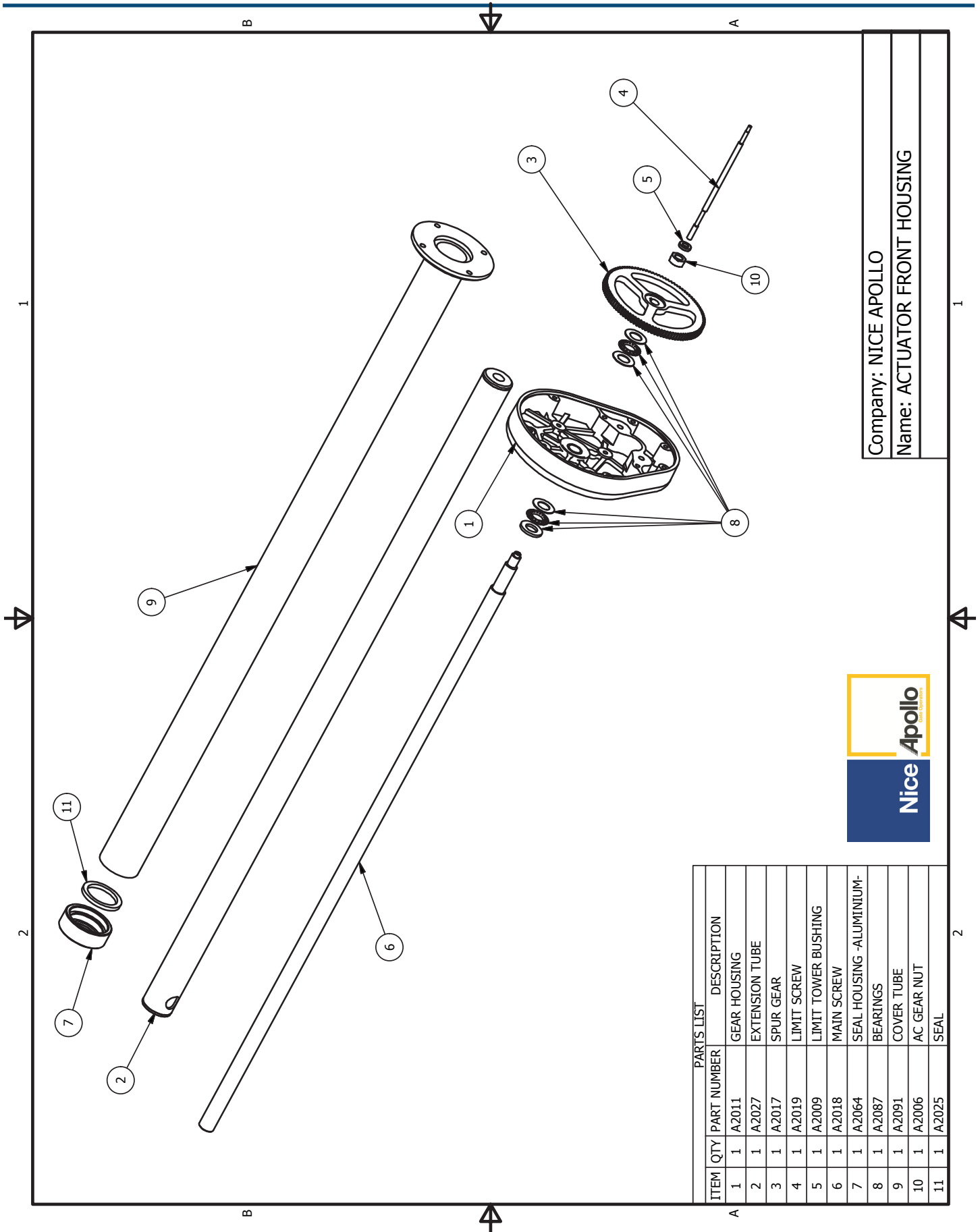
6. To set the other limit, run gate to mid position, then to the *other* limit and repeat from Step 5.
7. After limits are set, replace black plastic caps over 816 actuator Extend and Retract limit screws. If a dual gate installation, ensure limits are set for each actuator per the above steps.

SECTION 7: PART DRAWINGS



Apollo 816 LA Linear Actuator

Installation Reference Manual



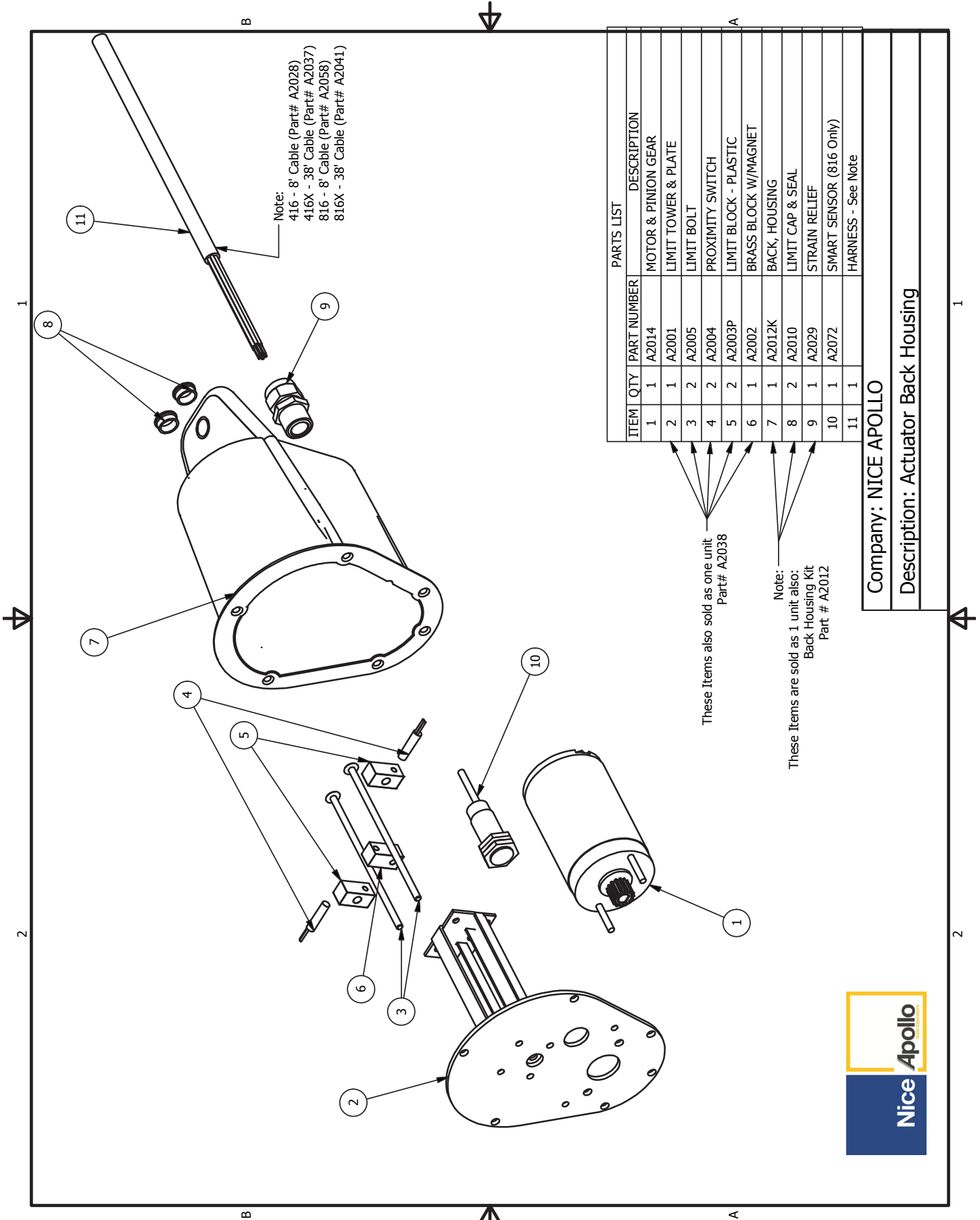
Company: NICE APOLLO
 Name: ACTUATOR FRONT HOUSING



PARTS LIST		DESCRIPTION
ITEM	QTY	PART NUMBER
1	1	A2011
2	1	A2027
3	1	A2017
4	1	A2019
5	1	A2009
6	1	A2018
7	1	A2064
8	1	A2087
9	1	A2091
10	1	A2006
11	1	A2025

Apollo 816 LA Linear Actuator

Installation Reference Manual



ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	A2014	MOTOR & PINION GEAR
2	1	A2001	LIMIT TOWER & PLATE
3	2	A2005	LIMIT BOLT
4	2	A2004	PROXIMITY SWITCH
5	2	A2003P	LIMIT BLOCK - PLASTIC
6	1	A2002	BRASS BLOCK W/MAGNET
7	1	A2012K	BACK, HOUSING
8	2	A2010	LIMIT CAP & SEAL
9	1	A2029	STRAIN RELIEF
10	1	A2072	SMART SENSOR (816 Only)
11	1		HARNESS - See Note

These Items also sold as one unit:
 Part# A2038

These Items are sold as 1 unit also:
 Back Housing Kit
 Part # A2012

Company: NICE APOLLO

Description: Actuator Back Housing



SECTION 8: 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, 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:

- a) Electromechanical pad-mounted Slide and Swing operators: Three years after the date of installation,
- b) Electromechanical linear actuator Swing operators: Three years after the date of installation,
- c) Electromechanical barrier arm operators: Three years after the date of installation,
- d) Nice-branded accessories: Three years after the date of installation, provided that the Three-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:

- e) Batteries: One Year from date of shipment from HySecurity.
- f) 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 **Two-Year Limited Warranty** will apply: HySecurity warrants that the product will remain serviceable for Two Years 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.

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

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.