



Installation Manual

3501 Swing

Vehicular swing gate articulating actuator/motor



CHBOX35:
ACTUATOR
MOTOR
CHASSIS



ABOX35: ARTICULATING ACTUATOR



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SECTION 1: 3501 ACTUATOR OVERVIEW

Congratulations on selecting a Nice swing gate 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 actuator.

IMPORTANT!

For control box installation, wiring, operation, programming, maintenance, and all safety information, refer to the appropriate 1050 control box installation manual used for the system being installed.

3501 ACTUATOR SPECIFICATIONS

DRIVE	Electromechanical Motor Driven Articulated Arm
GATE LENGTH MAX.	Up to 20 feet (6 m) leaf
GATE WEIGHT MAX	Up to 1000 lbs (453 kg)
OPEN/CLOSE TIME (TO 90°)	12 - 20 seconds (adjustable)
TEMPERATURE RATING	-4° to 122° F (-20° to 50° C)
OPERATING VOLTAGE	12VDC
INPUT VOLTAGE	10 - 32VDC
ACTUATOR DIMENSIONS (WxHxD)	17.8" x 12" x 8.3"
USER CONTROLS	1050 control board

3501 ACTUATOR PARTS IDENTIFICATION

PART#	DESCRIPTION	QTY
ABOX35	ACTUATOR, ARTICULATING ARM	1
CHBOX35	ACTUATOR CHASSIS	1
10025215	GATE BRACKET	1
1125-35	ACTUATOR BOLT KIT	1
3500AAA	ARM INSERT, ADJUSTABLE, ALUMINUM	1

CHBOX35
ACTUATOR
MOTOR
CHASSIS



ACTUATOR HARDWARE
KIT (P/N 1125-35)



GATE BRACKET,
(P/N 10025215)



ABOX35 ACTUATOR:



ACTUATOR
HARNES CABLE



ADJUSTABLE ALUMI-
NUM ARM INSERT (P/N
3500AAA)

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!

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 suggested for installation of the 3501 actuator:

- Welder (option for gate bracket)
- Drill and assorted bit sizes
- 1/2” and 3/8” wrench and/or nut driver
- Basic hand tools (screwdrivers, pliers, etc..)
- Bubble Level (for leveling actuator)
- Measuring tape (for locating post position)
- 1/8” and 5/32” hex keys (for set screws)

SECTION 4: 35-1 ACTUATOR MECHANICAL INSTALLATION

1 DETERMINE LOCATION OF MOUNTING POST

1. Determine the angle that the gate will travel to (A) in IMAGE 1-1.
2. Select the coordinates (B & C) as shown in the IMAGE 1-1. Distances of "B" are from the center of gate hinge to the center of the mounting post. Longer gates should operate at slower speeds.
3. Refer to TABLE 1-1 for optimum dimensions.

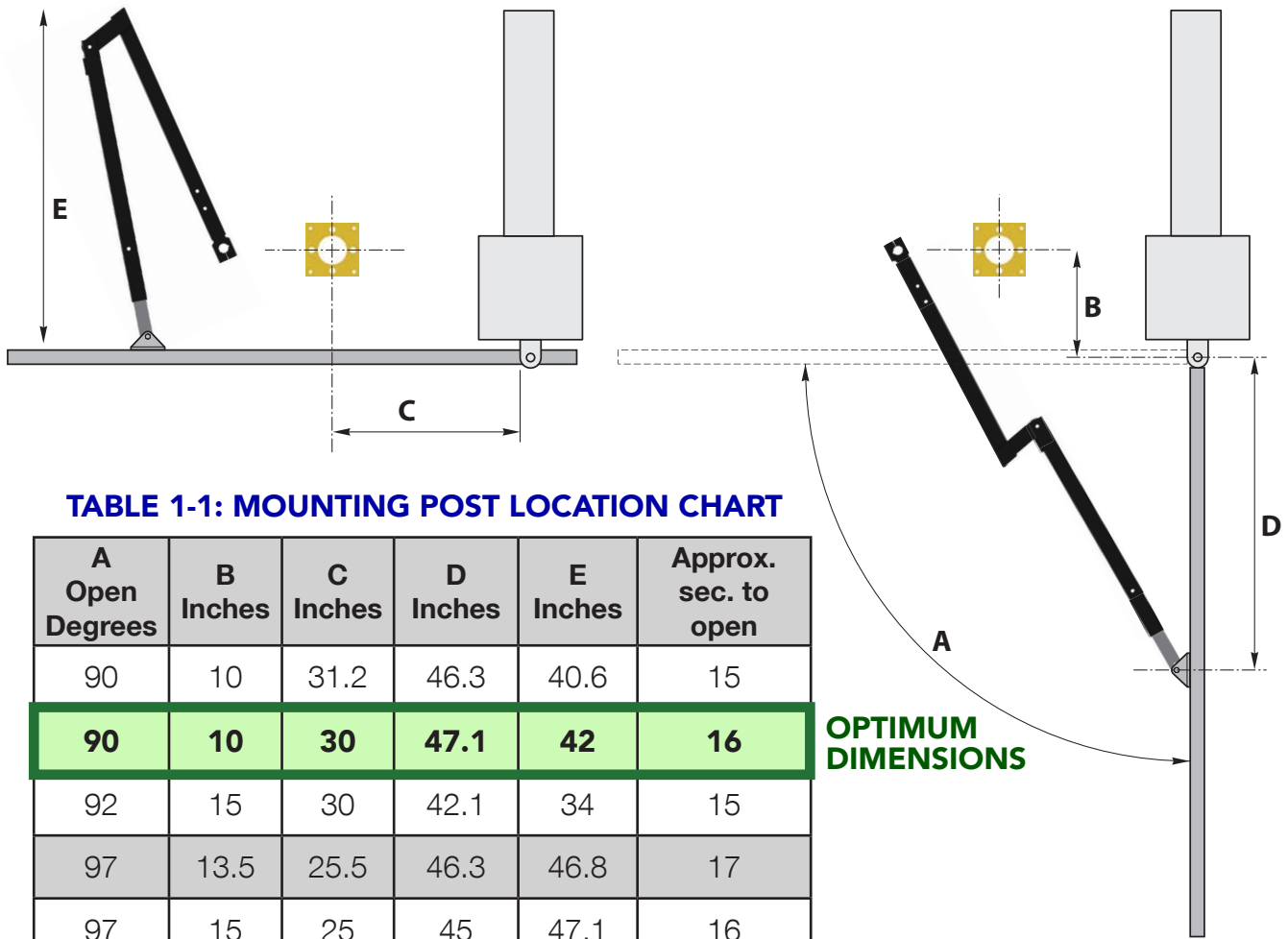


TABLE 1-1: MOUNTING POST LOCATION CHART

A Open Degrees	B Inches	C Inches	D Inches	E Inches	Approx. sec. to open
90	10	31.2	46.3	40.6	15
90	10	30	47.1	42	16
92	15	30	42.1	34	15
97	13.5	25.5	46.3	46.8	17
97	15	25	45	47.1	16
100	20	25	40	43.7	13
107	20	20	42.4	53.5	17
110	25	20	37.4	50.6	13
116	25	15	39.3	58.4	16
117	20	15	44.3	50.3	20

**OPTIMUM
 DIMENSIONS**

2 DETERMINE HEIGHT OF MOUNTING POST

The 3501 actuator chassis is designed for installation on top of a 4"x4" square post with 1/4" wall thickness (not supplied).

- The top of the post should be 2" above the centerline of the location where the gate attach bracket will be mounted to the gate (IMAGE 2-1).
- The gate attach bracket should be mounted to a structural member on the gate. DO NOT attach the bracket to pickets.
- The mounting post should be square to the gate in the closed position and level for proper operation.
- Conduit should be considered at this time for cable routing from the control box to the chassis assembly

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

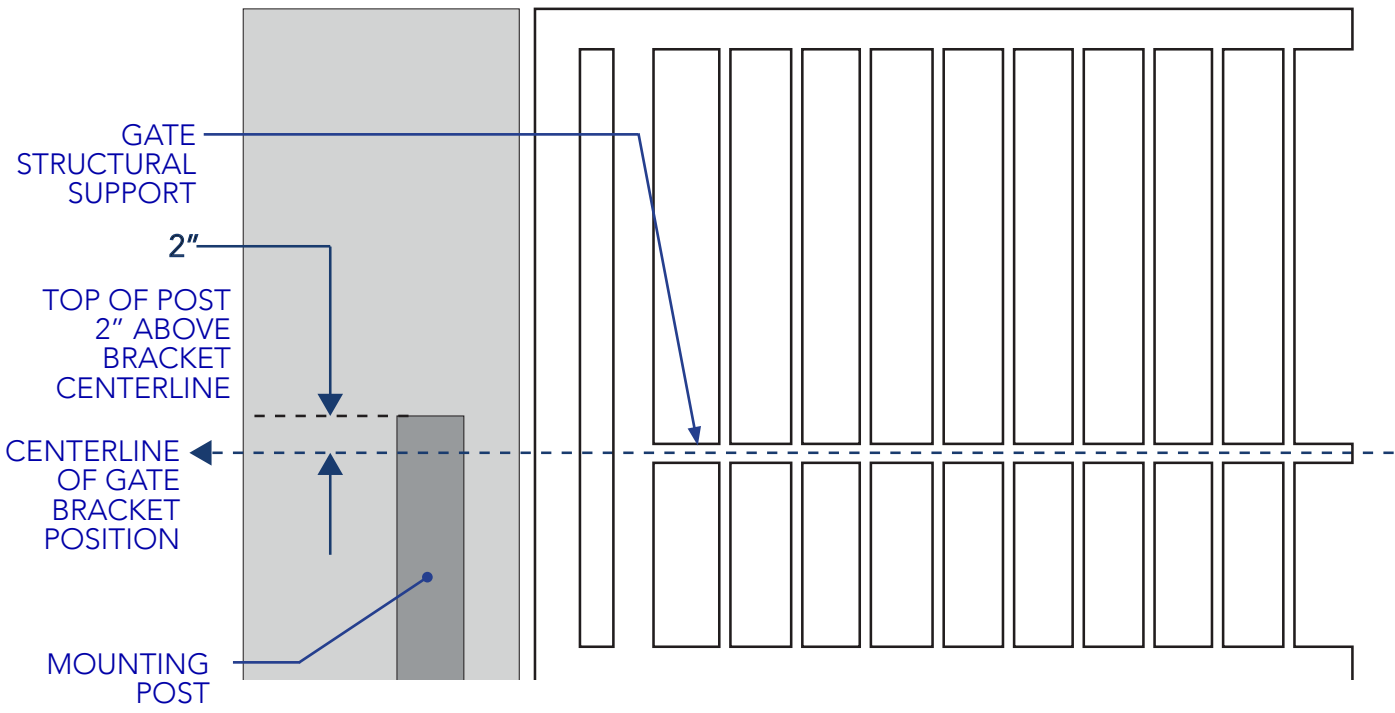


IMAGE 2-1: DETERMINING HEIGHT OF MOUNTING POST

3

WELD THE MOUNTING BRACKET TO POST

1. To remove 3501 cover, loosen middle screws (x2), remove end screws (x2), and lift off cover.
1. Remove the mounting bracket from the CHBOX35 chassis bottom by removing the four bolts and lock washers (IMAGE 3-1). Retain the hardware for later reassembly.
2. Weld the mounting bracket to the top of the mounting post (IMAGE 3-2):
 - The bracket should be level and square to the post.
 - Tack welds may be made from the top inside of the bracket and post.
 - Bottom welds should be made for permanent rigidity.

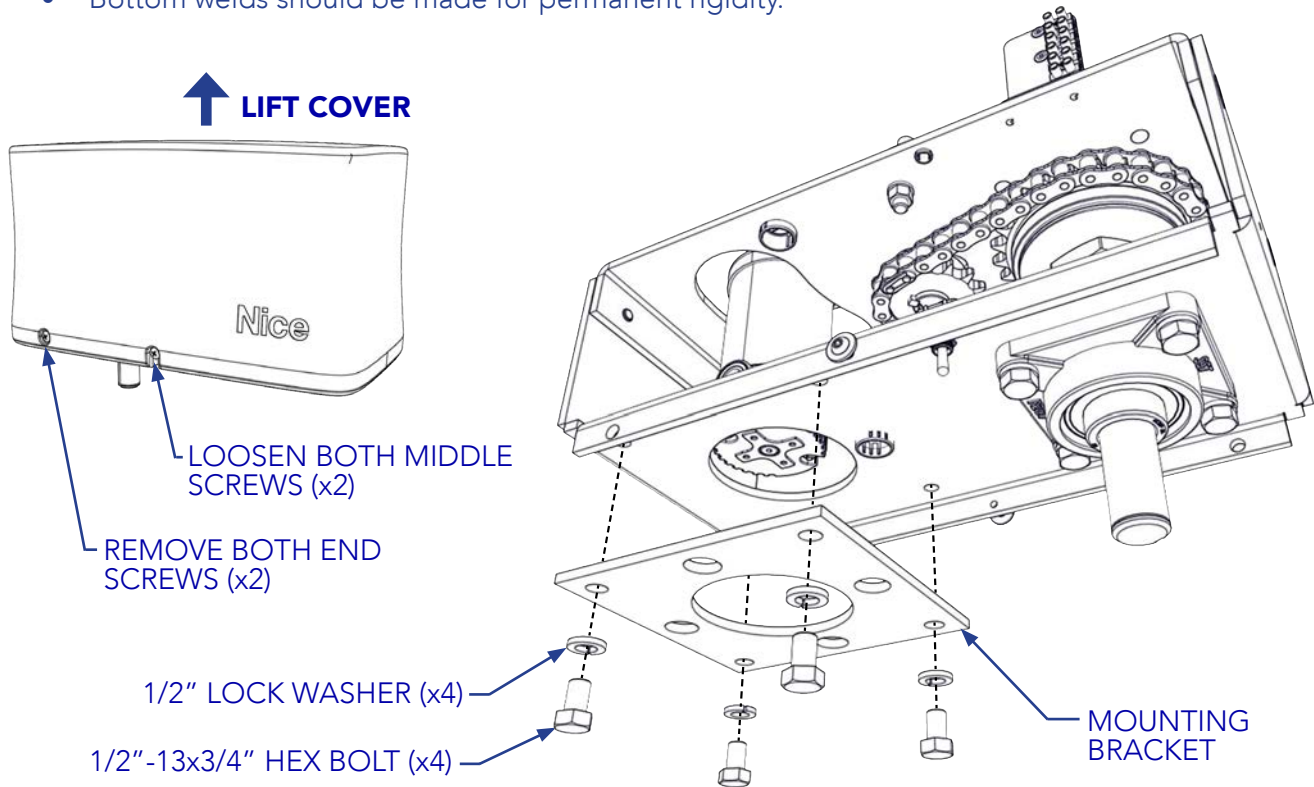


IMAGE 3-1: REMOVING COVER AND MOUNTING BRACKET FROM CHASSIS

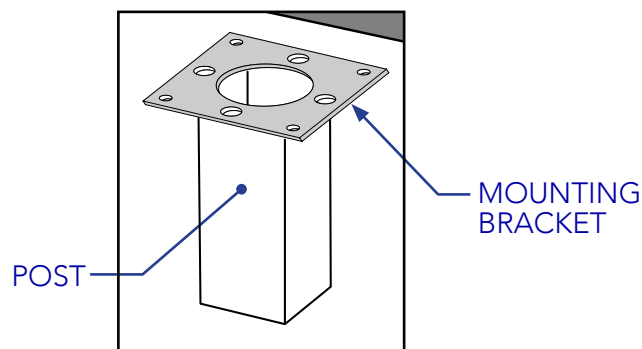


IMAGE 3-2: WELD MOUNTING BRACKET TO POST

4 MOUNT CHASSIS TO POST

Set the chassis on the mounting bracket as shown and secure using (4) 1/2"-13x3/4" hex bolts and lock washers removed in the previous instruction.

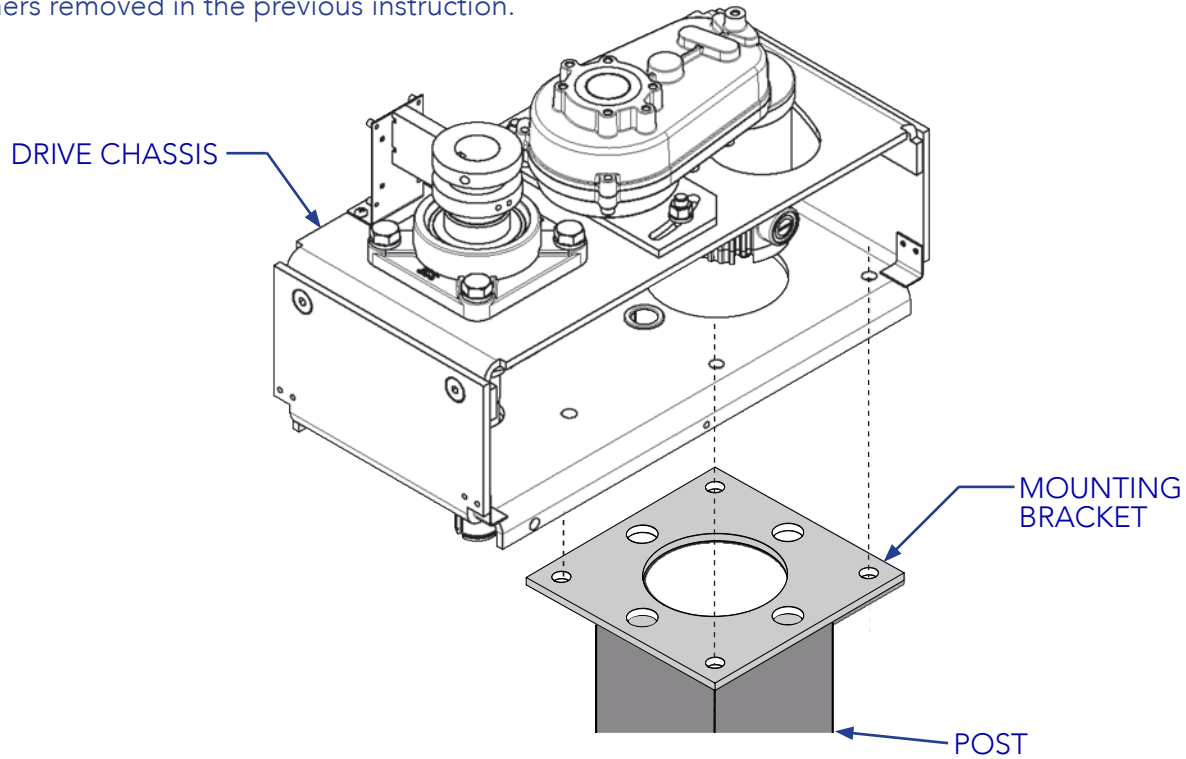


IMAGE 4-1: MOUNTING CHASSIS TO MOUNTING BRACKET

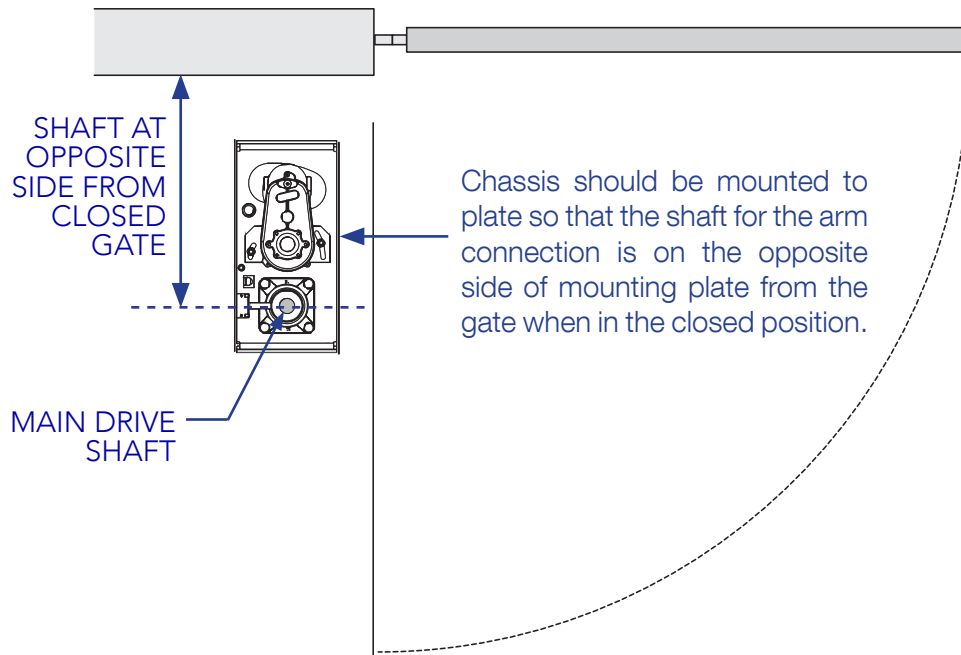


IMAGE 4-2: PROPER ORIENTATION OF CHASSIS TO GATE

5 MOUNT PRIMARY ARM COLLAR TO DRIVE SHAFT

1. Install the primary arm collar to the main drive shaft using the 1/4" key stock (IMAGE 5-1, Detail A).

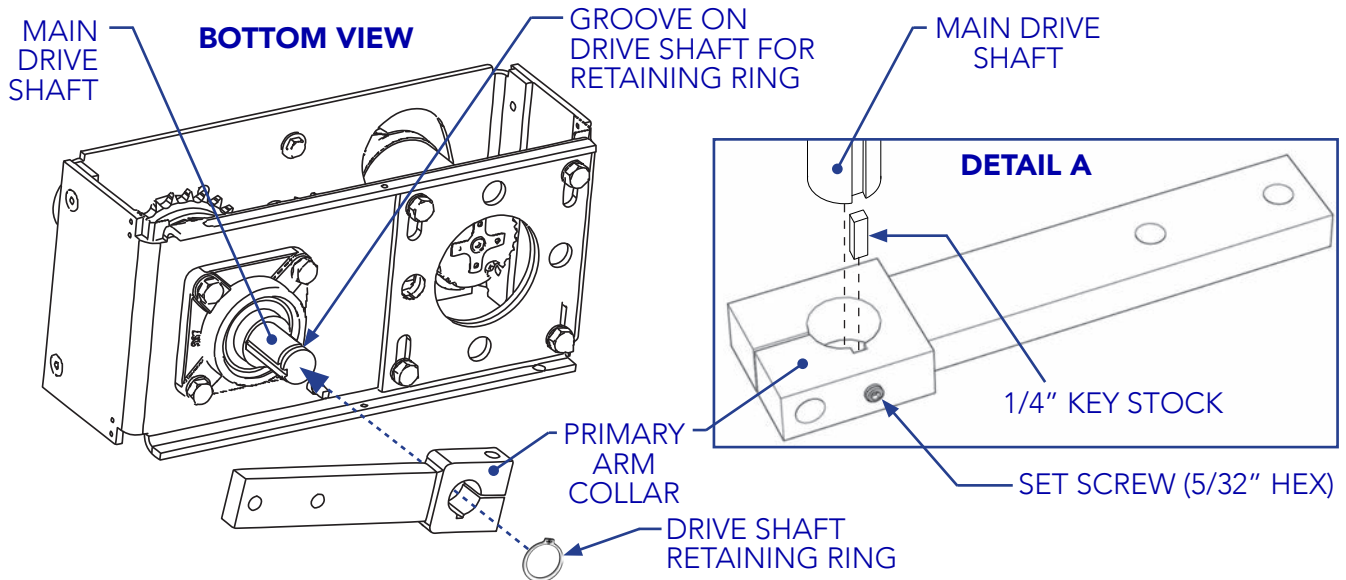


IMAGE 5-1: MOUNTING PRIMARY ARM COLLAR TO MAIN DRIVE SHAFT

2. The collar should be installed on the shaft as far up as possible (IMAGE 5-2). Use 5/32" hex key to tighten set screw. Insert 1/2"-13x3" hex bolt into collar and affix with 1/2" hex nut (IMAGE 5-2) using 1/2" wrench.
3. Use retaining ring pliers to insert the retaining ring into groove on driveshaft (IMAGE 5-2, DETAIL).

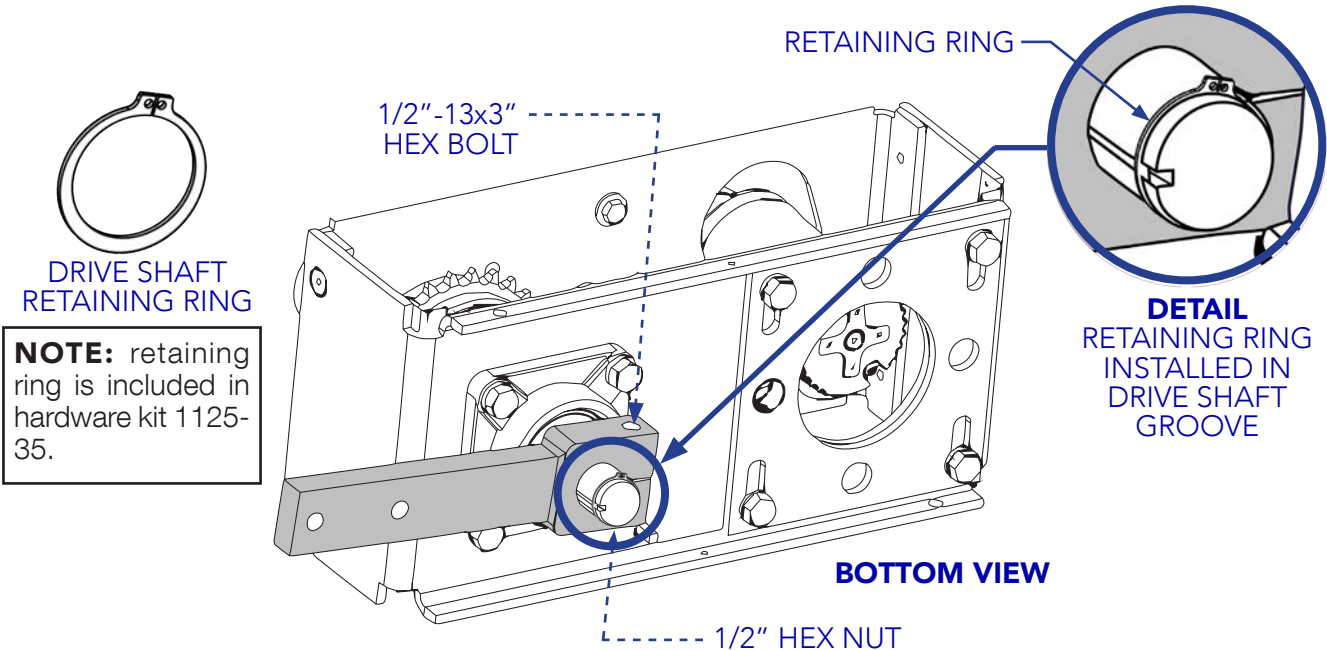


IMAGE 5-2: PRIMARY ARM COLLAR MOUNTED TO MAIN DRIVE SHAFT

6

ATTACH PRIMARY ARM TO ARM COLLAR

Attach the primary arm to the collar using 1/2"-13x1-3/4" hex bolts (x2), 1/2" flat washers (x4) and 1/2-13 hex nuts (x2) per the images below:

NOTE: The two ears on the primary arm should point toward the direction of the gate.

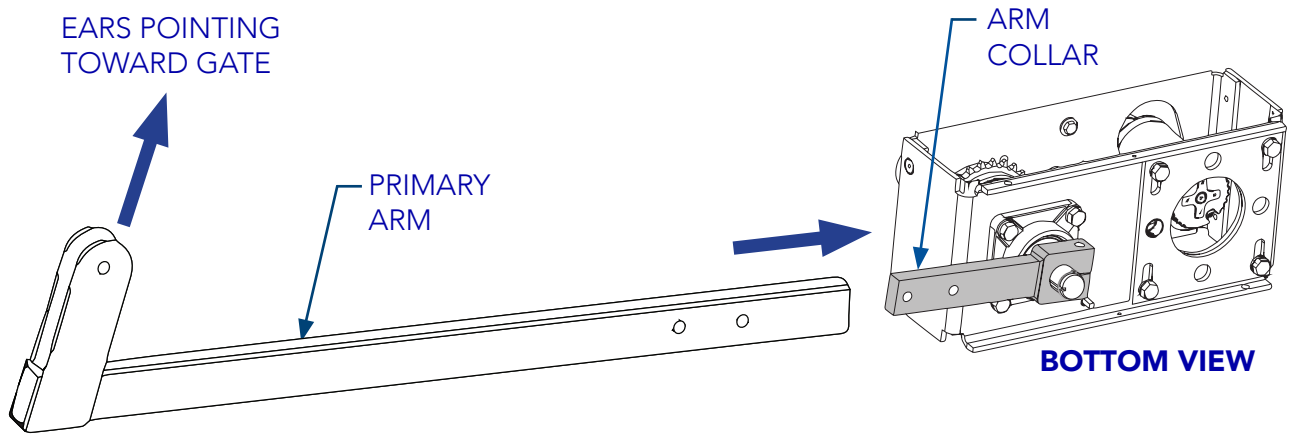


IMAGE 6-1: INSTALL PRIMARY ARM TO COLLAR OF THE MAIN DRIVE SHAFT (BOTTOM VIEW)

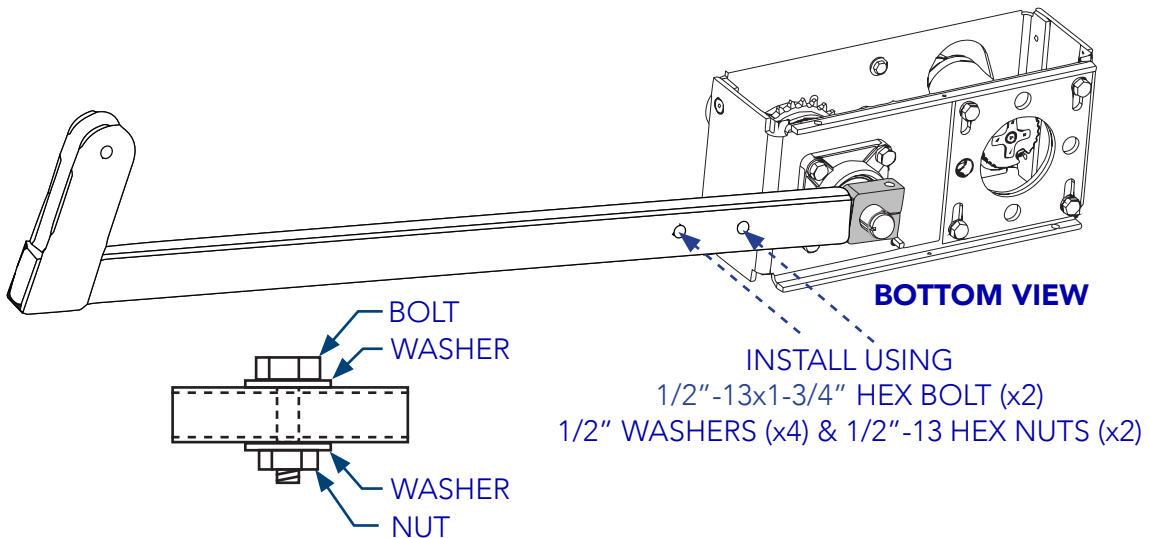


IMAGE 6-2: PRIMARY ARM INSTALLED TO COLLAR OF THE MAIN DRIVE SHAFT (BOTTOM VIEW)

7 ASSEMBLE ARM ASSEMBLY

Refer to the exploded view of the arm assembly below (IMAGE 7-1), then proceed to the next page for assembly instructions.

- 1/2"-13x1-3/4" HEX BOLT (x2)
- 1/2" WASHERS (x4)
- 1/2"-13 NUTS (x2)
- 1/2" LOCK NUT

- 1/2"-13x2-1/4" HEX BOLT
- 1/2" BRASS WASHERS
- 1/2" STEEL WASHERS
- 1/2" LOCK NUT

- 1/2"-13x2" HEX BOLT
- 1/2" WASHER (x2)
- 1/2" LOCK NUT

NOTE: This hardware is included in hardware kit 1125-35.

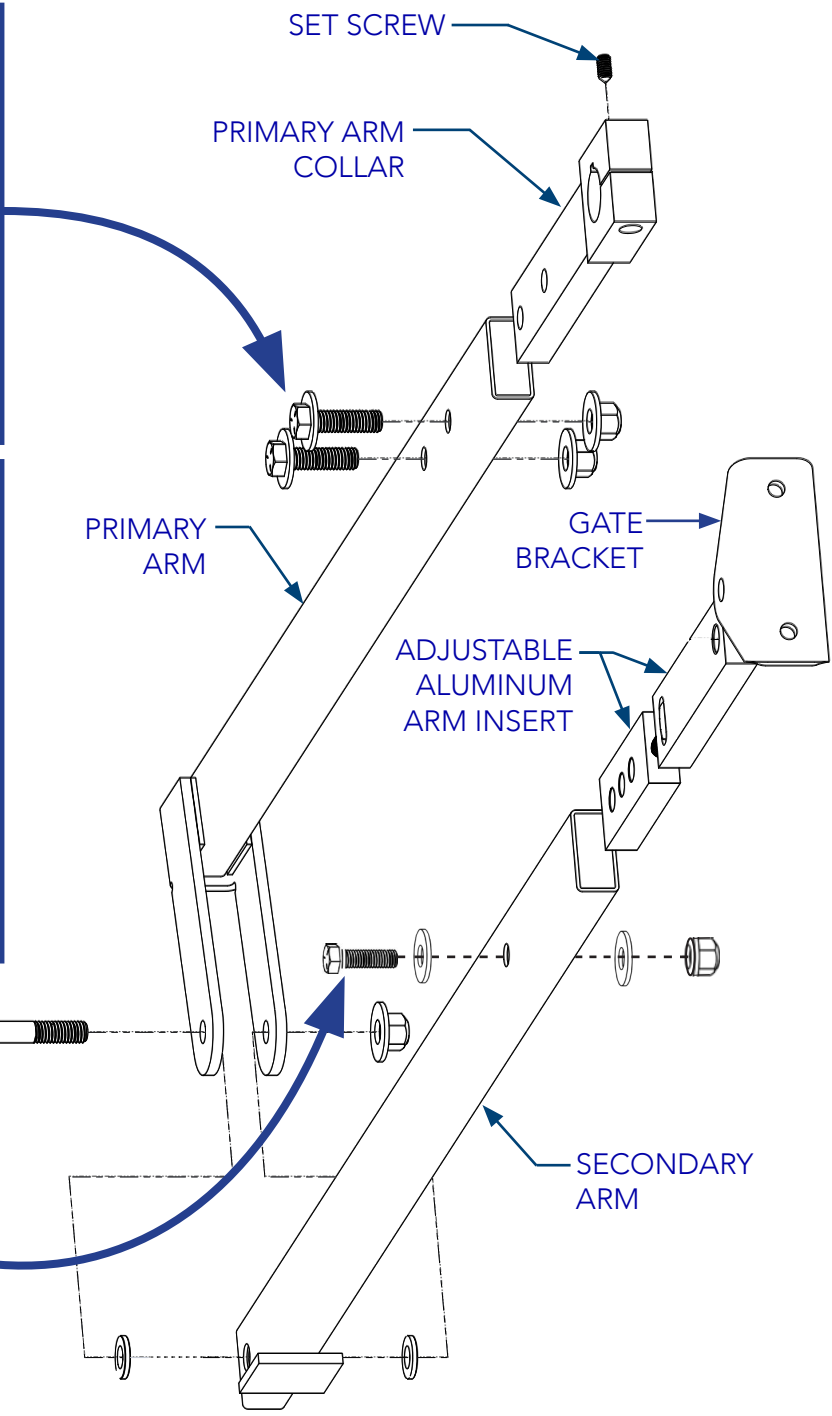


IMAGE 7-1:
 ARM ASSEMBLY - EXPLODED VIEW

7: ASSEMBLE ARM ASSEMBLY (CONT.)

1. Attach the secondary arm to the primary arm using a 1/2"-13x2-1/4" hex bolt, brass washers and lock nut (see IMAGE 7-1). The stop tab should be positioned away from the gate.

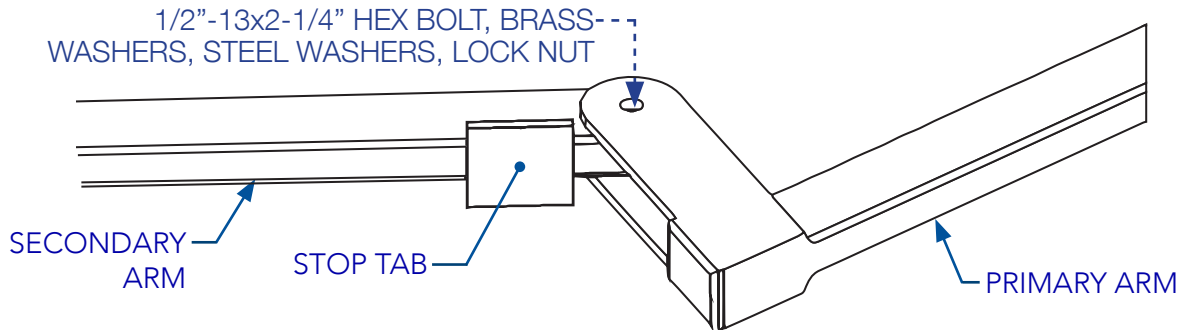


IMAGE 7-2: INSTALL SECONDARY ARM TO PRIMARY ARM

2. Install the aluminum adjustable arm insert to the secondary arm using the 1/2" x 1-1/2" hex bolt and nut (IMAGE 7-2). Use the middle hole in the arm insert to affix it within the secondary arm.

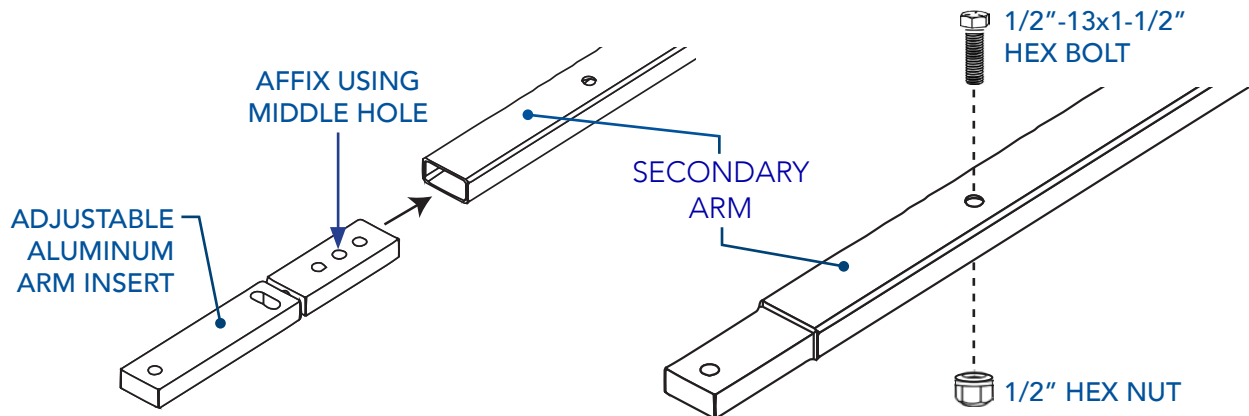


IMAGE 7-3: INSTALL ALUMINUM ADJUSTABLE ARM TO SECONDARY ARM

NOTE: Once limits are set and the board has been programmed, this aluminum arm can be adjusted to fine tune the closed gate position.

8

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, washers, and lock nut (IMAGE 8-1).

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 8-2).

NOTE: See INSTRUCTION 16 for information about using the motor switch to de-energize the motor to allow free movement of the actuator arm.

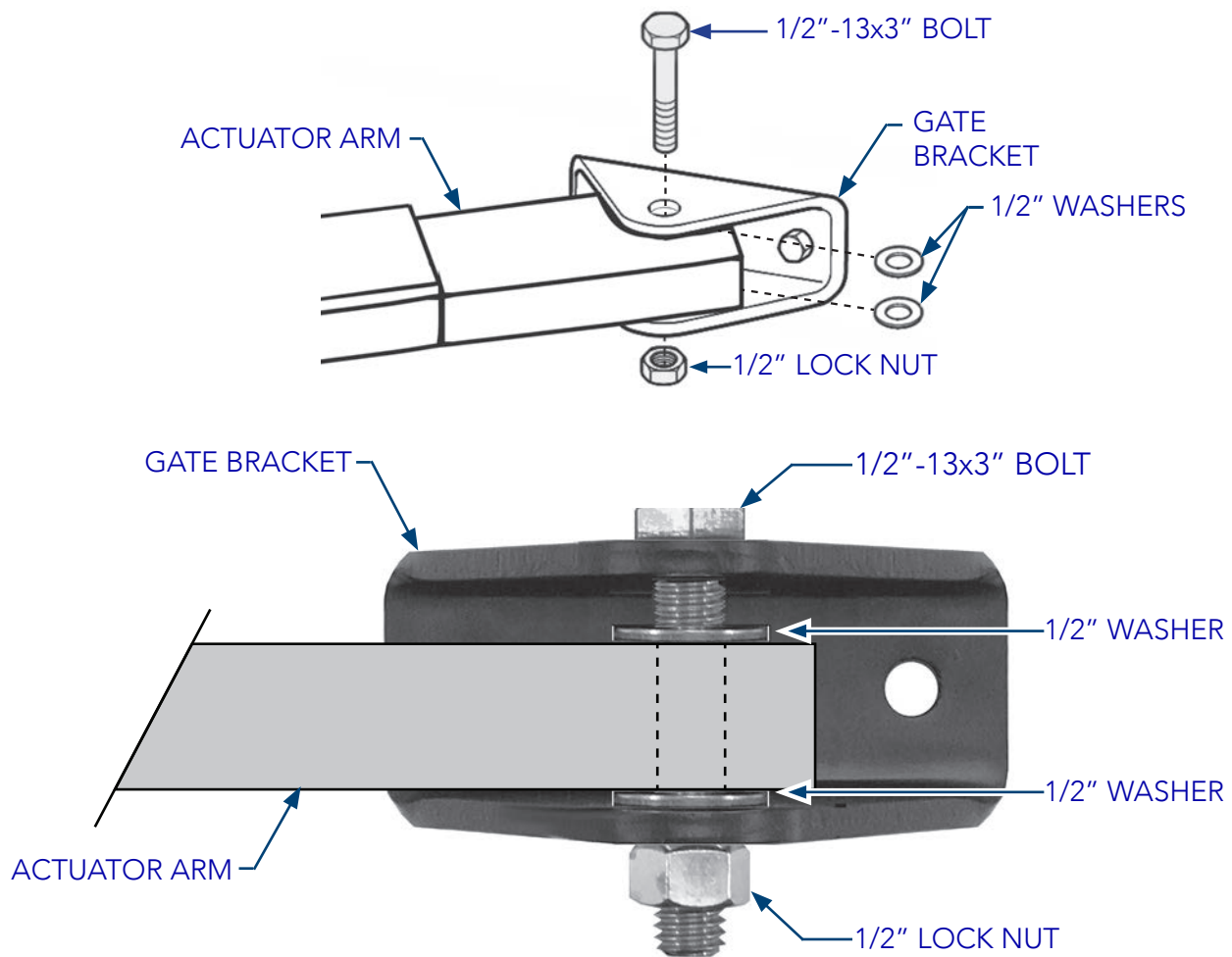


IMAGE 8-1: GATE BRACKET TO ACTUATOR ARM USING BOLT, WASHER, & NUT

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

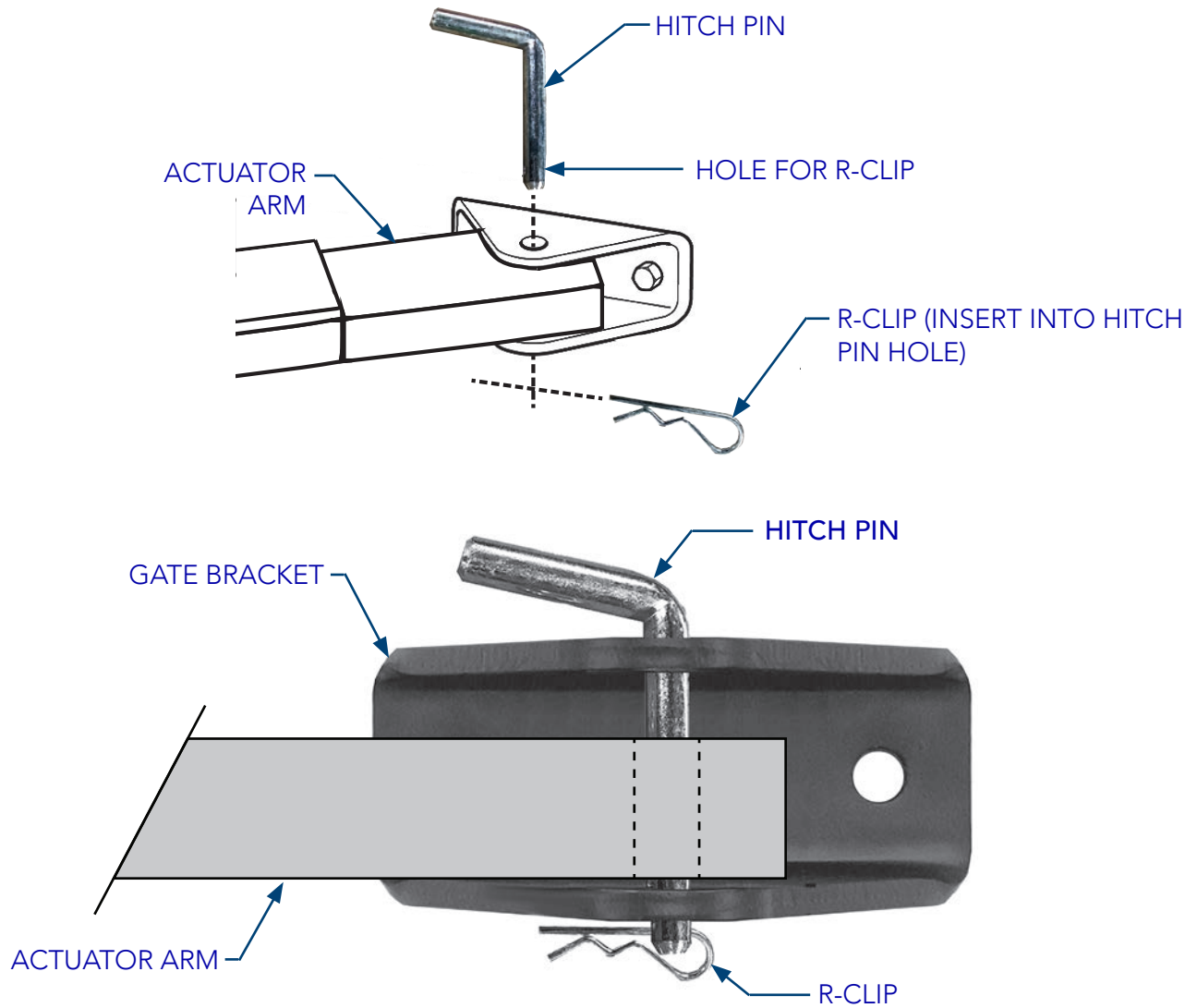
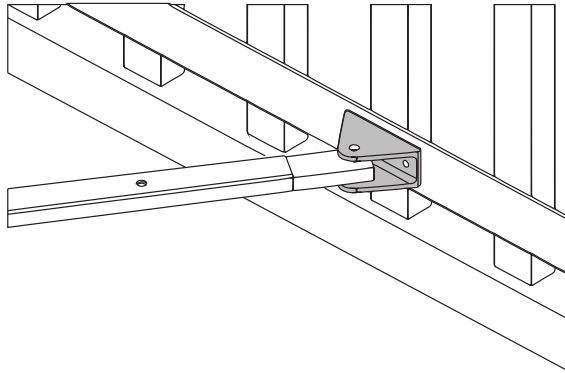


IMAGE 8-2: GATE BRACKET TO ACTUATOR ARM USING HITCH PIN AND R-CLIP

9 INSTALL GATE BRACKET TO GATE SUPPORT

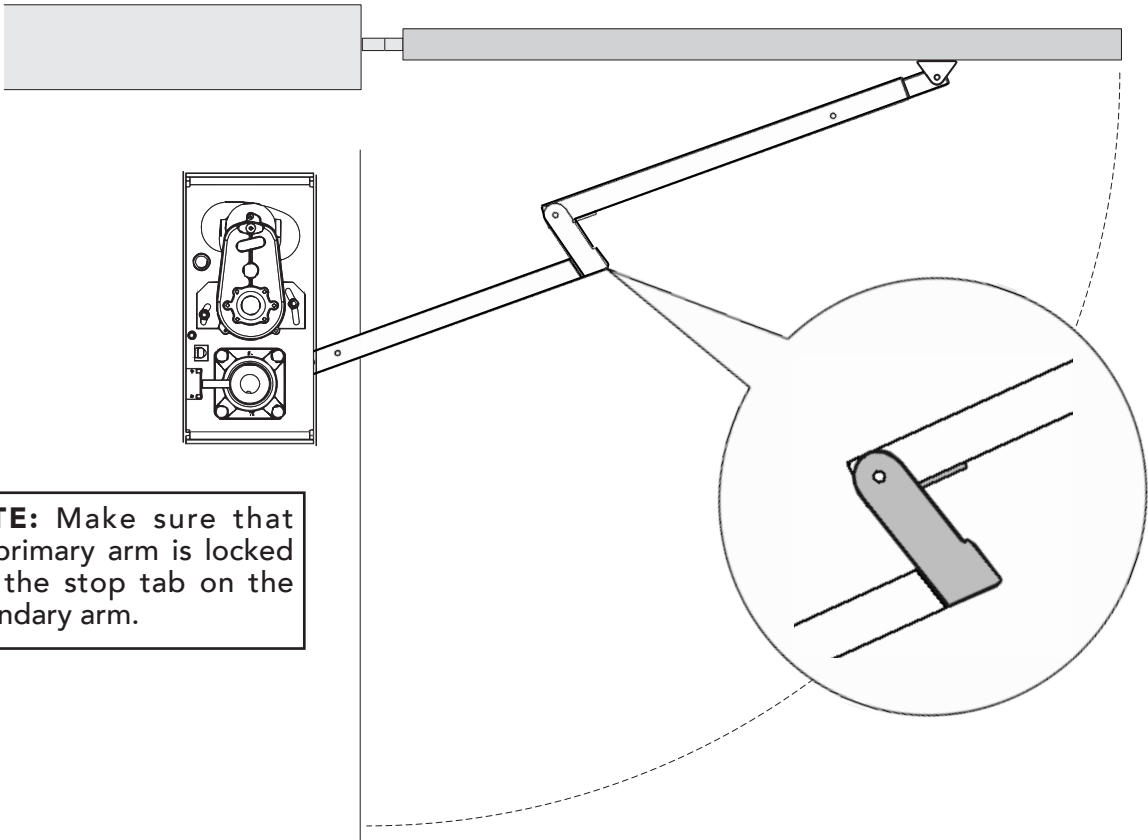
1. Put gate in closed position, then push the arm assembly up against the gate (IMAGE 9-1).



NOTE: See INSTRUCTION 16 for information about using the motor switch to de-energize the motor to allow free movement of the actuator arm/shaft.

IMAGE 9-1: POSITIONING GATE BRACKET ON GATE STRUCTURAL SUPPORT

2. Make sure that the primary arm is locked into the stop tab on the secondary arm as shown below.
3. Tack weld or clamp the gate attach bracket to the gate.



NOTE: Make sure that the primary arm is locked into the stop tab on the secondary arm.

IMAGE 9-2: ENSURING PRIMARY ARM LOCKED INTO STOP TAB OF SECONDARY ARM

NOTE: Permanent welds or bolt attachment should be completed once limits are set.

SECTION 5: 35-1 ACTUATOR WIRING CONNECTIONS

5.1 CHASSIS WIRING

10 WIRE ACTUATOR CABLE TO CHASSIS TERMINAL STRIP

Located inside the chassis assembly next to the limit switch assembly is a white terminal strip. Wire the harness cable to the terminal strip as shown below.

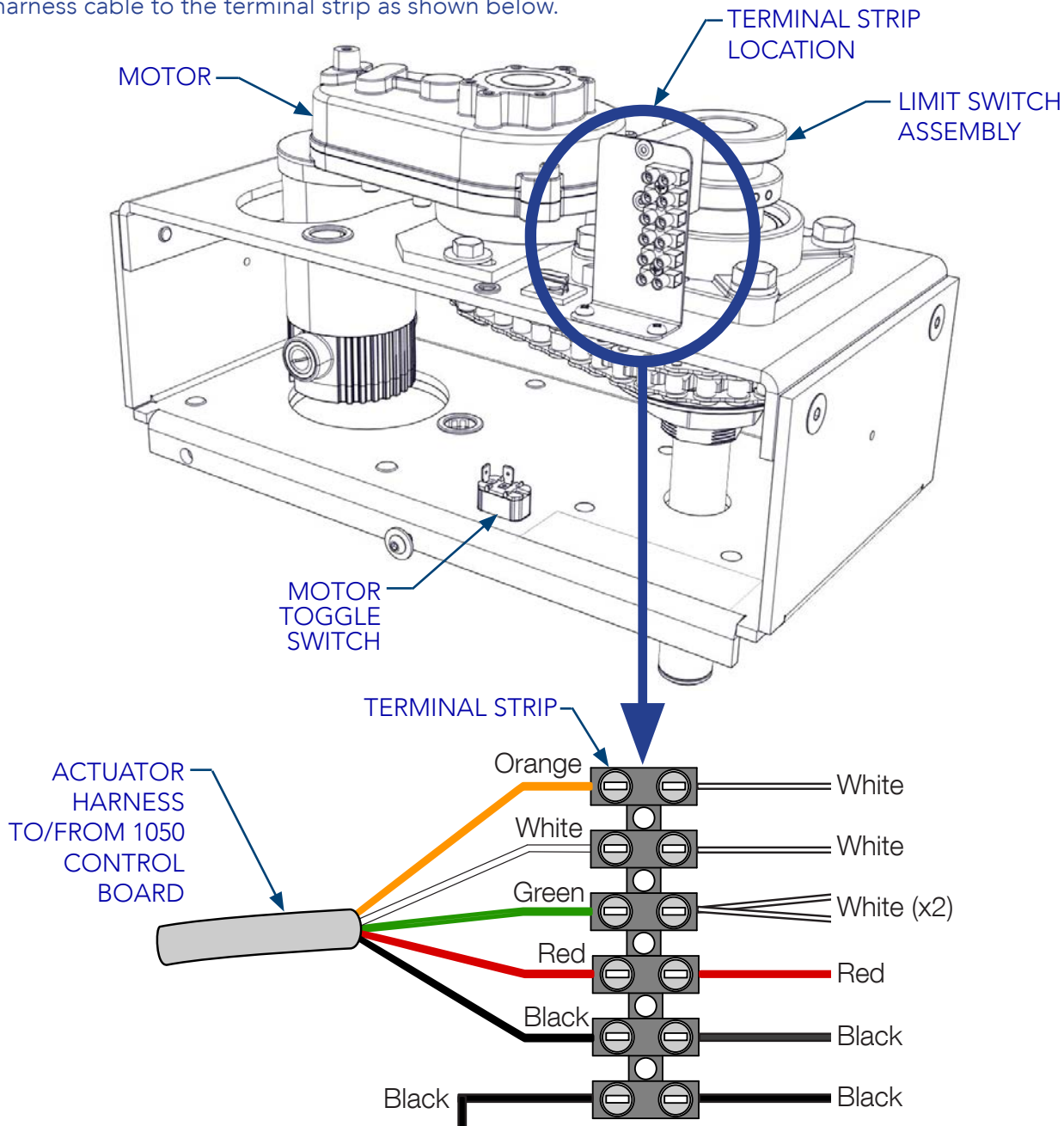


IMAGE 10-1: WIRING ACTUATOR TO CHASSIS TERMINAL STRIP

11

RUN ACTUATOR CABLE(S) TO CONTROL BOX

Run the cable of the actuator closest to the control box through a hole (with rubber grommet) in the bottom 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 furthest 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.

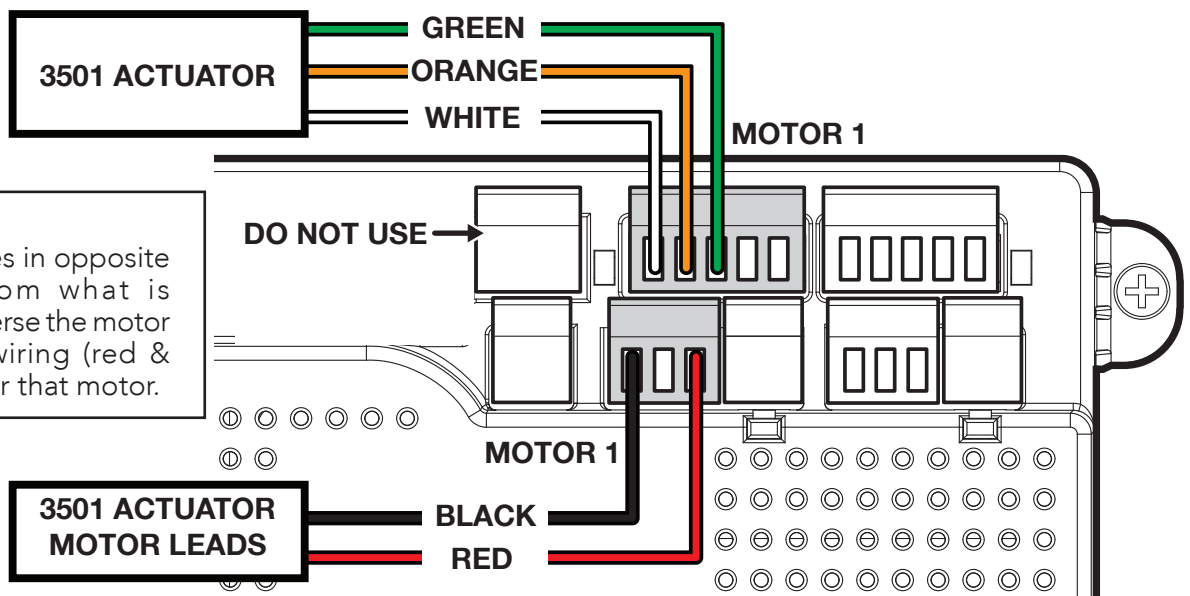
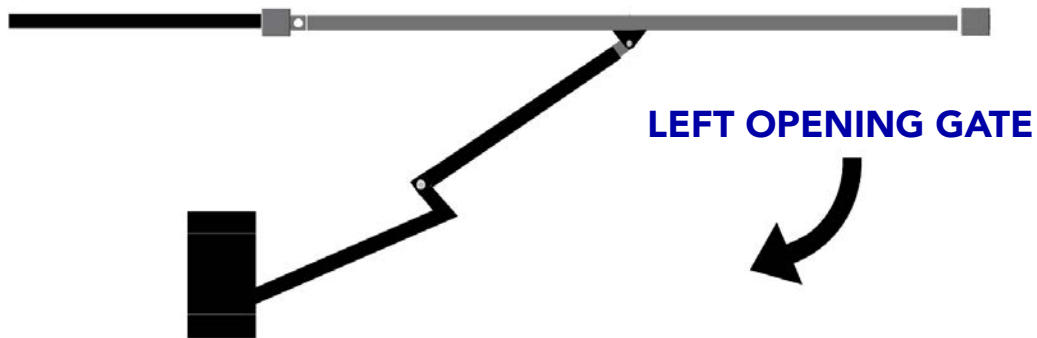
5.2 CONTROL BOARD WIRING

The wire functions for the actuator cable are shown in the table below.

35-1/2 ACTUATOR CABLE WIRE FUNCTIONS	
WIRE COLOR	WIRE FUNCTION
WHITE	Close Limit
ORANGE	Open Limit
GREEN	Limit Common
BLACK	MOTOR - (Negative)
RED	MOTOR + (Positive)

12A WIRE ACTUATOR CABLE TO CONTROL BOARD (LEFT)

For **LEFT** opening gates, wire the actuator cable to the control board as shown below:

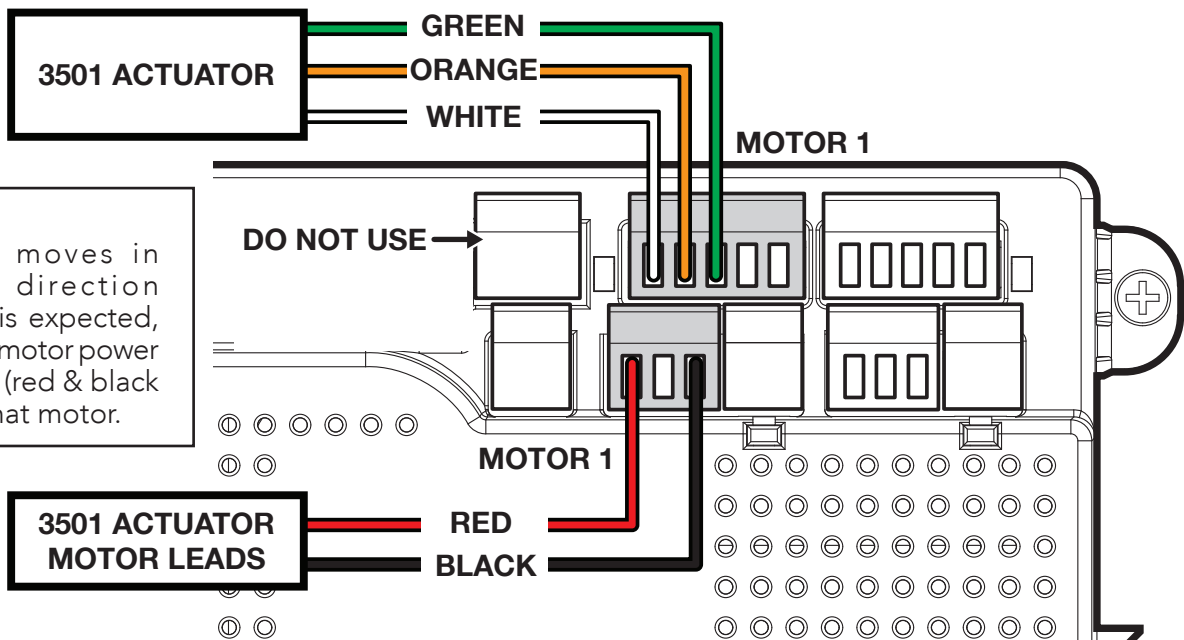
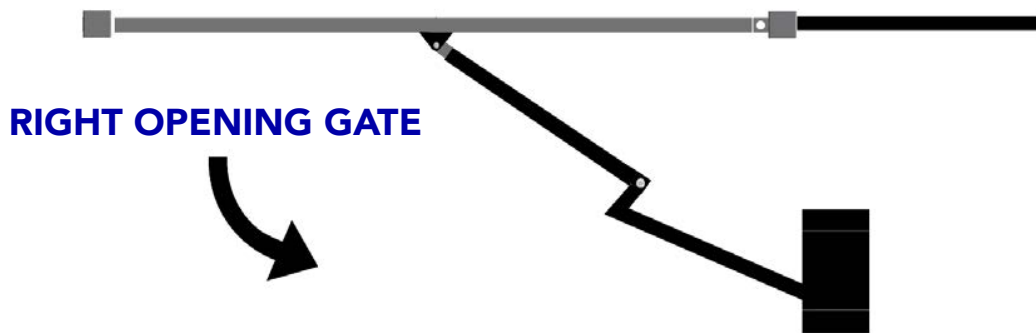


NOTE:
If a gate moves in opposite direction from what is expected, reverse the motor power lead wiring (red & black wires) for that motor.

IMAGE 12A-1: LEFT OPENING GATE: ACTUATOR TO CONTROL BOARD WIRING

12B WIRE ACTUATOR CABLE TO CONTROL BOARD (RIGHT)

For **RIGHT** opening gates, wire the actuator cable to the control board as shown below:



NOTE:

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

IMAGE 12B-1: RIGHT OPENING GATE: ACTUATOR TO CONTROL BOARD WIRING

12C WIRE ACTUATOR CABLE TO CONTROL BOARD (DUAL)

For **dual** opening gates, wire the actuator cable to the control board as shown below:

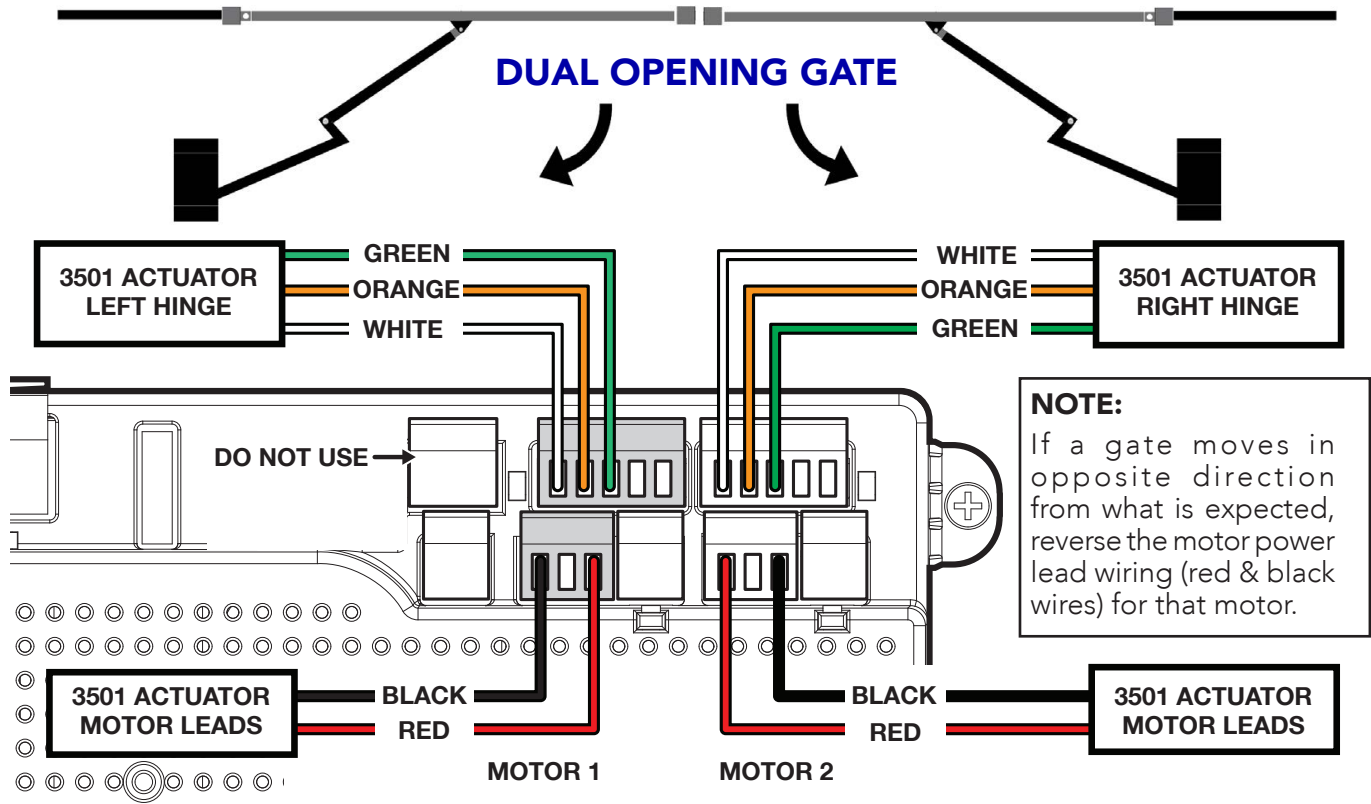


IMAGE 12C-1: DUAL OPENING GATE: ACTUATOR TO CONTROL BOARD WIRING

13 INSTALL CONTROL BOX AND APPLY POWER

At this point it is necessary to apply power to the control board in order to set the limit collars in the next instruction. Refer to the control box installation manual for instructions on installing the control box and applying power to the control board and the actuator motor.

NOTE: Apply power to the control board, but do not put the control board through the “Learning” process described in the Control Box installation manual until after the limit collars have been adjusted per INSTRUCTION 14 in this manual.

IMPORTANT!

There is a “motor switch” on the bottom of the drive chassis used to de-energize the motor for manually opening the gate. However, if this switch is inadvertently turned OFF during installation, the motor will not operate. See INSTRUCTION 16, IMAGE 16-1 for switch location and ON/OFF orientation in case this is an issue.

14

SET OPEN AND CLOSE LIMIT COLLARS

After control box installation and application of power, but before the control board “learning” procedure, the gate may be opened or closed by pressing (and holding) the OPEN or CLOSE buttons. Note that the MOTOR 1 Limit LED is for single gate systems, and the MOTOR 2 Limit LED is used for a second gate.

- Loosen set screws on both limit collars to the point where each collar can be turned by hand but still hold its place on the shaft.

NOTE: For dual gate installations, set one motor at a time.

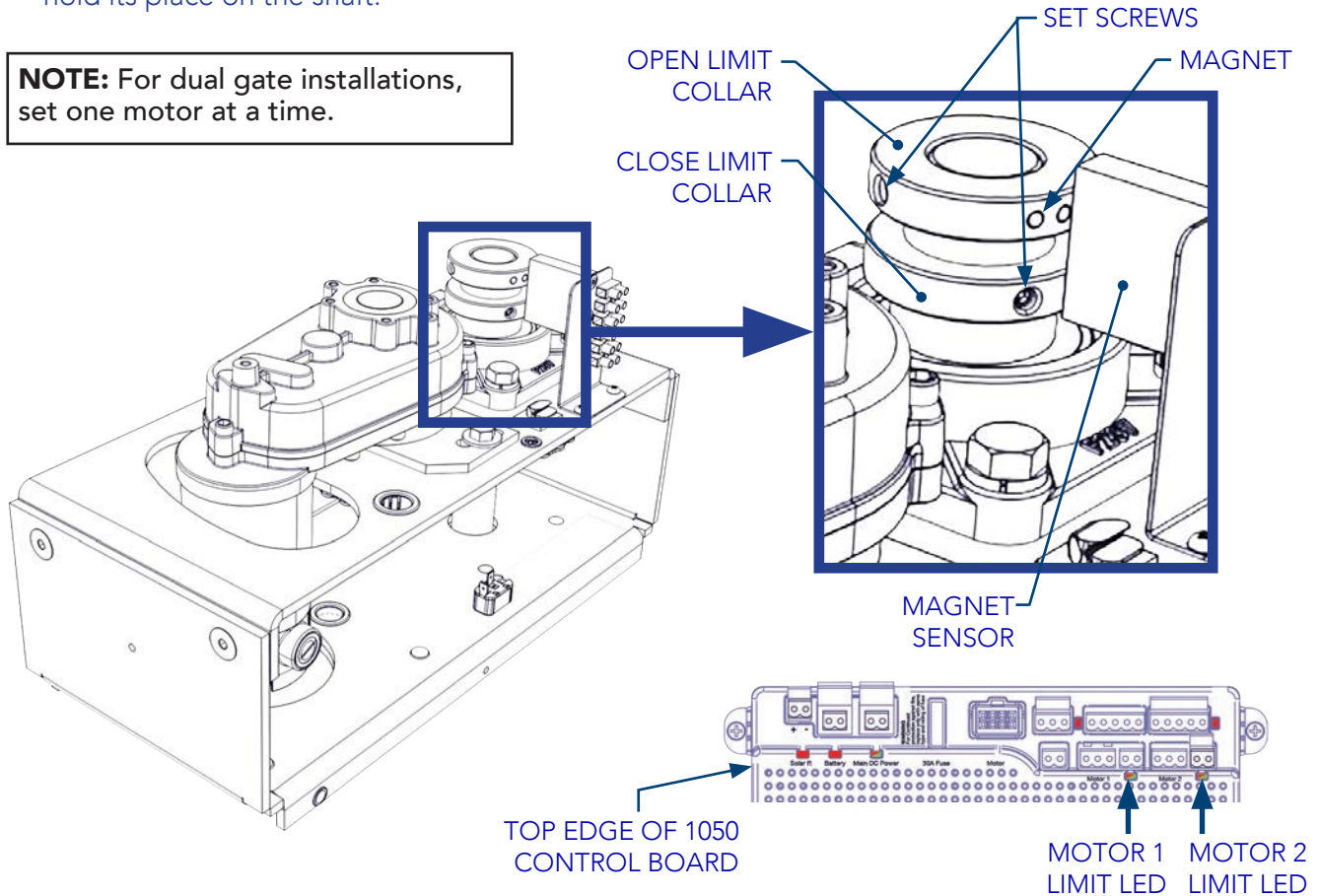


IMAGE 14-1: LIMIT COLLAR ASSEMBLY

IMAGE 14-2: MOTOR 1 & 2 LIMIT LEDs

- Using the OPEN button on the front of the Control Board, press (and hold) the button down until the gate reaches the desired open position.
- Rotate the OPEN Limit collar by hand until the appropriate Limit LED illuminates GREEN on the control board (IMAGE 14-2). The fully OPEN limit switch is now set. Re-tighten set screw. **NOTE:** If RED LED illuminates, reverse orange and white limit wires.
- Using the CLOSE button on the front of the Control Board, press (and hold) the button down until the gate reaches the desired closed position.
- Rotate the CLOSE Limit collar by hand until the appropriate Limit LED illuminates RED on the control board (IMAGE 14-2). The fully CLOSED limit switch is now set. Re-tighten set screw.

NOTE: If both limits are active simultaneously, the limit LED will appear orange

15 WELD OR BOLT GATE BRACKET TO GATE

Now that the open and close limit collars are set, weld the gate bracket to the gate supporting structure. If welding is not possible, drill two holes to match bracket and affix with two 3/8" -16x2-1/2" hex bolts and 3/8" nuts included in the kit (IMAGE 15-1).

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

IMPORTANT! Ensure bracket centerline is 2" BELOW the top of the mounting post for the actuator cassis. See IMAGE 2-1.

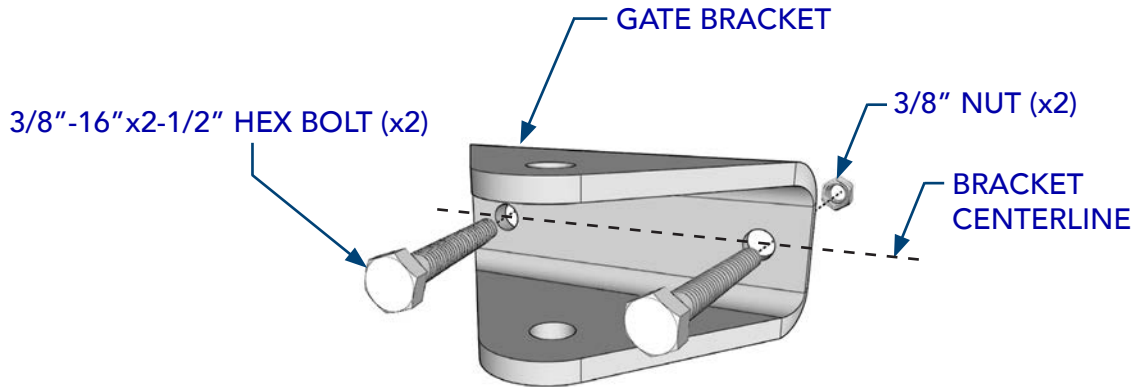


IMAGE 15-1: GATE BRACKET AND HARDWARE

16 MANUALLY OPERATING THE GATE

To manually open or close the gate, perform the following:

1. Flip the motor toggle switch on bottom of motor chassis to OFF per IMAGE 16-1 (flip toward motor).
2. Pull or push the gate at the actuator arm "elbow" or at edge of gate.
3. To put gate operator back into service, flip motor switch back to ON per IMAGE 16-1 (flip toward shaft).

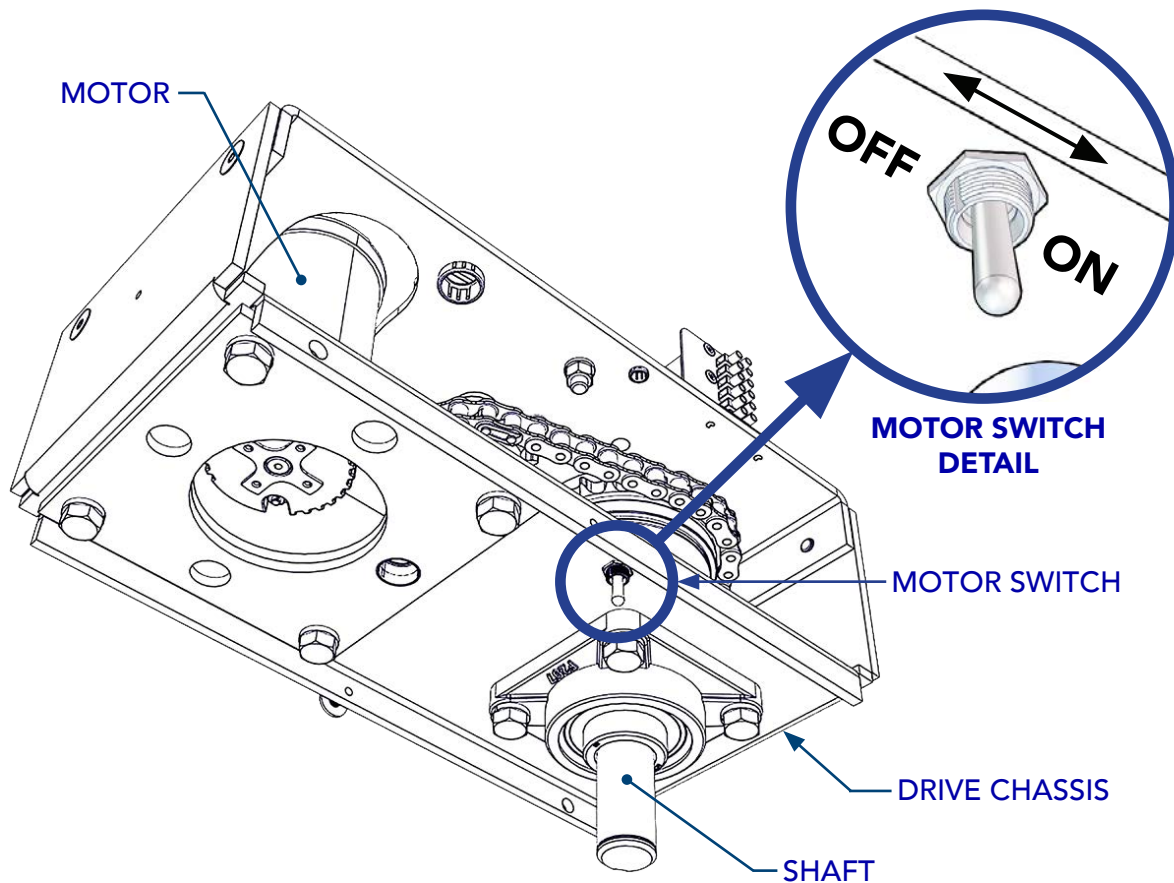
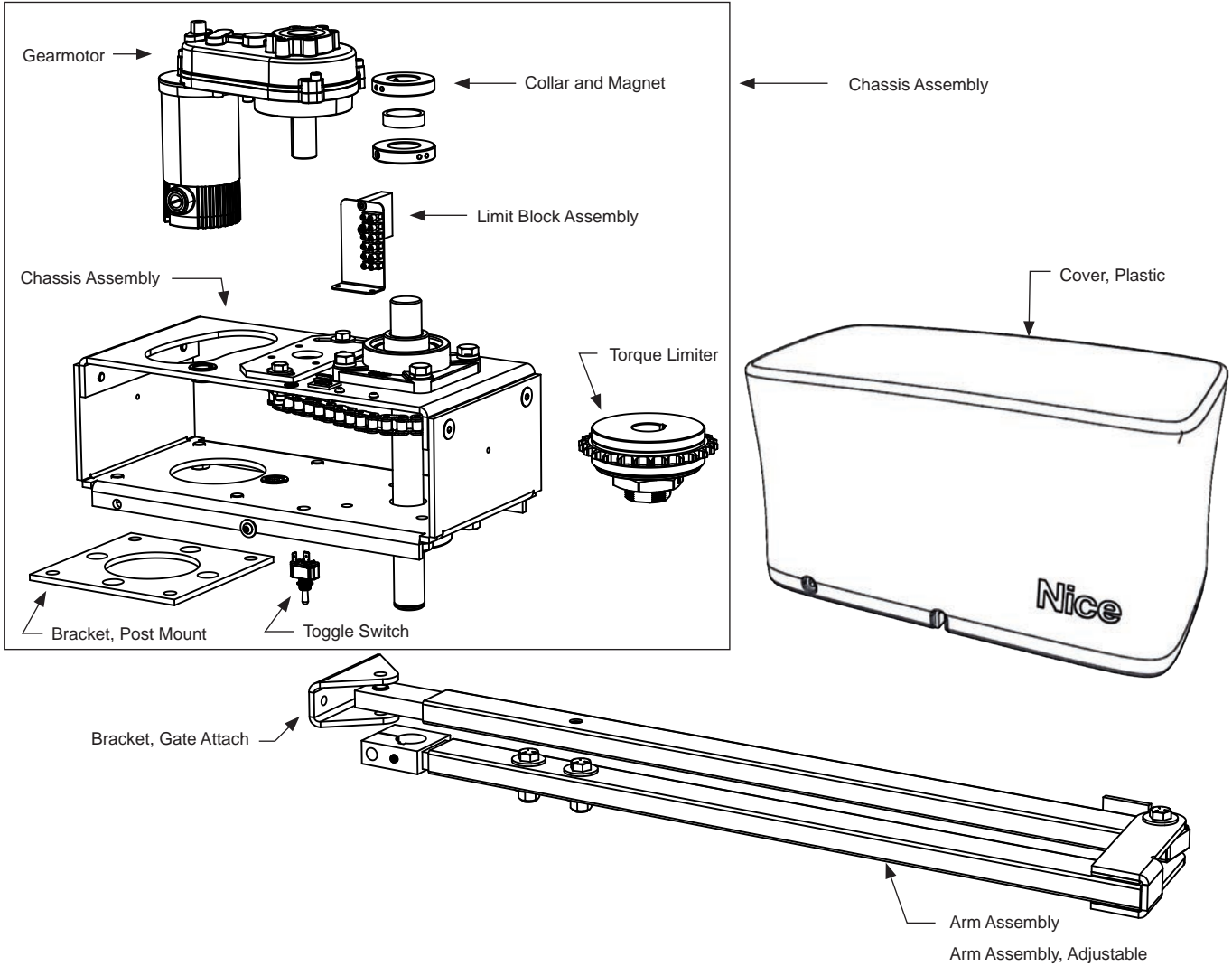


IMAGE 16-1: MOTOR SWITCH LOCATION AND ON/OFF ORIENTATION

NOTE: The motor switch should be used for manually moving of the gate whether the gate operator is powered or unpowered.

SECTION 6: PART DRAWINGS

CHBOX35 Motor Chassis and ABOX35 Arm Assembly Drawing



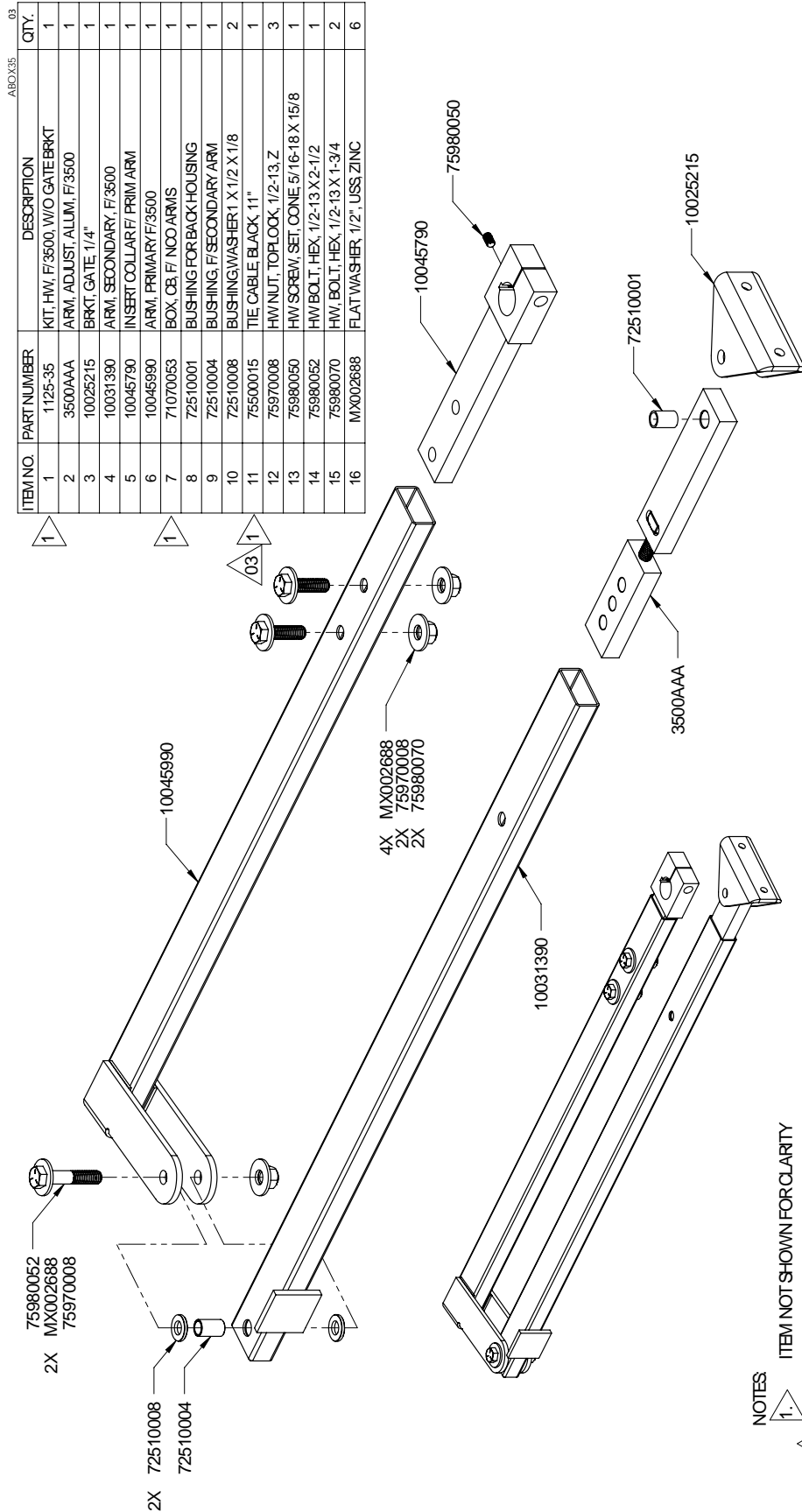
This drawing is a representation and should be used for parts reference only.

Part Name	Part Number	3501 Model
Arm Assembly	ABOX35	all
Arm Assembly, Adjustable	10021790	all
Bracket, Gate Attach Kit	10021290	all
Bracket, Post Mount	10038315	all
Chassis Assembly, 3501	CHBOX35	all
Collar and Magnet	10021490	all
Cover, Plastic	MX4774	all
Gearmotor	73090005	all
Limit Block Assembly	10058890	all
Toggle Switch	10024290	all
Torque Limiter	10040690	all

3501 Actuator

INSTALLATION REFERENCE MANUAL

ABOX35 Arm Assembly Drawing



NOTES

1. ITEM NOT SHOWN FOR CLARITY
2. USE SMALL CABLE TIE TO FIX UNBOLTED END OF PRIMARY ARM 10045990
3. USE 75500015 TO FIX PRIMARY ARM 10054490 TO SECONDARY ARM 10031390 FOR SHIPPING

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, 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