

WARRANTY

1. Warranty.

HySecurity Gate, Inc. ("HySecurity") warrants that at the time of sale each HySecurity-branded product that it sells will, in all material respects, conform to its then applicable specification and will be free from defects in material and manufacture.

The following additional durational warranties apply to HySecurity products, depending on whether (1) the product is purchased through an authorized HySecurity 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) HySecurity Products Purchased Through Authorized Distributors and Properly Registered

For any gate operator product that is purchased from an authorized HySecurity distributor (this excludes product purchased through internet resellers or any distributor not authorized by HySecurity), 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) Hydraulic industrial gate operator hydraulics, controls, and mechanical components: Five Years or 500,000 gate cycles (whichever occurs first) after the date of installation,
- b) Hydraulic wedge operator hydraulics and controls: Five Years or 500,000 cycles (whichever occurs first) after the date of installation. Wedge mechanical components: Two Years after the date of installation,
- c) Electromechanical pad-mounted Slide and Swing operators: Five Years or 500,000 cycles (whichever occurs first) after the date of installation, except single family residential usage, where the warranty term shall be Seven Years after the date the product was shipped from HySecurity,
- d) Electromechanical linear actuator Swing operators: Two Years after the date of installation,
- e) Electromechanical surface mount wedge operator electronics: Two Years or 500,000 gate cycles (whichever occurs first), after the date of installation,
- f) Electromechanical Barrier Arm Operators: Two years or 1,000,000 gate cycles (whichever occurs first) after the date of installation,

provided that the preceding Five Year warranty period in (a), (b), and (c) will not extend beyond seven years from the date that the product was shipped from HySecurity, and the Two Year warranty period in (b), (d), (e), and (f) 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 (g-j), which have a shorter warranty period:

- g) Hydraulic gate operator drive wheels, including XtremeDrive[™] wheels and rack: Two Years from date of installation.
- h) AC and DC power supplies, chargers, and inverters and HyNet[™] Gateway: Two Years from date of installation, except batteries.
- i) Batteries: One Year from date of shipment from HySecurity.
- j) 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) HySecurity Products Not Purchased Through an Authorized Distributor or Not Properly Registered within 60 Days

For any product that is not purchased from an authorized HySecurity 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 warranty will apply: HySecurity warrants that the product will remain serviceable for the following periods, which begin on the date that the product was shipped from HySecurity:

- a) All gate operators: One Year or 100,000 gate cycles, whichever comes first.
- b) AC and DC power supplies, chargers, or inverters: One Year.
- c) HyNet[™] Gateway: One Year.
- d) Hydraulic gate operator drive wheels: One Year.

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 another manufacturer's name plate 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. Exclusion of Other Warranties.

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

3. Buyer's Exclusive Remedies for Any Nonconformity.

If a HySecurity 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 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 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.

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 retains and reserves all right, title, and interest in the intellectual property rights of its 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.