

10-Year Warranty and Terms of Sale

MSA Cairns® Fire Helmets



1. The Effective Date of this 10-Year Warranty for MSA Cairns Fire Helmets is January 1, 2015. All MSA Cairns Fire Helmets manufactured on or after January 1, 2015, shall be covered by the terms issued under this warranty. This warranty supersedes any printed or electronic warranties provided with a MSA Cairns Fire Helmet which was manufactured on or after January 1, 2015.
2. All MSA Cairns Fire Helmets manufactured before January 1, 2015, shall be covered by the terms issued under the previous Warranty.
3. **Express Warranty**—MSA warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. This warranty applies to original assembled components of the fire helmet including: shell; impact cap assembly; and suspension. No agent, employee or representative of MSA has any authority to bind MSA to any affirmation, representation, or warranty concerning the goods sold hereunder.
4. **Limited Warranty**—Items designed for normal wear (such as reflective trim, ear laps, goggles, face shields and chinstraps) are covered for one year. See "Limited Warranty and Terms of Sale" (3600-115 MC) for warranty details on these products.
5. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs, repainting or modifications of the fire helmet as sold by MSA are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, abuse, or normal wear. MSA makes no warranty concerning replacement components (i.e., one that was not part of the original assembly) or non-certified accessories, but will pass on to the Purchaser all warranties of manufacturers of such components.

MSA Cairns Fire Helmets meet the current NFPA 1971 standard. Testing and training exercises (e.g., flashover and/ or high heat training) may damage the fire helmet. To avoid such damage, always use an aluminized helmet cover designed to work with applicable MSA Cairns Fire Helmets. Any heat damage to a fire helmet during training without an aluminized cover voids all warranties herein, express or implied.

6. **Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Destination, Freight Prepaid, to the Purchaser's named destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
7. **Exclusion of Accessories**—MSA Cairns Helmet Accessories made available for purchase by MSA are not part of the certified product and are excluded from this warranty. MSA Cairns Helmet Accessories include but are not limited to: front-pieces, front-piece brackets, and Traditional Bourkes. See "Limited Warranty and Terms of Sale" (3600-115 MC) for warranty details on these products.
8. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. **This warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof: MSA specifically disclaims any warranty of merchantability or of fitness for a particular purpose. In addition, MSA expressly disclaims any liability for economic, special, incidental, or consequential damages in any way connected with the sale or use of MSA products, including, but not limited to, loss of anticipated profits.**
9. MSA reserves the right to review and update the warranty terms, as needed, to comply with applicable laws or Standards.