

1.3 Warranty

ITEM	WARRANTY PERIOD
Chassis and electronics	Three years*
COMB, O ₂ , H ₂ S, CO, SO ₂ , IR sensors	Three years*
Cl ₂ , NH ₃ sensors	Two years*
ClO ₂ , HCN, NO ₂ , PH ₃ sensors	One year*

*For extended warranty offerings, contact MSA.

1.3.1 Warranty

This warranty does not cover filters, fuses, etc. As the battery pack ages, there will be a reduction in useable instrument run time. Certain other accessories not specifically listed here may have different warranty periods. This warranty is valid only if the product is maintained and used in accordance with Seller's instructions and/or recommendations.

The Seller shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or authorized service personnel or if the warranty claim results from physical abuse or misuse of the product. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning this product. Seller makes no warranty concerning components or accessories not manufactured by the Seller, but will pass on to the Purchaser all warranties of manufacturers of such components.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

1.3.2 Exclusive Remedy

It is expressly agreed that Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of Seller, or for any other cause of action, shall be the replacement at Seller's option, of any equipment or parts thereof, which after examination by Seller is

proven to be defective.

Replacement equipment and/or parts will be provided at no cost to Purchaser, F.O.B. Seller's Plant. Failure of Seller to successfully replace any nonconforming equipment or parts shall not cause the remedy established hereby to fail of its essential purpose.

1.3.3 Exclusion of Consequential Damage

Purchaser specifically understands and agrees that under no circumstances will seller 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 nonoperation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against seller.