

Mine Safety Appliances Company

Air-Line Respirator Lifetime Warranty and Terms of Sale

1. **Express Warranty**—Air-Line Respirators and/or components furnished under this order carry a Lifetime Warranty against material defects and/or faulty workmanship, with the exception of those components specifically identified herein. MSA 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 abuse, misuse, or normal wear and tear of the product. No agent, employee or representative of MSA may bind MSA to any affirmation, representation or modification of the warranty concerning the goods sold under this contract. MSA makes no warranty concerning components or accessories not manufactured by MSA, but will pass on to the Purchaser all warranties of manufacturers of such components. *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.*

Product Description	Warranty Period	Routine Air-Line Respirator Maintenance
Air-Line Respirators (less Cylinder)	Lifetime	MSA requires that the respirator be maintained as specified in the Operations and Instructions Manual; however, the warranty coverage is for material defects and/or faulty workmanship only, and is not dependent on performing routine maintenance. The material and labor costs of overhaul procedures and other routine maintenance are the responsibility of the purchaser and are not covered by the warranty.
Air-Line Respirators Cylinder	Until end of service life as controlled by gov't. reg/DOT	
Air-Line Respirators Replacement Parts	Lifetime	
Air-Line Respirators Critical Repair Parts	Lifetime	

2. **Exceptions**—The products below are excluded from MSA's Lifetime Warranty:

Product Description	Exception	Warranty Period
Facepiece Blank, Breathing Tube, Harness, & Nose Cup	Rubber Product	5 Year Limited/Age Deterioration
Electronic Speech Communication	Manufacturer's Warranty	1 Year
Non-Rechargeable Batteries	Expendable and/or Consumable Parts	N/A

3. **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. Purchaser's named place of destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
4. **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.



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Corporate Headquarters
P.O. Box 426
Pittsburgh, PA 15230 USA
Phone (412) 967-3000
www.MSAFire.com

U.S. Customer Service Center
1-800-MSA-2222

Fire Service Customer Service:
Phone 1-877-MSA-FIRE
Fax 1-800-967-0398

MSA International
Phone (412) 967-3354
FAX (412) 967-3451

MSA Canada
Phone 800-267-0672
Fax 905-238-4151

MSA Mexico
Phone 52 (2) 1 22 57 30
Fax 52 (5) 3 59 43 30

