

# Cairns

## Lifetime Warranty and Terms of Sale

1. **Express Warranty**—Cairns products and/or components furnished under this order carry a Lifetime Warranty against material defects and/or faulty workmanship, with the exception of the helmet shell, which carries a 5-year shell replacement warranty. Cairns/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 Cairns/MSA may bind Cairns/MSA to any affir-

2. **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 Cairns/MSA, or for any other cause of action, shall be the repair and/or replacement, at Cairns/MSA's option, of any equipment or parts thereof, that after examination by Cairns/MSA

3. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will Cairns/MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to,

mation, representation or modification of the warranty concerning the goods sold under this contract. Cairns/MSA makes no warranty concerning components or accessories not manufactured by Cairns/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.*

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 Cairns/MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

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 Cairns/MSA.

**Note:** This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



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