

Mine Safety Appliances Company
General Express Warranty and Terms of Sale

1. Express Warranty - MSA warrants that the product furnished is free from mechanical defects or faulty workmanship for a period of one (1) year. 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 misuse 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.

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 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. MSA's plant. Failure of MSA to successfully repair any non-conforming product shall not cause the remedy established hereby to fail of its essential purpose.

3. 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 nonoperation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. The impedance of the Supreme Pro Communications Headset is 32 Ohms. The circuit must not be subjected to a signal greater than 5 volts to prevent permanent damage. The maximum input signal must not exceed 399 mVrms (rms = root mean square of signal strength) to prevent the sound level through the speakers from exceeding 82 dB(A).