

7.0 Appendix

7.1 Warranty

MSA warrants the Ultima OPIR-5 Detector to be free from defects in workmanship or material under normal use and service within two years from the date of shipment.

MSA will repair or replace without charge any such equipment found to be defective during the warranty period. Full determination of the nature of, and responsibility for, defective or damaged equipment will be made by MSA personnel.

Defective or damaged equipment must be shipped to the MSA plant or representative from which the original shipment was made. In all cases, this warranty is limited to the cost of the equipment supplied by MSA. The customer will assume all liability for the misuse of this equipment by its employees, or other personnel.

All warranties are contingent upon proper use in the application for which the product was intended and do not cover products which have been modified or repaired without MSA approval or which have been subjected to neglect, accident, improper installation or application, or on which the original identification marks have been removed or altered.

Except for the express warranty stated above, MSA disclaims all warranties with regard to the products sold, including all implied warranties of merchantability and fitness, and the express warranties stated herein are in lieu of all obligations or liabilities on the part of MSA for damages including, but not limited to, consequential damages arising out of, or in connection with, the performance of the product.