

**Mine Safety Appliances Company**  
**General Express Warranty and Terms of Sale**  
**(Except SCBA & Air-Line Respirator)**  
**Safety Products Division**

- 1. Express Warranty** - MSA warrants that the product furnished under this order is free from mechanical defects or faulty workmanship for a period of one (1) year from first use or eighteen (18) months from date of shipment, whichever occurs first, provided it is maintained and used in accordance with MSA's instructions and/or recommendations. This warranty does not apply to expendable or consumable parts whose normal life expectancy is less than one (1) year such as, but not limited to, non-rechargeable batteries, filament units, instrument filters, lamps, fuses, helmet suspensions, limited-use clothing, gloves, etc. or to products whose life is controlled by government regulations such as cylinders. Safety Products Division rubber products including, but not limited to, facepieces, head harnesses, and nose cups are warranted against defects in workmanship for dry rotting of the rubber for a period of 5 years from the date of manufacture. Replacement parts and repairs are warranted for ninety (90) days from the date of repair of the product or sale of the replacement part, whichever occurs first. 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.
- 4. Additional Warranty Periods** - The following products carry warranty periods different than those stated in Paragraph 1 above:

**Mine Safety Appliances Company (MSA)  
General Express Warranty and Terms of Sale  
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**TABLE 1**

<b>Product Description</b>	<b>Product Hierarchy</b>	<b>Express Warranty Period</b>	<b>Express Warranty Limitations</b>
MSA CairnsHELMETS	00036	5 Years/Lifetime	Warranty period is from date of manufacture.  MSA CairnsHELMETS carries a Lifetime Warranty against materials defects and/or faulty workmanship with the exception of the helmet shell, which carries a 5-year shell replacement warranty.
Cap Lamp Batteries	00002	1 Year	Warranty period is from date of manufacture.
PAPR Motor-blowers and Parts Brush-type Brushless-type	00010	Use time: 1500 hours 5000 hours	
ICM	00010	1 Year	Warranty period is from date of manufacture.