

MSA Permanent Instrument Warranty

1. **Warranty-** Seller warrants that this product will be free from mechanical defect or faulty workmanship for the following period:

- Oxygen, Toxic, or Catalytic Combustible Sensor: eighteen (18) months from date of shipment or one 1 year from installation, whichever occurs first.
- Gas Monitor: eighteen (18) months from date of shipment or one 1 year from installation, whichever occurs first.

provided it is maintained and used in accordance with Seller'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, filter, lamps, fuses etc. The Seller 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 physical abuse or misuse of the product. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this contract. Seller makes no warranty concerning components or accessories not manufactured by the Seller, but will pass on to the Purchaser all warranties of manufacturers of such components.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANT ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

2. **Exclusive Remedy-** It is expressly agreed that Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of Seller, or for any other cause of action, shall be the repair and/or replacement at Seller's option, of any equipment or parts thereof, which after examination by Seller is proven to be defective.

Replacement equipment and/or parts will be provided at no cost to Purchaser, F.O.B. Seller's Plant. Failure of Seller to successfully repair any non-conforming product shall not cause the remedy established hereby to fail of its essential purpose.

3. **Exclusion of Consequential Damage-** Purchaser specifically understands and agrees that under no circumstances will seller 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 non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against seller.