

## 1.3 MSA Permanent Instrument Warranty

### Warranty

Seller warrants that this product will be free from mechanical defect or faulty workmanship for

- IR Dual source: ten [10] years from date of shipment, as determined by HART communication that both sources are non-functional
- Gas Monitor, excluding accessories: three [3] years from date of shipment
- Calibration cap: one [1] year from date of shipment

This warranty is applicable provided the product is maintained and used in accordance with Seller's instructions and/or recommendations.

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 onto 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 MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

### 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.

### 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.