

Mine Safety Appliances Company

FireHAWK® M7 Air Mask & FireHAWK® M7 Responder Air Mask Lifetime Warranty and Terms of Sale

1. **Express Warranty**—Air Masks and/or components furnished under this order carry a Lifetime Warranty against material defects and/or faulty workmanship, with the exception of those components specifically identified herein. 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 abuse, misuse, or normal wear and tear 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.*

Product Description	Warranty Period	Routine S.A.R. Maintenance
Air Mask (less Cylinder)	Lifetime	MSA requires that the air mask be maintained as specified in the Operations and Instructions Manual; however, the warranty coverage is for material defects and/or faulty workmanship only, and is not dependent on performing routine maintenance. The material and labor costs of overhaul procedures and other routine maintenance are the responsibility of the purchaser and are not covered by the warranty.
Air Mask Cylinder	Until end of service life as controlled by gov't. reg/DOT	
Air Mask Replacement Parts	Lifetime	
Air Mask Critical Repair Parts	Lifetime	

2. **Exceptions**—The products below are excluded from MSA's Lifetime Warranty:

Product Description	Exception	Warranty Period
Facemask Blank, Hoses & Nose Cup	Rubber Product	5 Year Limited/Age Deterioration
Clear Command Communications	MSA Limited Warranty	1 Year
FireHawk M7 Air Mask Electronics - Control Module HUD, Power Module, Communications Module	MSA Limited Warranty	3 ½ Years
Non-Rechargeable Batteries	Expendable and/or Consumable Parts	N/A

3. **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. Purchaser's named place of destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

4. **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 non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA.



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