

Limited Warranty and Terms of Sale

MSA Cairns® Fire Helmet accessories and replacement/"design to wear" components



1. **Express Warranty**—MSA warrants MSA Cairns Fire Helmet accessories, replacement parts and “design to wear” components (the “Products”) to be free from defects in materials and/or faulty workmanship for the warranty period of one year as prescribed in the chart below, provided they have been installed, used, and maintained in accordance with MSA’s instructions, manuals, or other written recommendations delivered with equipment. All warranty periods referenced below are from the date of sale to the original end-user unless otherwise noted. No agent, employee or representative of MSA has any authority to bind MSA to any affirmation, representation, or warranty concerning the goods sold hereunder. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

COMPONENT	MAINTENANCE
MSA Standard and Passport Fronts	MSA requires its MSA Cairns Fire Helmet and accessories, replacement parts and “designed to wear” components (the “Products”) be installed, used, and/or maintained as specified in the product instructions. The Products sent in for warranty repair will be inspected for signs of excessive rough handling and operation beyond specifications in the instructions. Repair and labor required for normal wear and tear are not covered under the warranty and are the responsibility of the original end user. Warranty coverage applies to defects in materials or workmanship only.
MSA Front Holders	
Face Shields, Goggles, NPFA Bourke’s Lenses and Traditional Bourke’s Lenses	
MSA Fire Helmet Chinstraps	
MSA Fire Helmet Reflective Striping	
MSA Fire Helmet Soft Goods (including ear covers)	

2. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, abuse, or normal wear. MSA makes no warranty concerning non-certified Products, but will pass on to the original end user all warranties of manufacturers of such components.
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. Destination, Freight Prepaid, to the Purchaser’s named 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 concerning the Products. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA.
5. MSA reserves the right to review and update the warranty terms, as needed to comply with applicable laws or Standards.