



## DENTAL LIMITED WARRANTY

### CERTIFICATE OF LIMITED WARRANTY AND DISCLAIMER

**WARRANTY:** Bite Tech, Inc. (Bite Tech) warrants this mouthguard/mouthpiece (as applicable) to be free from defects in material and workmanship which could cause damage or injury to the sound, natural teeth of the original purchaser herein when properly fitted and properly used (both as required below) for a period of one (1) year from the date of purchase.

**LIMITATION OF LIABILITY:** This limited warranty applies only to injuries to the purchaser's teeth that are free from any pre-existing natural or unnatural defect, including prior dental work. Bite Tech's obligation under this warranty shall be limited to the actual costs incurred by the user for necessary dental treatment by an appropriately licensed dental professional up to a maximum liability of \$500 per injured or replaced tooth with a maximum liability per incident of \$32,000. Bite Tech's obligation shall be reduced by any insurance coverage available to the user and applicable to the treatment of the injury claim. This limited warranty does not provide payment or indemnity for orthodontic treatments or preparation of a tooth to be used as an anchor for a bridge. Bite Tech reserves the right to determine to its satisfaction whether any defect is covered under this limited warranty.

The remedies set forth herein are exclusive and the total liability of Bite Tech with respect to use of this mouthguard, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise. In no event shall Bite Tech be liable for consequential, incidental or special damages.

**For Mouthguards:** This limited warranty only applies if the purchaser suffered a dental injury in a supervised athletic contest or coach-supervised training session not otherwise excluded. No warranty is provided for any damage or injury incurred during or in connection with any martial arts, mixed martial arts, boxing or similar fighting or combat sport or activity.

**For Mouthpieces:** Bite Tech shall not be responsible for any dental injury relating to the use of a mouthpiece product in a contact sport or any other event or activity that may result in an impact or stress to the head, jaw, mouth or to other parts of the body.

**CONDITIONS:** Bite Tech shall have no responsibility or liability hereunder, unless:

1. The mouthguard/mouthpiece was properly fitted, meaning that (i) the impressions of the owner's teeth were properly taken and a model was properly formed from such impressions, and (ii) the mouthguard/mouthpiece product was properly fitted to the owner, in each case by a Bite Tech authorized dental professional; and
2. the mouthguard/mouthpiece was not damaged or altered in any way, whether by chewing on the mouthguard/mouthpiece or by other action to alter its configuration or chemistry (other than by the prescribed fitting), except as occurs by natural use; and
3. a complete, written notice of the injury and damage, together with a copy of the receipt of purchase, is received by Bite Tech within thirty (30) days after the occurrence of the injury; and
4. the user provides a written statement from an appropriately licensed dentist providing necessary treatment within thirty (30) days after the date of injury that substantiates the injury, damage and treatment provided, together with identification of insurance coverage and insurance payments; and
5. for mouthguards, the user provides a statement by a supervising coach or participating game official that the mouthguard was in proper use of the time of injury; and
6. the applicable mouthguard/mouthpiece is returned to Bite Tech with the written notice of injury. The mouthguard/mouthpiece shall become the property of Bite Tech upon receipt of return.

**NO MOUTHGUARD CAN PREVENT ALL INJURIES OR ALL DENTAL DAMAGE AND NO SUCH WARRANTY IS BEING MADE. MOUTHPIECE PRODUCTS ARE NOT DESIGNED OR INTENDED TO BE USED TO PROTECT THE OWNER'S TEETH AND ANY SUCH USE SHALL VOID ALL WARRANTIES. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF A DEALING,**



**CUSTOM, USAGE OR TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED. ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED HEREIN, BITE TECH DISCLAIMS ALL LIABILITY FOR LOSS, INJURY OR DAMAGE BASED UPON NEGLIGENT DESIGN OR DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE WITHIN MOUTHGUARD/MOUTHPIECE.**

Keep this dental warranty, disclaimer and store receipt in your records. In case of injury, mail mouthguard/mouthpiece, store receipt, the notice of injury and accompanying statements to Bite Tech, Inc. This product is protected by one or more U.S. and international patents and pending patent applications. Please visit [www.armourBite.com](http://www.armourBite.com) for more details.