



## WARRANTY & REPLACEMENT

### **BITE TECH LIMITED WARRANTY COVERAGE:**

Bite Tech, Inc. ("Bite Tech") provides limited warranty coverage on its mouthguard and mouthpiece product as supplied to a dental professional for fitting on, and purchase by, customers as described herein. This limited warranty gives you specific legal rights; you also may have other rights, which vary from state to state. This limited warranty is provided only to the original purchaser of the mouthguard or mouthpiece from an authorized Bite Tech dealer. This warranty does not extend or apply to anyone else. The terms of this warranty cannot be changed or modified, except by a written agreement signed by an officer of Bite Tech.

### **COVERED PRODUCTS AND LIMITATIONS:**

Bite Tech's limited warranty coverage applies for a period of one (1) year to defects in materials and workmanship in the mouthguard or mouthpiece which cause damage or injury to the sound, natural teeth of owner. The warranty coverage period runs from the date of purchase of the mouthpiece or mouthguard from an authorized Bite Tech dealer and applies only to warranted defects that first manifest themselves and are reported to Bite Tech within the applicable warranty period. Bite Tech retains the right to determine to its reasonable satisfaction whether any claimed defect is covered by this limited warranty.

The warranty is subject to the following limitations and contingencies:

1. The owner of the mouthpiece or mouthguard product must have been engaged in a supervised athletic contest or coach-supervised training session at the time of the damage or injury.
2. Bite Tech shall not be responsible or liable for any payment or indemnity obligations for orthodontic treatments or preparation of a tooth to be used as an anchor for a bridge.
3. Bite Tech shall have no responsibility or liability hereunder unless the impressions of the owner's teeth were properly taken and a model was properly formed from such impressions by a licensed dental professional who was qualified to perform such activities in producing the mouthpiece or mouthguard product.
4. The mouthpiece or mouthguard product must have been properly fitted to the owner by a qualified and licensed dental professional.
5. The procedure for obtaining warranty coverage, as described below, is strictly adhered to.

### **REMEDIES UNDER THIS LIMITED WARRANTY:**

If a defect covered by this warranty occurs and such defect causes damage or injury to the sound, natural teeth of the owner, then Bite Tech (or one of its authorized dealers) will reimburse owner an amount equal to the lesser of the actual dental expense incurred by owner or Five Hundred Dollars (\$500) per injured or replaced tooth, up to a maximum of Thirteen Thousand Five Hundred Dollars (\$13,500) per incident. Bite Tech's obligations hereunder shall be offset by the amount of any insurance collected or payable for the damage or injury claimed. The aforementioned remedy is the exclusive remedy under this limited warranty. Except as described herein, Bite Tech has no responsibility or liability for any consequential or incidental damages, such as loss of use, storage charges, interest or finance charges, insurance or depreciation, which are specifically excluded and disclaimed from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Under the laws of certain states, there may be no implied warranties from Bite Tech applicable to your mouthpiece or mouthguard, and all implied warranties (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) are disclaimed where allowed by law. TO THE EXTENT ALLOWED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE PROVISIONS OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **RESPONSIBILITY OF PURCHASER:**

1. The owner must notify Bite Tech in writing of any claimed defect within thirty (30) days after first detecting the claimed defect. Bite Tech is not responsible for unreported warranted defects.
2. The written notice of defect must be substantiated by (a) a statement of a licensed dentist supported by a radiograph prior to the incident showing that the tooth (teeth) at issue was (were) of sound structure and no prior dental work or damage was done prior to the claimed injury; (b) a description of the injury supported by a post-injury dental radiograph showing the injured tooth (teeth); (c) a description of the necessary dental treatment which must have been completed within thirty (30) days after the date of injury or damage; (d) a copy of the submitted dental and medical insurance claims and a copy of the explanation of benefits from the dental and medical insurance carriers; and (e) a statement of a participating game official, if a supervised contest, or a supervising coach or school superintendent, if a practice or training session, that the mouthpiece or mouthguard was in proper use at the time of injury.
3. The mouthpiece or mouthguard, including any claimed defective part and a copy of the dental office receipt or other proof of purchase, must be returned to Bite Tech within the warranty period. The expense of returning and transporting the mouthpiece or mouthguard or any part is the responsibility of the owner, and will not be reimbursed by Bite Tech. Once returned, the product shall become the property of Bite Tech.

Bite Tech reserves the right to improve its products through changes in design or materials without being obligated to the owners of the mouthpieces or mouthguards of similar or the same model of prior manufacture. We may be contacted as follows:

Bite Tech, Inc.  
227 Colfax Avenue N., Suite 110  
Minneapolis, MN 55405  
612-604-5100.