

CERTIFICATE OF LIMITED WARRANTY AND DISCLAIMER

WARRANTY: Shock Doctor, Inc. ("Shock Doctor") warrants the within mouthguard unit to be free from defects in material and workmanship which could cause damage or injury to the sound, natural teeth of the purchaser herein when properly used in a supervised athletic contest or coach-supervised training session. This warranty shall extend for a period of one (1) year from the date of purchase.

Shock Doctor's obligations under this warranty shall be limited to the lesser of:

- i. The actual dental expense incurred by the user; or
- ii. \$469 per injured or replaced tooth, up to a maximum liability of \$15,000 per incident.

Shock Doctor's obligations hereunder shall be reduced by the amount of any insurance collected or payable for the damage or injury claimed. This certificate does not provide payment or indemnity for orthodontic treatments or preparation of a tooth to be used as an anchor for a bridge

Shock Doctor shall have no responsibility or liability hereunder unless:

- i. The mouthguard was fitted by claimant in accordance with the printed instructions accompanying this warranty; and
- ii. A complete written notice of the injury or damage is received by Shock Doctor within thirty (30) days after the occurrence of the injury or damage; and
- iii. The notice of injury is substantiated by a statement of a licensed dentist providing necessary dental treatment within thirty (30) days after the date of injury or damage and a statement of a participating game official, if a supervised contest, or a supervising coach or school superintendent, if a practice session, that the mouthguard unit was in proper use at the time of injury; and
- iv. The within mouthguard unit is returned to Shock Doctor with the written notice of injury. The mouthguard unit shall become the property of Shock Doctor upon receipt of return.

This warranty is made in lieu of all other warranties, express or implied, including but not limited to the implied warranty for a particular purpose and any implied warranty arising out of a course of a dealing, custom, usage or trade. Except as is otherwise expressly provided herein, Shock Doctor disclaims all liability for loss, injury or damage based upon negligent design or defects in materials and workmanship for the within mouthguard.

Keep this dental warranty, disclaimer and store receipt in your records. In case of injury, mail mouthguard, store receipt, the notice of injury and accompanying statements to Shock Doctor, Inc.