

CERTIFICATE OF LIMITED WARRANTY

**IMPORTANT: TO BE COVERED AGAINST DENTAL INJURY YOU
MUST KEEP AND PRESENT YOUR ORIGINAL PRODUCT
PACKAGING AND PROOF OF PURCHASE**

EXCLUSIVE LIMITED WARRANTY

Shield Mfg., Inc. (“SHIELD”) Tonawanda, New York, warrants that this mouth guard is free from defect in materials or workmanship which could cause damage or injury to the sound, natural teeth of the purchaser when properly used in a supervised athletic contest or coach-supervised training session. This Limited Warranty is good for a period of one (1) year from the date of purchase against any expenditure in an amount not to exceed the amount listed on the specific guard purchased (excess of any valid and collectable insurance that covers the injury) incurred by the purchaser for professional dental services, subject to the following express conditions:

- A. Mouth guard was fitted in accordance with SHIELD’s printed instructions.
- B. Written notice of injury and verification from the purchaser and a supervising athletic official accompanied by this certificate must be returned to SHIELD within thirty (30) days after the occurrence of the injury.
- C. The written notice of injury is substantiated by a licensed dentist providing necessary dental treatment within thirty (30) days of the date of injury.
- D. The mouth guard and the original packaging are returned to SHIELD with the written notification of injury. The returned mouth guard and product packaging become the property of SHIELD.
- E. The original proof of purchase and/or store receipt is returned to SHIELD.
- F. This original Certificate of Limited Warranty is returned to SHIELD.
- G. Payment is limited to the amount listed on your mouth guard package. Payment is made in excess of any valid and collectable insurance that covers the injury.
- H. No payment shall be made under this Limited Warranty after a period of three (3) years from the date written notice of injury is given.
- I. This Limited Warranty EXCLUDES: (i) orthodontic treatment; (ii) preparation of a tooth to be used as an anchor for a bridge; (iii) injury resulting from professional or paid athletics; (iv) injury in hockey competition or practice unless worn in combination with an approved AHAUS face mask; (v) rodeo competition or practice; (vi) ultimate cage fighting or mixed martial arts competition or practice; and (vii) only the original product purchaser may submit a claim under this Limited Warranty.

Choice of Law

This Limited Warranty shall be governed and interpreted under the law of the State of New York.

Arbitration

Any controversy or claim arising out of or relating to this Limited Warranty shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one. The place of arbitration shall be the State of New York.

DISCLAIMER OF IMPLIED WARRANTIES

This Limited Warranty is made in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, and any implied warranty arising out of course of dealing, performance, custom, usage or trade. Except as otherwise expressly provided herein, SHIELD disclaims all liability for loss, injury or damage based upon negligent design, failure to warn, or defects in materials and workmanship for the enclosed SHIELD mouth guard. In the event of injury, this Limited Warranty is the purchaser's sole and exclusive remedy against SHIELD.

If the law of the state in which you are domiciled does not permit a limitation of implied warranties, this limitation may not apply to you. If your state does not allow limitation on how long an implied warranty lasts, the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Federal law may also provide you with other legal rights.

This writing is intended as the final expression of agreement between SHIELD and the original purchaser with respect to warranties. If salespeople made oral statements regarding the warranties of the mouth guard, such oral statements are not warranties, may not be relied on by the original purchaser, and are not part of this Limited Warranty. This writing is the complete statement of the terms of any warranties offered by SHIELD. The purchaser acknowledges no promises, representations or other warranties, except as may expressly be set forth in this writing, have been made by SHIELD, and SHIELD makes no other warranty other than contained in this writing.

KEEP THIS CERTIFICATE AND PROOF OF PURCHASE FOR YOUR RECORDS.

Location/Store of Purchase _____ (Proof of Purchase Enclosed)

Date of Purchase _____

Nature of Injury _____ (Verification Enclosed)

Date of Injury _____

Location of Injury _____

Name _____

Address _____

City _____ State _____ Zip Code _____

FILL OUT THIS FORM WHEN MOUTH GUARD IS PURCHASED. IN CASE OF INJURY, RETURN THIS
FORM TO SHIELD WITH REQUIRED ENCLSORES.