

Extreme Impact Mouthguards Warranty

Mouthguard Warranty \$15,000

CERTIFICATE OF LIMITED WARRANTY AND DISCLAIMER

I. **WARRANTY.** Damage Control Athletix, LLC d/b/a Damage Control Mouthguards ("Damage Control Mouthguards") hereby warrants the Damage Control Mouthguard purchased herewith to be free from defects in material and workmanship which could cause damage or injury to the sound, natural tooth or teeth of the original purchaser when used properly in a supervised athletic contest or coach-supervised training session. This Limited Warranty and Disclaimer ("Dental Warranty") shall extend for a period of 1 year from the date of purchase of the Damage Control Mouthguard. This Dental Warranty is the exclusive remedy and shall only extend to the original purchaser of such Damage Control Mouthguard above. Damage Control Mouthguard's obligations under this Dental Warranty shall be limited to the lesser of:

- i. The actual dental expense incurred by the original purchaser for dental injury or damage to the original purchaser's tooth or teeth; or
- ii. \$468.75 per injured or replaced tooth, up to a maximum total liability of \$15,000 per incident. Dental or tooth injuries that occur during the same athletic contest or coach-supervised training session shall be deemed to be one incident, regardless of the number of rounds, practices, breaks, contests, and/or fights that occur during such athletic contest or training session and regardless of whether the damages or injuries are separated in time or occurrence or are the result of one or more rounds, contests, and/or fights involving one or more partner(s) or opponent(s) and/or the same or different partner(s) or opponent(s).

Damage Control Mouthguards' obligations hereunder shall be reduced by the amount of any insurance that is or may be collected, available, or payable for the damage, injury or liability claimed, regardless of the source of such insurance. Damage Control Mouthguards may require any person making the warranty claim to assign any insurance policies, claims, payments, or proceeds to Damage Control Mouthguards as a condition of payment under this Dental Warranty. Damage Control Mouthguards may require the person making the warranty claim to grant Damage Control Mouthguards the right of subrogation to any insurance policies, claims, payments, or proceeds as a condition of payment under this Dental Warranty. This certificate does not provide payment or indemnity for orthodontic treatments or preparation of a tooth or teeth to be used as an anchor for a bridge. This Dental Warranty shall not apply to dental expenses necessitated by a preexisting dental or orthodontic condition.

II. **Exclusive Method for Obtaining Dental Warranty Coverage.** Damage Control Mouthguards shall have no liability or responsibility under this Dental Warranty unless:

- a. the claimant provides Damage Control Mouthguards with a full and complete written notice of the injury or damage, including all documents listed below, all of which are actually received by Damage Control Mouthguards at the address provided herein within twenty (20) days of the date of occurrence of the injury or damage being claimed under this Dental Warranty; and
- b. the notice of injury is substantiated by a written statement from all professionally licensed dentists who rendered treatment to or on behalf of the claimant. Such written statement(s) must:
 - i. itemize the cost per tooth for such dental treatment of the injured or damaged tooth or teeth claimed hereunder; and
 - ii. provide a professional medical opinion that the claimant's injury or damage to the tooth or teeth occurred while claimant was wearing a mouthguard; and
 - iii. provide a radiograph (x-ray) of the injured or damaged tooth (or teeth) that was taken prior to the date of the claimed damage or injury and that shows the injured or damaged tooth or teeth to be of sound dental structure and medical condition(s) and further shows no prior dental work was performed or damage was done to the tooth or teeth prior to the complained-of injury; and
 - iv. provide a radiograph (x-ray) of the injured or damaged tooth or teeth that was taken immediately after the damage or injury; and
 - v. certify that such dentist(s) performed dentally- or medically-required dental work to the injured or damaged tooth or teeth within twenty (20) days of the date of the injury or damage; and
 - vi. include a true copy of all the submitted dental and medical insurance claim forms that relate to the injured or damaged tooth or teeth and the dental work that was performed thereon; and
 - vii. include a true copy of the explanation of any benefits from the dental and/or medical insurance carrier(s); and
- d. a written statement by a participating game official (if damage or injury occurred during a supervised athletic contest), or a supervising coach or school superintendent (if damage or injury occurred during a supervised practice session), that the Damage Control Mouthguard was in correct and proper use (according to all manufacturer's instructions, including but not limited to instructions on Damage Control Mouthguards' website) and correctly fitted at the time of the damage or injury; and
- e. the Damage Control Mouthguard that was worn at the time of injury or damage to the tooth or teeth is returned to Damage Control Mouthguards along with all the

documentation and information required to obtain coverage under this Dental Warranty;
and

- f. the original Dental Warranty is returned to Damage Control Mouthguards; and
- g. the original Proof of Purchase is returned to Damage Control Mouthguards; and
- h. the original store receipt showing purchase of the Damage Control Mouthguard, or the Damage Control Custom Impression Kit, if applicable, is returned to Damage Control Mouthguards; and
- i. all documentation, information and other items required to obtain warranty coverage under this Dental Warranty are actually received by Damage Control Mouthguards, within twenty (20) days of the date of the claimed injury or damage to the tooth or teeth, via first class mail at the following address:

Damage Control AthletiX, LLC
Attn: Damage Control Mouthguards
2424 Washington St.
Albuquerque, NM 87110

The address above is subject to change without prior notice. Any change in such address shall be located in the "Contact Us" section of our website located at www.dcmouthguards.com. Upon the occurrence of any such change, the new address listed on our website shall be deemed the correct address for notice of any and all claims under this Dental Warranty.

This Dental Warranty is made in lieu of all other warranties, express or implied, including but not limited to any warranty of fitness for a particular purpose, warranty of non-infringement, any implied warranty arising out of a course of a dealing, custom, usage or trade, or any warranty relating to third party services. Except as is otherwise expressly provided herein, Damage Control Mouthguards disclaims all liability for loss, injury or damage based upon negligent design and/or manufacture or defects in materials and workmanship for the within product and any product to be delivered under separate cover, if applicable. Damage Control Mouthguards disclaims all liability for loss, injury or damage arising out of any claim related to or arising out of dealings with affiliated dental professionals and their employees.

The terms and conditions under this Dental Warranty are subject to change without prior notice. This Dental Warranty shall only cover products (namely, custom mouthguards) manufactured by Damage Control Mouthguards using dental impressions created with a Damage Control Custom Impression Kit. This Dental Warranty shall not cover any product not manufactured by Damage Control Mouthguards or any product modified in any way after such product has shipped to a customer, except for modifications resulting from natural use (i.e. wear and tear). Modifications made by Damage Control Mouthguards or an affiliated dentist at the direction or request of a

customer for any reason whatsoever may void this Dental Warranty. This Dental Warranty shall not cover any Damage Control Mouthguards products obtained through a sponsorship, direct or indirect, in whole or in part, of any individual, team or company by Damage Control Mouthguards. Damage Control Mouthguards may postpone any and all payments under this Dental Warranty for up to one (1) year from the date Damage Control Mouthguards rules a claim to be valid and payable. Damage Control Mouthguards shall have the exclusive right to make any and all payment(s) to a claimant under this Dental Warranty in monthly installments not to exceed \$100.00 (US). Any written statement(s) required to be provided by a claimant under this Dental Warranty must be executed and acknowledged by a notary public and initialed by claimant on every page submitted to be valid and properly submitted under this Dental Warranty.

SEVERABILITY. In the event that any of the covenants herein contained shall be held unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Dental Warranty and such unenforceable or invalid portion shall be severable from the remainder of this Dental Warranty.

CAUTION: ANY ATTEMPT BY A CLAIMANT TO FILE A FALSE CLAIM UNDER THIS DENTAL WARRANTY OR UNDERMINE THE LEGITIMATE OPERATION OF THE DENTAL WARRANTY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, DAMAGE CONTROL MOUTHGUARDS RESERVES THE RIGHT TO SEEK DAMAGES, LEGAL FEES AND COSTS FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW. Any dispute relating in any way to your visit to Damage Control Mouthguards or to products you purchase through Damage Control Mouthguards shall be submitted to confidential arbitration in New York, New York, except that, to the extent you have in any manner violated or threatened to violate Damage Control Mouthguards' intellectual property rights, Damage Control Mouthguards may seek injunctive or other appropriate relief in any state or federal court in the State of New Mexico, and you consent to exclusive jurisdiction and venue in such courts. The laws of the State of New Mexico shall govern this Dental Warranty. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.