



## CERTIFICATE OF LIMITED WARRANTY

TWG - The WrightGUARD™

### 1. Exclusive Limited Warranty

The WrightGuard, Inc., hereby warrants that The WrightGuard (TWG) mouthguard enclosed herein is free from defects in material and workmanship which could cause damage or injury to the medically and dentally sound and healthy natural teeth of the original Purchaser when used correctly according to all instructions in a properly supervised athletic contest or coach-supervised training session.

This Limited Warranty and Disclaimer ("Limited Warranty") shall extend for a period of one (1) year from the date of original retail purchase. This Limited Warranty shall only extend to the original purchaser of the TWG mouthguard enclosed herein ("Purchaser"), and is not transferable. This Limited Warranty is the exclusive remedy.

The WrightGuard, Inc.'s, obligations under this Limited Warranty shall be limited to the lesser of:

- (a) The actual dental expenses incurred by the original purchaser; or
- (b) \$900.00 per injured or replaced tooth, up to a maximum total liability of \$20,000 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 occur 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).

The obligations of The WrightGuard, Inc. under this Limited Warranty 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. The WrightGuard, Inc. may require the person making the warranty claim to assign any insurance policies, claims, payments, or proceeds to The WrightGuard, Inc., as a condition of payment under this Limited Warranty. The WrightGuard, Inc. may require the person making the warranty claim to grant The WrightGuard, Inc. the right of subrogation to any insurance policies, claims, payments, or proceeds.

This Limited and Disclaimer 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 Limited Warranty does not apply to dental expenses necessitated by a preexisting dental or orthodontic condition.

### 2. Exclusive Method for Obtaining Limited Warranty Coverage.

The WrightGuard, Inc. shall have no liability or responsibility under this Limited Warranty unless:

- a) The Purchaser provides a sworn written statement to The WrightGuard, Inc., that the TWG mouthguard was correctly fitted by the Purchaser in accordance with all printed instructions accompanying this Limited Warranty and the TWG mouthguard; and
- b) A full and complete written notice of the injury and damage is actually received by The WrightGuard, Inc., at the mailing address provided herein, within thirty (30) days after the occurrence of injury or damage; and
- c) The notice of injury is substantiated by a sworn written statement from all professionally licensed dentists who rendered treatment to or on behalf of the Purchaser. Such written statement(s) must:
  - i. Provide a radiograph (x-ray) of the injured or damaged tooth (teeth) that was taken prior to the accident and that shows the tooth (teeth) to be of sound dental structure and medical attention and further shows no prior dental work was performed or damaged was done to the tooth (teeth) prior to the complained-of injury; and
  - ii. Provide a radiograph (x-ray) of the injured or damaged tooth (teeth) that was taken immediately after the injury or damage; and
  - iii. Certify that he or she performed dentally- or medically-required dental work to the injured or damaged tooth (teeth) within thirty (30) days of the date of the injury or damage; and
  - iv. Include a true copy of all the submitted dental and medical insurance claim form(s) that relate to the injured or damaged tooth(teeth) and the dental work was performed thereon; and
  - v. Include a true copy of the explanation of any benefits from the dental and/or medical insurance carrier(s);and
- d) A sworn statement of a participating game official, if a supervised athletic contest, or a supervising coach or school superintendent, if a supervised training session, that the TWG mouthguard was in correct and proper use (according to all the manufacturer's instructions) and correctly fitted at the time of the damage or injury; and
- e) The enclosed TWG mouthguard is returned to The WrightGuard, Inc., along with all the documentation and information required to obtain coverage under this Limited Warranty; and
- f) The original Limited Warranty is returned to The WrightGuard, Inc., and
- g) The original proof of purchase is returned to The WrightGuard, Inc., and
- h) The original store receipt showing purchase of the enclosed TWG mouthguard is returned to The WrightGuard, Inc.; and
- i) All documentation, information, and other items required to obtain warranty coverage under this Limited Warranty is physically received by The WrightGuard, Inc., at the following address:

The WrightGuard, Inc.  
8201 Wisconsin Ave  
Bethesda, MD 20860

There should be no presumption of receipt because the Purchaser deposited these items in the mails of the United States Postal Service or in the custody and control of a private delivery or courier service. Purchaser shall bear the burden of proving actual receipt. Purchaser shall be solely responsible for all costs of mailing or shipment.

The TWG mouthguard and all other documents and information provided to The WrightGuard, Inc. shall become the sole property of The WrightGuard, Inc., upon receipt of return. Under no circumstances shall The WrightGuard, Inc. return the TWG mouthguard or any other documents or information, and Purchaser(s) shall indemnify and hold The WrightGuard, Inc. harmless for such retention.

### 3. Choice of Law

This Limited Warranty shall be governed and interpreted by the laws of the State of Maryland.

### 4. Limitation on Incidental and Consequential Damages

In no event shall this Limited Warranty cover incidental or consequential damages. The WrightGuard, Inc. specifically disclaims and warrants coverage or liability for incidental or consequential damages that may arise out of or relate to any use of the enclosed TWG mouthguard. However, some states do not permit the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

### 5. DISCLAIMER OF IMPLIED WARRANTIES.

THE WRIGHTGUARD, INC. SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED 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 DEALING, PERFORMANCE, CUSTOM, USAGE, OR TRADE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. THE WRIGHTGUARD, INC. DISCLAIMS ALL LIABILITY FOR LOSS, INJURY, OR DAMAGE BASED UPON NEGLIGENT DESIGNER DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE ENCLOSED TWG MOUTHGUARD. IF THIS LIMITED WARRANTY IS FOUND TO BE GOVERNED BY THE MAGNUSON-MOSS WARRANTY ACT, ANY IMPLIED WARRANTY THAT MAY SURVIVE THIS DISCLAIMER OF ALL IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY (ONE (1) YEAR FROM THE ORIGINAL DATE OF RETAIL PURCHASE).

NOTE: Some states do not allow limitations on how long an implied warranty lasts, or the exclusions, limitations of incidental or consequential damages so that the above limitations or exclusions may not apply to you. This limited warranty shall not be effective unless you complete and return the attached registration card within 30 days of the original purchase.

This Limited Warranty may be validated by having the Registration Certificate signed by the original Purchaser and the dealer and mailing to The WrightGuard, Inc. within thirty (30) days of the original purchase.

### 6. Merger and Integration.

This writing is intended as the final expression of the agreement between The WrightGuard, Inc. and the original Purchaser with the respect to warranties. No person, agent, distributor, dealer, service station, or company is authorized to change, modify, or extend the terms of this Limited Warranty in any manner whatsoever. The seller's salespeople may have made oral statements about the merchandise described in this contract. These statements are not warranties, should not be relied on by the Purchaser, and are not part of the contract for sale of this Limited Warranty. The entire Limited Warranty is embodied in this writing. This writing is a complete and exclusive statement of the terms of any warranties offered by The WrightGuard, Inc. The WrightGuard, Inc., makes no other warranty beyond that contained in this writing.

Keep this Limited Warranty, the original store receipt showing purchase of the enclosed TWG mouthguard, and the original proof of purchase for the enclosed TWG mouthguard for your records. In case of injury or damage, you must provide these items to The WrightGuard, Inc.. Your failure to keep these records may prevent you from seeking coverage under this Limited Warranty.



**TWG - The WrightGUARD™**  
8201 Wisconsin Avenue  
Bethesda, MD 20814  
301.907.8201  
[www.TheWrightGuard.com](http://www.TheWrightGuard.com)