



CERTIFICATE OF LIMITED WARRANTY AND DISCLAIMER

Ortho Technology, Inc. ("Ortho Technology") warrants to the original purchaser ("Purchaser") of this mouthguard ("Mouthguard") that the Mouthguard shall be free from defects in material and workmanship that could result in damage, loss or injury to sound natural teeth of the Purchaser when properly used in supervised athletic contests or coach supervised training sessions and when all of the conditions hereinafter mentioned are satisfied. This limited warranty ("Warranty") shall extend for a period of one (1) year from the date of Purchaser's original purchase at retail, and is not transferable and/or assignable.

Ortho Technology's liability for a defective Mouthguard is limited to the lesser of (a) actual dental expenses incurred by the Purchaser or (b) the sum of \$7,500.00 US Dollars (\$234.37) per injured or replaced tooth, up to a maximum liability of \$7,500 US Dollars (\$234.37) per accident; provided, however, Ortho Technology's obligations hereunder shall in all events be subject to the satisfaction by Purchaser of each of the conditions hereinafter listed, and any such liability of Ortho Technology shall be reduced by the amount of any insurance collected or payable to Purchaser for the damage, loss and/or injury claimed by Purchaser with respect to the Mouthguard.

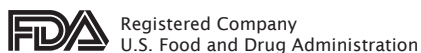
NOTWITHSTANDING any other provision of this Warranty to the contrary, Ortho Technology shall have no responsibility or liability to Purchaser whatsoever under this Warranty or for any other reason whatsoever unless (a) the accident and/or injury to Purchaser occurred in a supervised athletic contest or coach supervised training session for which the Purchaser was covered by a separate medical insurance policy covering the claimed damage and injury; (b) the Mouthguard was fitted by Purchaser in accordance with the printed instructions accompanying this Warranty; (c) a complete written notice from Purchaser of the injury, loss, accident and/or damage is received by Ortho Technology within twenty (20) days after the occurrence of the injury, loss, accident and/or damage addressed to Ortho Technology, Inc., Attention: Warranty Department, 17401 Commerce Park Blvd., Tampa, Florida 33647 (the "Notice"); (d) the Notice is substantiated by a statement of a licensed dentist providing necessary dental treatment within

ten (10) days after the date of injury, loss, accident and/or damage, together with a statement of a (i) participating game official, if the injury, loss, accident and/or damage occurred during a supervised contest or (ii) supervising coach if the injury, loss, accident and/or damage occurred during a practice session, as the case may be, that the Mouthguard was being properly used at the time the injury, loss, accident and/or damage occurred; (e) the Mouthguard is returned to Ortho Technology with the Notice (at which time it shall become the sole and exclusive property of Ortho Technology) (f) Purchaser supplies proof of purchase (original store receipt) to Ortho Technology with the Notice, which proof of purchase must contain the date of purchase; and (g) in no event shall this Warranty provide or be deemed to provide any payment or indemnity for orthodontic treatments or preparation of a tooth to be used as an anchor for a bridge.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS WARRANTY, Ortho Technology SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, LOSSES, EXPENSES OR INCONVENIENCE, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING OUT OF A BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE IMPOSED ON THE SALE OF THIS MOUTHGUARD UNDER STATE LAW ARE HEREBY EXPRESSLY DISCLAIMED.

Moreover, this Warranty does not cover any damage, loss and/or injury arising from non-supervised athletic contests or non-coached supervised training sessions, or from any activities which are not covered by a separate medical insurance policy insuring the Purchaser while engaged in such activities.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or implied warranties, so certain of the above limitations or exclusions may not apply to you in those states. This Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Warranty only applies to Mouthguards sold at retail to Purchaser.



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