

LIMITED DENTAL WARRANTY

1. WARRANTY

E. & S.A. West Pty Limited ACN 000 716 567 (RSG or Reliance Sporting Goods) warrants that this mouthguard is free from defects in material or workmanship that could cause damage, loss or injury to the sound natural teeth of the user when used properly in a supervised athletic contest or coach supervised training session.

This warranty is personal to the user who originally purchased the mouthguard and is valid for 1 year from the date of purchase.

2. LIMITATION OF LIABILITY

RSG's liability under this warranty is limited to the lesser of:

- the actual dental expenses incurred by the user; and
- the amounts for each listed mouthguard model stated as follows:

Mouthguard Model:	Amount for each injured or replaced tooth	Maximum liability for each accident
ProMax 11 Mouthguard	\$156	\$5,000
Custom Pro 3 Mouthguard	\$234	\$7,500
Combat Mouthguard	\$234	\$7,500
Super Pro 3 Mouthguard	\$313	\$10,000
Custom Pro Team Mouthguard	\$313	\$10,000
Pro Elite Mouthguard	\$469	\$15,000

RSG's liability under this warranty will be reduced by the amount of any payment or entitlement collected or payable for the damage or injury which is claimed under applicable insurance or under any statutory or other compensation scheme.

3. MAKING A CLAIM

To make a claim under this warranty the user must notify RSG in writing within 30 days of the alleged damage, loss or injury occurring

and at the same time provide RSG with the following statements and evidence:

- a statement from the user setting out the time, date and place at which the alleged damage, loss or injury occurred;
- proof of purchase by the user of the mouthguard, including evidence of the actual date of purchase and the particular store or outlet from which the mouthguard was purchased;
- a statement from a participating game official or supervising coach, instructor or teacher stating that the mouthguard was being used properly and in accordance with all applicable instructions at the time of the alleged damage, loss or injury;
- a statement from a licensed dentist who provided the necessary treatment to the user as to the cause of the alleged damage, loss or injury and including an opinion whether or not in his or her view the damage, loss or injury was attributable to a defect in the materials or workmanship of the mouthguard (such treatment to have been provided within 14 days of the alleged damage, loss or injury);
- if applicable, a statement from the user whether that user has made or is otherwise entitled to make a claim under applicable insurance or under any statutory or other compensation scheme; and

- the original mouthguard so that RSG has an opportunity to inspect and assess any actual or alleged defects in the mouthguard.

All notifications, statements and supporting evidence including the alleged defective mouthguard must be sent to RSG marked for the attention of the Claims Section, Reliance Sporting Goods, 40-42 McCauley Street, Alexandria NSW 2015 Australia.

4. EXCEPTIONS

This warranty does not apply:

- in respect of any damage, loss or injury due to or arising from:
 - the failure of the user to follow any published instructions for use (including the fitting, storage and handling of the mouthguard) provided by RSG with this warranty or in any subsequent notice;
 - any act or circumstance beyond RSG's control, including damage to the mouthguard after its sale or otherwise than in the course of its usual and expected use; or
 - the reuse of a damaged or defective mouthguard.
- in any case where the user suffers from a pre-existing dental condition for which the mouthguard did not afford or could not reasonably have been expected to provide sufficient protection.

This warranty is not available and affords no protection, indemnity or

compensation for root canal, orthodontic or cosmetic treatment or the bridging or anchoring of the user's teeth.

5. OTHER CONDITIONS

Except as set out in this warranty, RSG accepts no other or further liability for any damages or loss (including indirect, consequential or economic loss) and whether arising in contract, tort or otherwise.

This warranty is the only express warranty, guarantee or condition given by RSG with respect to the mouthguard. No other guarantee, warranty, condition or representation is given or made, express or implied, other than a warranty, condition or guarantee implied or mandated under applicable Federal, State or Territory legislation which may not be excluded, restricted or modified by that legislation. In any case in which a restriction or modification is permitted under applicable legislation RSG limits its liability to the fullest extent possible, in particular to the replacement of the mouthguard or reimbursement of its cost to the user.

6. GOVERNING LAW

This warranty is governed by the laws in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.