

Power Balance, LLC, 30012 Ivy Glenn, Suite 180, Laguna Niguel, California 92677 ("Power Balance," "our," or "we") provides the following limited warranties with respect to each new Power Balance™ Mouth Gear it manufactures and sells ("Mouth Gear") to the original user of the Mouth Gear ("you") on the terms and conditions below.

PLEASE CAREFULLY READ THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT BUY OUR MOUTH GEAR.

POWER BALANCE™ MOUTH GEAR LIMITED FRAME WARRANTY

Limited Frame Warranty: We expressly warrant to you that the frame of the Mouth Gear will not break or fracture, and that the bite pads will not detach from the frame of the Mouth Gear, for a period of six (6) months from the date of purchase when the Mouth Gear is used properly and in accordance with the printed instructions.

How Long Does Coverage Last? Six (6) months from the date you purchase the Mouth Gear. But, coverage terminates if you sell or otherwise transfer your Mouth Gear to someone else.

What is Covered? Breakage or fractures in, and detachment of the bite pads from, the Mouth Gear frame that occur during proper use in accordance with the printed instructions.

What is Not Covered? There is no coverage under this limited frame warranty for other defects in the Mouth Gear or other injuries or damages, such as those listed under **WHAT IS NOT COVERED** below, or for defects occurring outside the warranty period. Users must comply with all printed instructions or this warranty will be void.

What We Will Do. If you return the defective Mouth Gear to us as detailed below, we will replace Mouth Gear that breaches the limited frame warranty with a comparable product without additional charge to you.

How to Make a Warranty Claim. Simply contact us to make a warranty claim within the warranty period. We will respond to your claim as soon as possible. If necessary, we will make arrangements for you to return the Mouth Gear at no cost. The defective product and the original sales receipt or packing slip must be received within fourteen (14) calendar days of return authorization. Please make sure to package the product securely. For your protection, we recommend that you use a form of shipment that is both traceable and insurable. We are not responsible for any items that are lost or damaged in transit.

TO SUBMIT A WARRANTY CLAIM CONTACT POWER BALANCE:

at: <http://www.powerbalance.com/warranty>

Call us toll free at 1-888-487-7201, 7 a.m. - 5 p.m. PT Monday - Friday.

POWER BALANCE™ MOUTH GEAR LIMITED DENTAL WARRANTY

Limited Dental Warranty. We expressly warrant to you that the Mouth Gear will not cause any damage or injury to your healthy, natural teeth for a period of six (6) months from the date of purchase when the Mouth Gear is used properly and in accordance with the printed instructions in a supervised athletic contest or coach-supervised training session. ***Note the disclaimer below.**

How Long Does Coverage Last? Six (6) months from the date you purchase the Mouth Gear. But, coverage terminates if you sell or otherwise transfer your Mouth Gear to someone else.

What is Covered? Injury or damage to your healthy, natural teeth that occurs during use in a supervised athletic contest or coach-supervised training session, when the Mouth Gear is used properly and in accordance with the printed instructions, and the injury or damage is not otherwise covered by medical, dental, accident or liability insurance.

What is Not Covered? There is no coverage under this limited dental warranty for other defects in the Mouth Gear or other injuries or damages, such as those listed under **WHAT IS NOT COVERED** below, or for damage or injury occurring outside the warranty period. Users must comply with all printed instructions or this warranty will be void.

What We Will Do. If you meet the requirements detailed below, we will reimburse you for those damages that you incur to your healthy, natural teeth that are not otherwise covered by medical, dental, accident or liability insurance, up to the **lesser of:**

- The actual dental expense incurred by you; or
- \$1,250 per injured or replaced tooth, up to a maximum liability of \$40,000 per incident.

How to Make a Warranty Claim. Simply contact us to make a warranty claim within the warranty period and submit to us the following documentation, together with proof of purchase of the Mouth Gear within the warranty period:

- A complete written notice of the injury or damage within thirty (30) days after the occurrence of the injury or damage which must have occurred within the warranty period;
- The notice of injury must be substantiated by a notarized statement of a validly licensed dentist providing necessary dental treatment within thirty (30) days after the date of injury or damage; and
- The notice of injury must be accompanied by a notarized statement of a participating game official, if a supervised contest, or a supervising coach or school superintendent, if a practice session, that the Mouth Gear was in use by the injured party at the time of injury.

WHAT IS NOT COVERED. The following are not covered under either of the warranties above:

- damage or injury caused by misuse, abuse, modifications, negligence, or due to extraordinary wear and tear or use not in accordance with the printed instructions or in activities other than a supervised athletic contest or coach-supervised training session;
- improper usage including (a) chewing, trimming, or otherwise using the Mouth Gear in a manner that is inconsistent with its intended use, and (b) usage (i) by wearers under the age of 13, (ii) with braces or other orthodontic appliances, (iii) with dental implants, (iv) in a known broken or defective condition, or (v) after modification;
- damage to the gums, soft tissues, bones, muscles or other dental or facial damage, and does not cover tooth decay or infection. This warranty does not cover damage caused by any intervening event that results in improper fit.

THE FOLLOWING DISCLAIMERS ARE APPLICABLE TO BOTH THE LIMITED FRAME WARRANTY AND THE LIMITED DENTAL WARRANTY:

***Notice of Disclaimer.** The Mouth Gear is intended for use in sports activities. By their nature, sports activities are inherently dangerous. By purchasing the Mouth Gear, you assume all risks entailed in the sports activity and acknowledge that we cannot guarantee, and are not providing any guarantee or warranty, that the use of the Mouth Gear will protect or prevent the user from injury. Furthermore, we make no guarantee or warranty that use of the Mouth Gear will enhance the user's performance or ability. The Mouth Gear is being sold to the user based on the foregoing. Always check equipment prior to use. Any user modifications to this product may adversely affect its performance, comfort and safety. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MOUTH GEAR EXCEPT AS SET FORTH HERE. POWER BALANCE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY EXCEPT AS SET FORTH HERE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, POWER BALANCE EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF APPLICABLE LAW PROHIBITS THE DISCLAIMER OF IMPLIED WARRANTIES, AND IF PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY PERIOD SET FORTH HERE.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Exclusive Remedies. **THE REMEDIES DESCRIBED HERE ARE THE SOLE AND EXCLUSIVE REMEDIES OFFERED UNDER THESE LIMITED WARRANTIES. IN NO EVENT SHALL WE BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, ORDINARY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, TREBLE OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT OR OTHERWISE, WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE OR NOT.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Miscellaneous: This document is the entire agreement of the parties with respect to the subject matter, and supersedes all prior and contemporaneous agreements. This document is governed by the laws of the State of California excluding its choice of law rules. In the event of any legal action to enforce or interpret this warranty, the sole and exclusive venue shall be the state or federal courts in California. Failure to enforce any of the terms of this warranty shall not be construed as a waiver of such provision. All modifications to the terms of this warranty must be in a writing signed by both parties. These warranties give you specific legal rights, and you may also have other rights which vary from state to state. Whenever possible, each provision of these warranties shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.