

WARRANTY & DISCLAIMER

1. Definitions

- 1.1 **Customer** means the purchaser of a Neomorph Product;
- 1.2 **Dental claim** means a claim under the terms of this Warranty for repaired or replaced teeth that were physically protected by a properly fitted in accordance with the instructions provided Neomorph mouth guard at the time of an incident which, due to a defect in the Neomorph Product, resulted in injury to or loss of teeth;
- 1.3 **Major Fault** means a fault in a Neomorph product which:
 - 1.3.1 would have stopped the Customer from buying it if they had known about it;
 - 1.3.2 is significantly different from the sample or description;
 - 1.3.3 is substantially unfit for its common purpose and cannot be easily fixed within a reasonable time;
 - 1.3.4 is unsafe.
- 1.4 **Neomorph** means Neomorph Pty Ltd ACN 628 777 953. PO Box 10, Belair, South Australia 5052, AUSTRALIA. Ph: +61413 699 849. info@neomorphmouthguards.com.
- 1.5 **Neomorph Product** means a genuine Neomorph mouthguard purchased from an authorised seller;
- 1.6 **Warranty Period** means the period of one year from the date of purchase from an authorised seller.

2. Warranty

- 2.1 Neomorph warrants that the Neomorph Product supplied is free from defects in the material and workmanship which could cause damage or injury to sound, natural teeth when properly fitted in accordance with the instructions provided within and used in a supervised athletic contest or coach supervised training session.
- 2.2 This warranty shall extend for a period of one (1) year from the date of purchase from an authorised seller.

3. Making a Warranty Claim

- 3.1 Should any defect in the material or workmanship arise in the Neomorph Product within the Warranty Period, Neomorph will, subject to the terms of this warranty, remedy such fault free of charge provided:
 - 3.1.1 The Neomorph Product was properly fitted in accordance with the instructions provided within and used in a supervised athletic contest or coach supervised training session;

- 3.1.2 The Customer ceases using the Neomorph Product immediately upon first becoming aware of the alleged fault;
 - 3.1.3 A warranty claim and all supporting documentation (including the Neomorph Product itself) is submitted in writing to Neomorph within 30 days of the Customer first becoming aware of the alleged defect;
 - 3.1.4 The Neomorph Product is returned alongside the Warranty Claim; and
 - 3.1.5 The original proof of purchase is produced with the claim.
- 3.2 If the Customer is making a Dental Claim, then in order to make a claim, the Customer must also:
- 3.2.1 provide a statement from a licensed dentist providing necessary dental treatment within thirty (30) days after the date of injury or damage, which notes that the affected tooth/teeth was covered by the Neomorph mouth guard at the time of injury; and
 - 3.2.2 a statement of a participating game official, if a supervised contest, or a supervising coach or school official, if a training session, that the mouth guard was in proper use at the time of injury.
- 3.3 The Neomorph Product and required documentation must be returned by certified mail or Australia Post with tracking. The Customer should retain proof of postage.
- 3.4 Neomorph may reasonably request to undertake its own review of the alleged defect and dental damage and/or request to review copies of any medical scans including radiographs taken of the injured area.
- 3.5 The Customer is responsible for all freight, insurance, taxes, duties and any costs of returning the Neomorph Product to Neomorph. If Neomorph determines a defect to exist, it will provide the Customer with reasonable compensation for the costs of returning the goods.
- 3.6 Keep this dental warranty, disclaimer, and receipt of purchase in your records. In case of injury, mail the Neomorph Product, receipt, the notice of injury and accompanying statements via certified mail or Australia Post with tracking to:
- Claims at Neomorph Pty Ltd.
PO Box 10
Belair
South Australia 5052
Australia
- 3.7 If possible please also email info@neomorphmouthguards.com so we know to expect your documentation and can contact you should we not take receipt of the documents within 7 days. Alternatively if email is not available please phone +61 413 699 849.

4. Remediating the Defect

- 4.1 Where Neomorph determines there to be a defect in the Neomorph Product, Neomorph reserves its rights to replace the Neomorph Product or provide a refund.
- 4.2 Where there is a major fault, the Customer can elect between a refund or replacement.
- 4.3 Where any Neomorph Product is replaced, the warranty period for that replacement product will expire at the same date as the warranty for the original Neomorph Product.
- 4.4 In the case of Dental Claims, Neomorph will also compensate the Customer for reasonable dental expenses incurred by the Customer to repair or replace teeth that were physically protected by the Neomorph mouth guard and damaged at the time of the incident, where such damage was directly caused by the defect in the Neomorph Product. Neomorph will not be liable for any dental expenses incurred subsequent to the original repair or replacement of such damaged teeth including the replacement, correction or improvement of any dental work the subject of a Dental Claim.

5. Limitations/Exclusions

- 5.1 The warranty will not apply, and Neomorph will be under no liability whatsoever if the Neomorph Product is stretched, trimmed, exposed to extreme thermal or environmental conditions or otherwise not properly fitted or Neomorph is otherwise of the opinion that the Neomorph Product has been misused or used outside of a supervised athletic contest or coach-supervised training session or by a person whose teeth the Neomorph Product is not properly fitted for or otherwise not in strict accordance with the printed instructions accompanying the warranty.
- 5.2 This warranty does not cover Dental Claims in relation to:
 - 5.2.1 teeth that were not physically covered by the mouth guard;
 - 5.2.2 teeth with pre-existing conditions, defects, dental work or injuries;
 - 5.2.3 orthodontic treatments; or
 - 5.2.4 preparation of a tooth to be used as an anchor for a bridge.
- 5.3 Where a Dental Claim is made by the Customer, any amount which Neomorph would otherwise pay under clause 4.4 shall be reduced by the amount of any insurance that the Customer may claim for the dental treatment.
- 5.4 Save and except for that provided for within this warranty, Neomorph accepts no liability (whether expressed or implied) of any nature whatsoever for any consequential loss, damage or injury arising as a result of any fault in the Neomorph Product.
- 5.5 Neomorph shall have no responsibility or liability unless the requirements for making a valid warranty claim set out at paragraph 3 above are strictly complied with.

- 5.6 For the avoidance of doubt, any Neomorph product containing defects shall become the property of Neomorph upon its return.
- 5.7 To the extent that the Neomorph Product is not used for personal domestic or household use, Neomorph accepts no liability of any nature whatsoever and the action which Neomorph will take in respect of any Warranty Claim is limited to a replacement of the Neomorph Product.

6. **Interaction with the Australian Consumer Law**

- 6.1 If the sale of a Neomorph Product to which this warranty applies is for a supply of goods to a consumer within the meaning of the Australian Consumer Law, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law.
- 6.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 6.3 To the extent that the Australian Consumer Law permits Neomorph to limit its liability:
 - 6.3.1 Neomorph's liability for any non-excludable condition or warranty is limited to (at Neomorph's option), in the case of goods, the cost of repairing, replacing or supplying equivalent goods, or payment of the cost of repairing, replacing or supplying equivalent goods to the Customer; and
 - 6.3.2 Neomorph excludes all other conditions and warranties implied by custom, the general law or statute.

7. **Non-Australian Markets**

- 7.1 To the extent that the law of the jurisdiction in which the Neomorph product was purchased permits it to do so, Neomorph limits its obligations under this warranty to the lesser of:
 - 7.1.1 the actual dental expense incurred by the user; or
 - 7.1.2 \$1,000 \$AUD per injured or replaced tooth, up to a maximum liability of \$32,000 \$AUD per incident.
- 7.2 For the avoidance of doubt all terms and conditions in paragraphs 1-5 of this document apply to warranty claims in non-Australian markets.

8. WARNINGS

- 8.1 This Neomorph Product is not, nor is it intended to be, a sterile product. Follow the instructions regarding cleaning and storage.
- 8.2 This Neomorph Product is intended for to be fitted for and used by one individual only.
- 8.3 If using this Neomorph Product with orthodontic appliances, consult your orthodontist prior to fitting.
- 8.4 Do not stretch, enlarge, chew or distort the Neomorph Product. This may thin out the material, have an impact of the fitting and reduce the protection qualities of the guard.
- 8.5 Do not overheat the Neomorph Product (over 80°C).
- 8.6 Protect your Neomorph Product from warm environments, such as hot dashboards in cars.
- 8.7 Do not clean the Neomorph Product in your dishwasher or washing machine, this will lead to deforming and weakening of the material.
- 8.8 Do not disassemble, try to repair or trim the Neomorph Product. There are no user-serviceable parts in the Neomorph Product.
- 8.9 Regularly inspect the Neomorph Product for damage and immediately stop using if damage is discovered. A damaged guard could reduce protection and be a choking hazard.
- 8.10 The warranty will be void where noncompliance with these warnings leads Neomorph to conclude that the Neomorph Product has been misused or used outside of a supervised athletic contest or coach-supervised training session or otherwise not in strict accordance with the warranty and the printed instructions accompanying the warranty.