

FRANKLIN SPORTS, INC.

17 Campanelli Parkway, PO Box 508, Stoughton, MA 02072
(T): 800-225-8649 or 781- 344 -1111 (MA residents only); (F): 781-344-3646

No. 5346

Guidelines for Proper Use



Read all directions and enclosed information carefully before fitting your mouthguard. Wear your mouthguard at all times during play to avoid dental injury. Be careful when using boiling water. Do not put mouthguard into mouth directly from hot water. Adult supervision required. Discard and replace if top and bottom teeth break through mouthguard. Injury, including loss of teeth, may occur to you despite the use of this mouthguard. No mouthguard can prevent all injuries a user might receive while participating in athletic activities. All sports activities have intrinsic hazards and participation in such sports implies acceptance of some risk of injury.

Directions:

1. Insert three prong mouthguard clip, with strap attached, into mouthguard. Make sure all three prongs are completely inserted into the mouthguard. Do not detach mouthguard clip or strap from mouthguard during fitting process.
2. Boil water in a 1 quart pan. Fill another container with cold water. After water has boiled, remove from burner and place next to container of cold water on heat resistant surface. Let stand for 1 minute. Holding mouthguard by the end of its strap, place mouth portion of mouthguard in pot of hot water for 12 seconds (if you wear braces, place in hot water for 10 seconds).
3. Remove mouth guard from hot water and place in cold water for 2 seconds, then immediately place guard in mouth while in front of a mirror. (Mouthguard should be warm but not hot).
4. Gently bite down. Use your fingers or tongue to push the mouthguard tightly against your upper teeth to ensure it is flat against your front teeth.
5. Use a strong sucking motion to ensure all air and water are out of the mouth guard.
6. Remove the mouthguard from your mouth and place in cold water container for 30 seconds to set.
7. Try on to ensure proper fit. If proper fit not achieved, repeat Steps 1 through 5.
8. After fitting process is complete soak mouthguard with clip inserted into mouthguard in ice water for 1 minute.
9. Do not chew mouthguard.

Helpful Hints:

1. If your mouthguard is too large, trim off the ends before fitting.
2. To clean your mouthguard, rinse in cold water and brush with toothpaste.
3. Fit mouthguard in front of a mirror for best fit.
4. To attach strap to helmet, release hook and loop closure and attach to lower center front portion of wire cage.
5. When using mouthguard for non-helmet sports, remove and store strap in case.
6. Do not chew mouthguard.

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Full Limited Warranty and Disclaimer:

The information below limits your rights with respect to the product. Please read carefully.

Franklin Sports' ("Franklin"), obligations hereunder shall in all instances be subject to each of the conditions of this limited warranty ("Warranty").

Franklin warrants to the user ("User") of this mouth guard that mouthguard No. 5346 shall be free from defects in material and workmanship which could result in damage, loss or injury to User's natural teeth herein when properly used in supervised athletic competitions or coach-supervised practice sessions. This Warranty shall be effective for a period of one (1) year from the date of purchase.

Franklin's liability under this Warranty shall be limited to the lesser of:

- (1) The dollar amount of \$235.00 per injured or replaced tooth and the maximum liability of \$7,500.00 per incident;
- (2) The remaining dental expense incurred by the User after all applicable insurance payments. Any insurance collected or payable to User for the damage, loss and/or injury claimed by the User with respect to the mouthguard must be exhausted before Franklin has any obligations under this Warranty. In addition, this Warranty does not provide payment or indemnity for orthodontic treatments or preparation of a tooth to be used as an anchor for a bridge; or
- (3) The actual dental expense incurred by the User up to \$7,500.00.

NOTWITHSTANDING any other provision of this Warranty to the contrary, Franklin shall have no liability or responsibility hereunder unless:

- (1) The mouthguard was fitted by User in accordance with the printed instructions accompanying this warranty; and
- (2) The accident and/or injury to the User occurred in a supervised athletic event or coach supervised practice session for which the User was covered by a separate medical insurance policy which covers the claimed damage and injury (proof of such claims and all payments made pursuant to claim required); and
- (3) A substantiated statement of a participating game official, if a supervised athletic event, or a supervising coach or school superintendent, if a practice session, that the mouth guard was properly used at the time of the injury;
- (4) A complete written notice of injury, loss, accident and/or damage is received by Franklin within thirty (30) days after the occurrence of the injury or damage; and
- (5) The notice of injury, loss, accident and/or damage is substantiated by a statement from a licensed dentist providing all necessary dental treatment within thirty (30) days after the date of injury or damage, including complete X-rays prior to the incident and X-rays thirty (30) days after the treatment; and
- (6) The complete mouthguard unit is returned to Franklin with the written notice of injury. The mouthguard unit shall then become the property of Franklin upon receipt of return; and
- (7) User supplies proof of purchase (original UPC bar code) and original store receipt which must contain the date of purchase; and
- (8) User supplies certificate of the limited warranty as appearing on the packaging; and
- (9) User cooperates with requests for information.

This Warranty does not cover any damage, loss and/or injury arising from unsupervised athletic events or practice sessions not supervised by a coach, or from any other activities which are not covered by a separate medical insurance policy insuring the User while they are engaging in such activities.

This Warranty is made in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranty of fitness for a particular purpose, and any implied warranty arising out of a course of a dealing, custom, usage or trade. Except as otherwise expressly provided herein, Franklin Sports waives all liability for loss, injury or damage based upon negligent design or defects in materials and workmanship within mouthguard. Franklin expressly limits its liability to exclude any incidental or consequential damages, or implied warranties from the use of this product except as provided expressly herein.

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

Keep this Warranty in your records. In case of injury, mail mouthguard, store receipt, the notice of injury and accompanying statements to Franklin.

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SUBMITTING AN ORAL ARMOR CLAIM

Before completing this form, please read the entire Franklin Sports limited warranty (“Warranty”) as all claims are subject to the terms and exclusion stipulated in the Warranty. To avoid delay, ask your dentist to help you fill out the required information regarding treatment or consultations given. To ensure qualification under the Warranty, please return this form to Franklin Sports within 30 days of the incident even if treatment has not been completed.

To ensure payment of the benefit in connection with your injury, the following provisions must be met:

- (a) Damage must be apparent or anticipated within 30 days of the injury;**
- (b) The mouthguard worn at the time of injury must be returned with this form;
- (c) A detailed estimate/receipt from a dental professional for treatment must be submitted along with any supporting x-rays or other medical films, and all proof of submission to applicable medical and dental insurance and proof of medical and dental insurance payment/denial.

FRANKLIN SPORTS, INC. ORAL ARMOR CLAIM FORM FOR STYLE NO. 5346

17 Campanelli Parkway, PO Box 508, Stoughton, MA 02072

(T): 800-225-8649 or 781- 344 -1111 (MA residents only); (F): 781-344-3646

Full name of Claimant: _____

(Provide Parent's name also if under 18) _____

Address: _____

Date of Birth: _____

Home Tel. No: _____

Work Tel. No: _____

Details of Dental Injury::

Date: _____ Time: _____ Location: _____

How did the dental injury occur?

Name of Supervising coach/official: _____ Telephone No. _____

Details of attending dentist: _____

- Name _____
- Business Address _____
- Business Telephone No. _____

Are you covered by, or placing a claim under any other insurance relating to this incident? Yes/No

If yes, please provide us with the details of this claim:

Please provide us with the name and address to whom payment should be forwarded:

Name: _____

Address: _____

I declare that the dental injury of which details are given was caused by direct extra-oral impact and all the information provided above is true and complete and that the supervising coach/official may be contacted for verification.

I hereby authorize any dentist or any individual who treated me to provide Franklin Sports, or its representatives, any information concerning the above matters. I understand that Franklin Sports reserves the right to appoint an examiner or make other inquiries as it considers appropriate before accepting this claim.

Date: _____ Claimant's signature: _____

Name of Parent/Guardian: _____

Address: _____

Signature of Parent/Guardian:* _____

Date: _____

*Signature of Parent/Guardian required for any claimant under 18 years of age.