

## **LIMITED WARRANTY ON SURESMILE® RETAINERS**

*Effective January 1, 2023*

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.SURESMILE.COM OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.**

**WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

### **WHO MAY USE THIS WARRANTY?**

DENTSPLY SIRONA Orthodontics, Inc. d/b/a SureSmile® located at address 13320 Ballantyne Corporate Place, Charlotte, NC 28277 ("we") extend this limited warranty only to the patient for whom the product was originally prescribed ("you"). It does not extend to any subsequent owner or other transferee of the product.

### **WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers defects in materials and workmanship of the SureSmile® Retainer (the "product") for the Warranty Period as defined below.

### **WHAT DOES THIS WARRANTY NOT COVER?**

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any use or care instructions; (e) modifications; (f) normal wear and tear; or (g) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

### **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date your Retainer was shipped to you and lasts for 3 months (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective product during the Warranty Period, we will, replace such product free of charge. We will also pay for shipping and handling fees to return the replacement product to you.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must 1-888-672-6387 or email our Customer Care Team at [Suresmile-customer-care@dentsplysirona.com](mailto:Suresmile-customer-care@dentsplysirona.com) during the Warranty Period to obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA number.

### **LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**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.**