Valplast International Corporation

Limited Warranty

What Does This Warranty Cover? Valplast International Corporation ("Valplast") warrants to the original retail purchaser that it will replace your Valplast® removable denture base (subject to the "Exclusions" listed below) with a new, custom fabricated Valplast® denture base without dental laboratory fees charged, when such breakage is due to a defect in the material comprising the Valplast® removable denture base for the shorter of (a) so long as the original owner owns the Valplast® removable denture base, or (b) the lifetime of the original owner. This limited warranty shall only apply to material that is delivered to Valplast within the applicable warranty period and which, upon examination by Valplast, proves to be defective.

How Long Does The Coverage Last? This warranty lasts as long as you own your Valplast® removable denture base. This warranty extends only to the original purchaser of the Valplast® removable denture base. This warranty only covers the defective base material and is not meant to imply that the Valplast® removable denture base cannot be broken or will last forever.

Exclusions

This warranty does not cover and Valplast shall not be liable for the following:

- Defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, neglect negligence, alteration, accident, freight damage, improper repair, improper maintenance or repair, abnormal or excessive use, or failure to obtain a replacement in a timely manner, as prescribed by Valplast;
- Defects or damages that are a result of an act of nature (such as a flood or earthquake) or acts of war or terrorism;
- Damage resulting from improper use of parts or accessories that are not compatible with the Valplast® removable denture base, including but not limited to the breakage or fracture of denture bases that are not fabricated using genuine Valplast® denture base resin or genuine Valplast® equipment;
- Any damage or defect to all other components, including the artificial denture teeth attached to the Valplast® removable denture base and the bond between the base and the artificial teeth;
- Ordinary wear and tear on the Valplast® removable denture base such as discoloration, odor, deposits on the surface, looseness or poor fit;
- Defects or damages as a result of any modification of the Valplast® removable denture base during or after its delivery to the dentist by the dental laboratory or dental technician fabricating the dental appliance;
- Defects in the Valplast® removable denture base arising from improper fabrication by the dental laboratory (proper fabrication is based on Valplast recommended technical procedures and specifications and on the use of genuine Valplast® equipment);
- Products considered to be of a consumable nature;
- Cosmetic damage, including scratches or dents;
• Accessories or parts which are not genuine Valplast® materials manufactured on genuine Valplast® equipment; or

• Costs and expenses of routine maintenance and cleaning

How Do You Get Service? In order to be eligible for service under this warranty your Valplast® removable denture base MUST be evaluated by Valplast for inspection and analysis.

If something goes wrong with your Valplast® removable denture base, contact your dentist immediately. If the denture needs to be inspected for warranty purposes your dentist must send the following required items:

• The Valplast® removable denture base or appliance for inspection of the base resin.

• A completed warranty claim form (available at www.valplast.com).

• The certificate of guarantee that came with the Valplast® appliance.

• A copy of the original dated sales receipt.

• A prescription from the dentist for the replacement dental laboratory services.

These items should be sent to:

Valplast International Corp.
Denture Warranty Services
34-30 31st Street
Long Island City, NY 11106 USA

What Will Valplast International Corporation Do? Valplast will replace your Valplast® denture base with a new, custom fabricated Valplast® removable denture base, without dental laboratory fees charged to the prescribing dentist; provided, that, you must pay any and all professional fees to your dentist for their services in connection with this limited warranty. Valplast will inspect your denture and contact your dentist within 72 hours to give the results of its inspection and an evaluation of the apparent cause of the failure if Valplast determines that your appliance is excluded from warranty coverage according to the exclusion terms listed above. If the denture is excluded from the warranty, Valplast will provide estimated dental laboratory charges for the replacement or repair of your denture. If your denture is eligible for replacement under this warranty, or if you and your dentist elect to replace it in the event it is not covered under this warranty, Valplast will require a written prescription together with a set of working casts of your mouth to be provided by your dentist. Blank Valplast prescriptions are available at www.valplast.com for use by your licensed dental practitioner. If you and your dentist authorize the repair or replacement of the Valplast® appliance, Valplast will return the new or repaired appliance to your dentist within 10 business days (Monday through Friday) COD or with a prepayment for laboratory fees by your dentist. If you notify Valplast that you do not wish to proceed with repairs or replacement, Valplast will return your dental appliance to you in the condition received by us. Your appliance must be sent in by a licensed dental professional and will not be considered for warranty if it is sent in directly by the patient. Charges will not be applied for inspection of the Valplast® appliance.

EXCLUSIVE REMEDY
VALPLAST’S ONLY OBLIGATION UNDER THIS WARRANTY IS THE REPLACEMENT OF DEFECTIVE MATERIAL THAT COMPRISSES THE VALPLAST® REMOVABLE DENTURE BASE. VALPLAST SHALL NOT BE LIABLE AND HEREBY DISCLAIMS ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DELAYS OR LOSSES UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, OR LOSS OF PROFITS.

WARRANTY DISCLAIMER
THIS WARRANTY IS VALPLAST’S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. VALPLAST MAKES NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No dentist, dental laboratory or other third party or any employee thereof is authorized to make any modification, extension, or addition to this warranty. If any term of this limited warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected.

This limited warranty gives you specific legal rights. The consumer may also have other legal rights which vary from state to state or country to country. Some states and countries do not allow the exclusion or limitations of incidental or consequential damages or warranties or allow limitations on how long an implied warranty or condition may last, so the limitations or exclusions described may not apply to you. This limited warranty is governed and construed under the laws of the state or country in which the product purchase took place.