

O2Vent Optima[®]

Limited Warranty



This Limited Warranty is provided by Oventus Manufacturing Pty Ltd and its Affiliates ("Oventus"), and warrants that all O2Vent Optima[®] Devices ("Device") supplied shall be free from Defects in materials and workmanship and will perform in accordance with product specifications during the Warranty Period (specified in Section B below). All capitalized terms not defined in-text are defined in Section A.

This Limited Warranty gives you specific legal rights, and you may also have other rights and remedies available under applicable laws in the Area where your Device was supplied.

Oventus' obligations under this Limited Warranty are expressly limited to repairing or replacing any Device found, in the sole discretion of Oventus, to have a Defect during the Warranty Period.

A. Definitions

"Affiliates" means Oventus Medical USA Inc. and Oventus Medical Canada Inc.

"Area" or "Areas" means a State, Province, Territory, or other governmental region.

"Defect" means faulty componentry or Device functionality resulting from product design or manufacturing.

B. What does the Limited Warranty cover?

During the Warranty Period, as set out below, Oventus will repair or replace (at the discretion of Oventus) any Device with a Defect, subject to the terms of this Limited Warranty.

The Warranty Period for a Device begins on the date you receive your prescribed Device from your Dental Healthcare Professional ("Delivery Date") and ends when the Warranty Period below has elapsed:

| DEVICE | WARRANTY PERIOD |
|--|-----------------------------------|
| O2Vent Optima® nylon device - upper and lower tray | 36 months from the Delivery Date* |

This Limited Warranty does not cover the Connector Bands used to assemble the Device. For Connector Band resupply, speak to your Dental Healthcare Professional.

* The Warranty Period is not extended if the Device is adjusted or Oventus repairs or replaces the Device, except as provided in Section C3.

C. What conditions apply to this Limited Warranty?

This Limited Warranty is subject to the following conditions:

1. The Device must have been used, maintained and cleaned only in accordance with the Instructions for Use included with the Device and must only have been used by the individual for whom it was supplied.
2. Minor adjustments to the Device may be performed from time to time by a licensed Dental Healthcare Professional qualified through appropriate education and training in your Area. The Dental Healthcare Professional must perform such adjustments according to any directions and requirements provided by Oventus, as updated from time to time. Oventus shall not be responsible for the failure of any adjustment or fitting made by unqualified or unlicensed persons or for any act, omission, or negligence of a Dental Healthcare Professional.

3. **This Limited Warranty is void if, following a proper fitting, the patient receives any dental work, or suffers injury, damage, or changes to the mouth or teeth, unrelated to the Device, that changes the Device fit, requiring a new Device and warranty.**

D. Limitations

The following limitations apply to this Limited Warranty:

1. This Limited Warranty is not transferrable or exchangeable and it extends only to the person for whom it was supplied by a licensed Dental Healthcare Professional.
2. This Limited Warranty only applies in the Area where the Device was supplied.
3. This Limited Warranty does not cover damage caused by (a) improper or unreasonable use, (b) unauthorized modifications or repair, or (c) wear and tear due to normal use, including any change of colour that may occur over time.

This Limited Warranty excludes coverage of, and does not provide relief for, incidental, consequential, special or punitive damages or losses of any kind or nature, including but not limited to loss of use or inconvenience. Some Areas may not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

4. Oventus may request or require proof of purchase, photographs, invoice copies or other information from the customer relevant to the Device to assess any claim under this Limited Warranty.
5. Oventus explicitly excludes any liability for any personal injury, unforeseeable risks, or events beyond its reasonable control, including but not limited to labour shortages, government action, natural disasters, pandemics and epidemics.
6. This Limited Warranty supersedes any and all other warranties or representations made by Oventus, whether written or oral.
7. **To the extent permissible by applicable law, this Limited Warranty replaces all other expressed or implied warranties, including warranties of merchantability and fitness for a particular purpose. If applicable law prohibits this disclaimer of an implied warranty, then Oventus limits the duration of all implied warranties to the duration of this express Limited Warranty. Some Areas may not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

E. How do I make a claim under this Limited Warranty?

To make a claim for your Device under the Limited Warranty, you must return the Device to the Dental Healthcare Professional who supplied it to you within 30 days of becoming aware of the claimed Defect. Your claim must be received within the Warranty Period (i.e. within 36 months from the Delivery Date).

The Dental Healthcare Professional and Oventus will assess the Device for required repairs or Defects and will determine whether to send your Device to an authorized Oventus facility for servicing.

You may need to attend your Dental Health Professional's office in person for such assessment.

Warranty claims for a Device must be accompanied by dated proof of when supplied by the Dental Healthcare Professional.

Return postage fees will be assessed on a case by case basis when making a claim under this Limited Warranty. You are otherwise responsible for any costs and expenses, including for example transport costs, in making a claim under this Limited Warranty.

Australian consumers

This section and the following applies only to our goods and a Device supplied within Australia.

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.

Questions (all countries)

For the questions related to this Limited Warranty, contact your Dental Healthcare Professional, or you may contact Oventus as follows:

For goods supplied within the USA and Canada

1-866-835-0116 (Toll Free)
support@oventusmedical.com

For goods supplied within Australia

1300 533 159 (Toll Free)
customercare@oventusmedical.com

O2Vent.com