WARRANTY

This Limited Warranty is issued by Oventus Medical Limited ("Oventus") and warrants all O_2Vent™ Devices supplied to be free from Defects in materials and workmanship during the Warranty Period defined in item 1. To be entitled to the Warranty, the Device must have been used and cleaned in accordance with the Instructions For Use.

Oventus' obligation under this Warranty is expressly limited to repairing or replacing any Device found, in the sole discretion of Oventus, to have Defects during the Warranty Period.

"Defect" is defined as faulty componentry or Device functionality as a result of product design and manufacturing.

1. The Warranty Period for the following Device components are from the date of purchase from your healthcare professional ("Prescribing Professional"):

DEVICE COMPONENT	WARRANTY PERIOD
Titanium	36 months
Polymer Inserts	36 months*
Titration Assembly	36 months

2. Oventus does not warrant the suitability of any Device for a specific patient, since fitness for use is a medical decision. This Warranty excludes damage or failure due to abuse and use beyond the intended use.

3. Prescribing, fitting and minor adjustments of the Device should be performed by the Prescribing Professional. Oventus shall not be responsible for the failure of any such prescribing or fitting by unqualified personnel or failure to follow installation instructions included with the Device.

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* Minor adjustments to the extension of polymer insert may be performed by the Prescribing Professional.
  This Warranty does not cover any unforeseeable risks associated with the continued use of this Device after 36 months.

4. This Warranty is not transferrable.

5. This Warranty is void if following a proper fitting, the original patient receives any subsequent dental work, suffers injury or damage to the mouth unrelated to the Device, or requires new impressions or bite registration.

6. This Warranty does not cover: a) any damage caused as a result of improper use, abuse, modification or alteration of the product; b) repairs or changes/modifications carried out by any service organisation that has not been authorised by Oventus to perform such repairs; c) does not cover damage caused by regular wear and use, including any change of colour that might happen over time; d) does not cover reset bites, clasp repair or damages that occur when the Instructions For Use are not followed.

To claim the Warranty, return the Device to the Prescribing Professional within the Warranty Period so that it can be assessed for Defects. Servicing charges may apply if it is determined that there are no Defects caused by manufacturing processes or product design.

The Prescribing Professional may send your O$_2$Vent™ Device to an authorised Oventus facility for servicing, if required.

Warranty claims on defective product must be made by the initial consumer at the point of purchase. This Warranty replaces all other expressed or implied warranties. Some regions or states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Warranty is void on product sold, outside the region of original purchase.

This Warranty excludes coverage of and does not provide relief for incidental or consequential damages of any kind or nature, including but not limited to loss of use, loss of sales or inconvenience. This exclusive remedy of the original patient is limited to repair or replacement of the Device at Oventus' sole and absolute discretion.

The manufacturer's Warranty for O$_2$Vent™, offered by Oventus Medical Pty Ltd, ("Oventus") is in addition and without prejudice to your mandatory rights under applicable law. During the Warranty period, Oventus will repair or replace (at the discretion of Oventus) any covered O$_2$Vent™ Device with a defect in materials and workmanship, subject to the terms, conditions and exclusions of its Warranty.

For the Warranty to be honoured, both titanium bite splints, plaster models or impressions and bite registrations must be returned to Oventus' distributor.