



Medtronic

SUPPLEMENTAL LIMITED WARRANTY

Unreimbursed Expenses for U.S. Patients

Sutureless Connector (SC) Intrathecal Catheters

- A. This Supplemental Limited Warranty is incorporated in and made part of the Limited Warranty issued with Medtronic Sutureless Connector (IC) Intrathecal Catheters Models: 8709SC, 8596SC, 8731SC and 8578 (hereinafter collectively referred to as "Catheter"). Subject to the conditions in Section B below:

Medtronic will pay, for the benefit of the patient, up to one thousand dollars (\$1,000.00) of reasonable and customary, unreimbursed expenses incurred in connection with surgical procedures taken to explant or revise the Catheter, if the Catheter has, at any time prior to August 27, 2009, been used in conjunction with a Medtronic IsoMed pump.

- B. To qualify for this Supplemental Limited Warranty, these conditions must be met:
- (1) This coverage applies for expenses that remain after the patient's medical bills have been submitted to and paid by insurance or other medical expense plan, provided such expenses are adequately documented with receipts or other documentation acceptable to Medtronic.
 - (2) The patient must have received the Catheter in the U.S.
- C. This Supplemental Limited Warranty is limited to its express terms. In particular:
- (1) Except as expressly provided by this or any other applicable Supplemental Limited Warranty, no provision of the Limited Warranty is amended or modified.
 - (2) Except as expressly provided by the Limited Warranty or any applicable Supplemental Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON ANY ALLEGED DEFECT OR ALLEGED MALFUNCTION OR FAILURE OF THE CATHETER TO FUNCTION WITHIN NORMAL TOLERANCES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.
 - (3) This Supplemental Limited Warranty is made only to the patient in whom the Catheter was implanted. AS TO ALL OTHERS, MEDTRONIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE. NO SUCH EXPRESS OR IMPLIED WARRANTY TO THE PATIENT SHALL EXTEND BEYOND THE CIRCUMSTANCES SPECIFIED ABOVE. THE LIMITED WARRANTY AND ANY APPLICABLE SUPPLEMENTAL LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON.
 - (4) No person has any authority to bind Medtronic to any representation, condition, or warranty, except the Limited Warranty and any applicable Supplemental Limited Warranty.
 - (5) The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part of the term of this Supplemental Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by a court of competent jurisdiction, the validity of the

remaining portions of the Supplemental Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Supplemental Limited Warranty did not contain the particular part or term held to be invalid. This Supplemental Limited Warranty gives the patient specific legal rights. The patient may also have other rights which vary from state to state.

- (6) This Supplemental Limited Warranty is provided by Medtronic, Inc., 710 Parkway, Minneapolis, Minnesota 55432. It applies only within the United States.