SUPPLEMENTAL LIMITED WARRANTY
Catheter Replacement 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 (SC) Intrathecal Catheters Models: 8709SC, 8596SC, 8731SC and 8578 (hereinafter collectively referred to as "Catheter"). Subject to the conditions in Section B below:

(1) Should an incomplete connection between the Catheter and a Medtronic IsoMed®, SynchroMed® II or SynchroMed EL pump result in disconnection of the Catheter from the pump or occlusions at the connection site, or should the physician determine that prophylactic revision of the Catheter is medically necessary due to concern over the potential for disconnection of the Catheter or occlusion at the connection site, and the Catheter is explanted and replaced with a functionally comparable Medtronic catheter or catheter segment (a "Replacement Catheter"), Medtronic will issue to the purchaser of the Replacement Catheter a credit against such purchase in an amount equal to the net invoiced price of the Replacement Catheter (the “Purchase Price”).

B. To qualify for this Supplemental Limited Warranty, these conditions must be met:

(1) The explanted Catheter must, at any time prior to August 27, 2009, have been used in conjunction with a Medtronic IsoMed pump.

(2) The patient must have received the explanted Catheter and the Replacement 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.