SUPPLEMENTAL LIMITED WARRANTY

Pump Replacement for U.S. Patients

SynchroMed® II Battery Performance

A. This Supplemental Limited Warranty is incorporated in and made part of the Limited Warranty issued with Medtronic SynchroMed II Implantable Infusion Pump Models 8637-20 and 8637-40 (hereinafter collectively referred to as “Pump”). Subject to the conditions in Section B below:

(1) Should the Pump fail within six years after the date of the Pump’s implant to function due to reduced battery performance, as confirmed by Medtronic by returned product analysis, and be replaced with a functionally comparable Medtronic pump (a “Replacement Pump”), Medtronic will issue to the purchaser of the Replacement Pump a pro-rated credit against such purchase in an amount equal to a percentage of the net invoiced price of the Replacement Pump (the “Purchase Price”), as follows:

<table>
<thead>
<tr>
<th>Implant Duration of Explanted Pump</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 years or less</td>
<td>100% of Purchase Price</td>
</tr>
<tr>
<td>4 years and 1 day to 5 years</td>
<td>50% of Purchase Price</td>
</tr>
<tr>
<td>5 years and 1 day to 6 years</td>
<td>25% of Purchase Price</td>
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</table>

(2) For purposes of this Supplemental Limited Warranty, “reduced battery performance” means the formation of a film within the Pump battery that impacts resistance and, therefore, battery voltage.

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

(1) The explanted Pump serial number must be included on Medtronic’s list of affected devices.

(2) The explanted Pump must have been implanted prior to its “Use By” date.

(3) All device registration materials must have been completed and returned to Medtronic within thirty (30) days of implant of the original Pump and of the Replacement Pump, respectively.

(4) The explanted Pump must be returned to Medtronic within thirty (30) days of explant and shall be the property of Medtronic.

(5) The use of medication with the explanted Pump must have been in accordance with the technical manual shipped with the Pump.

(6) The patient must have received the explanted Pump and the Replacement Pump 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) Pump battery cell depletion is normal and expected and will occur with time. The batteries have a specified capacity that may deplete at different rates depending on usage. Normal battery cell depletion is not considered to be a defect in materials or workmanship.
(3) 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 DEFECT, FAILURE OR MALFUNCTION OF THE PUMP TO FUNCTION WITHIN NORMAL TOLERANCES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

(4) This Supplemental Limited Warranty is made only to the patient in whom the Pump 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.

(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) No person has any authority to bind Medtronic to any representation, condition, or warranty, except the Limited Warranty and any applicable Supplemental Limited Warranty.

This Supplemental Limited Warranty is provided by Medtronic, Inc., 710 Parkway, Minneapolis, Minnesota 55432. It applies only within the United States.
SUPPLEMENTAL LIMITED WARRANTY

Unreimbursed Expenses for U.S. Patients

SynchroMed® II Battery Performance

D. This Supplemental Limited Warranty is incorporated in and made part of the Limited Warranty issued with Medtronic SynchroMed II Implantable Infusion Pump Models 8637-20 and 8637-40 (hereinafter collectively referred to as “Pump”). Subject to the conditions in Section B below:

1. Should the Pump fail to function due to reduced battery performance, as confirmed by Medtronic by returned product analysis, 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 the Pump.

2. For purposes of this Supplemental Limited Warranty, “reduced battery performance” means the formation of a film within the Pump battery that impacts resistance and, therefore, battery voltage.

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

2. The Pump serial number must be included on Medtronic’s list of affected devices.

3. The Pump must have been implanted prior to its “Use By” date.

4. The explanted Pump must be returned to Medtronic within thirty (30) days of explant and shall be the property of Medtronic.

5. The use of medication with the Pump must have been in accordance with the technical manual shipped with the Pump.

6. 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.

7. The patient must have received the Pump in the U.S.

F. This Supplemental Limited Warranty is limited to its express terms. In particular:

7. Except as expressly provided by this or any other applicable Supplemental Limited Warranty, no provision of the Limited Warranty is amended or modified.

8. Pump battery cell depletion is normal and expected and will occur with time. The batteries have a specified capacity that may deplete at different rates depending on usage. Normal battery cell depletion is not considered to be a defect in materials or workmanship.

9. 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 DEFECT, FAILURE OR MALFUNCTION OF THE PUMP TO FUNCTION WITHIN NORMAL TOLERANCES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.
(10) This Supplemental Limited Warranty is made only to the patient in whom the Pump 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.

(11) 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.

(12) No person has any authority to bind Medtronic to any representation, condition, or warranty, except the Limited Warranty and any applicable Supplemental Limited Warranty.

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