

SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)
Medtronic, Inc. (“Medtronic”) Percept™ RC Neurostimulator

- A. This Supplemental Limited Warranty is incorporated and made part of the Limited Warranty issued with the Medtronic Percept™ RC Neurostimulator System and is effective from the date of Food and Drug Administration approval of the Percept RC Neurostimulator (“effective date”), subject to the conditions in Section B below.
- (1) Medtronic will issue solely to purchaser a supplemental limited warranty for the Medtronic Percept™ RC Neurostimulator Device (“Percept RC” or “Neurostimulator”), in the event that the Percept RC fails to function due to battery longevity or a defect in device materials or workmanship within 15 years commencing from the date of implant. This warranty does not apply to the leads, extensions, or accessories used with the Neurostimulator.
- B. To qualify for this Supplemental Limited Warranty, all of the following terms and conditions must be met:
- (1) The Percept RC must be purchased and implanted in the United States of America.
- (2) Should the Percept RC fail to function within normal tolerances due to battery longevity or a defect in material and workmanship within a period of 15 years from the date of implant Medtronic will at its option: (a) issue a credit to the purchaser of the replacement Neurostimulator equal to the Purchase Price, as defined in Subsection(3) below, against the purchase of any same Neurostimulator requested as its replacement, or, (b) provide a functionally comparable replacement Neurostimulator at no charge. This Supplemental Limited Warranty does not include failures to function within normal tolerances caused by unauthorized attempts to repair, maintain, or modify the Neurostimulator by the patient or any unauthorized third party.
- (3) Purchase Price means the lesser of the net invoiced price of (a) the original Percept RC or (b) the current functionally comparable or replacement Neurostimulator.
- (4) The Neurostimulator must be implanted prior to its “Use By” date.
- (5) The Neurostimulator must be used in conjunction with components compatible with the Medtronic Neurostimulator components.
- (6) All device registration materials must be completed and returned to Medtronic within thirty (30) days of implantation of the Neurostimulator.
- (7) The replaced Neurostimulator must be returned to Medtronic within 30 days of explant and shall become the property of Medtronic.
- (8) Once returned, Medtronic must confirm the failure of the Neurostimulator.
- (9) The Neurostimulator must be used in accordance with the labeling and instructions for use provided with the components.

- C. This Supplemental Limited Warranty is limited to its express terms. In particular:
- (1) Except as expressly provided by this Supplemental Limited Warranty or statutory law, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION OR FAILURE OF THE NEUROSTIMULATOR TO FUNCTION WITHIN NORMAL TOLERANCES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE. FURTHER, MEDTRONIC MAKES NO IMPLIED WARRANTY, 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. SOME STATES DO NOT ALLOW (A) LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR (B) THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.
 - (2) This Supplemental Limited Warranty is made only to the purchaser of the Neurostimulator. 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.
 - (3) 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 or 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 that vary from state to state.
 - (4) This Supplemental Limited Warranty shall be the exclusive remedy available to any person.
 - (5) No person has any authority to bind Medtronic to any representation, condition or warranty, except this Supplemental Limited Warranty.

Special Notice for Neurostimulators

Neurostimulators once implanted are implanted in the extremely hostile environment of the human body. This environment places severe demands on its design and function. Reasons for failure of the Neurostimulator include, but are not limited to: body rejection phenomena; change in performance characteristics due to component changes or failures; unusual physiological variations in patients; medical complications; migration; or erosion of the area around the Neurostimulator.

In addition, despite the exercise of all due care in design, component selection, manufacture, and testing prior to sale, the Neurostimulator may be damaged before, during, or after implantation by improper handling, by uses not described in the user manual, or by other intervening acts.

The Neurostimulator includes a non-separable power source which will ultimately cease to function due to exhaustion or premature failure, thereby necessitating removal of the Neurostimulator.

Consequently, no representation or warranty is made that failure or cessation of function of the Neurostimulator will not occur, or that the body will not react adversely to its implantation.

No representation is made that any one Neurostimulator will last the entire lifetime of any user. Inherent uncertainties regarding the longevity of the components make any such assurance impossible.

For further information regarding safety information or possible complications resulting from the use of a Neurostimulator, consult the Neurostimulator manuals.

This Supplemental Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway NE, Minneapolis, MN 55432-5604. It applies only in the United States. Areas outside the United States should contact their local Medtronic representative for exact terms of the Supplemental Limited Warranty.

For a copy of this warranty or warranty service, please contact Medtronic at the address and phone number listed below.

© 2023 Medtronic. All rights reserved. 1-800-510-6735
UC202407516EN

Medtronic, Inc.

710 Medtronic Parkway
Minneapolis, MN 55432-5604 USA
Internet: www.medtronic.com Tel. 1-763-505-5000
Fax 1-763-505-1000