This guide includes information about Medtronic’s standard limited and supplemental warranties and explains how to submit a warranty request for Medtronic’s implantable defibrillators, pacemakers, and leads.
Medtronic Cardiac Rhythm Management Warranty Process

**Medtronic Cardiac Rhythm Management Warranty Process**

1. Hospital initiates warranty request.

2. Hospital completes, signs, and submits the Medtronic warranty claim form to (800) 341-8847 within 30 days of the product replacement procedure or email rs.warranty@medtronic.com.

3a. Was product explanted from patient?
   - Yes (Devices and Full Leads)
     - Hospital returns explanted product using Medtronic Return Mailer Kit to Medtronic Return Product Analysis Lab, within 30 days of product explant.
     - Medtronic analyzes the returned product.
   - No (Leads Capped or Partially Explanted)
     - Medtronic reviews the clinical data submitted for the lead not explanted.

3b. Was product explanted from patient?
   - Yes
     - Hospital returns appropriate clinical data (i.e., device stored electrogram strips or full save-to-disk to Medtronic Return Product Analysis Lab, within 30 days of the product replacement procedure, showing failure of the lead to function within normal tolerances.
   - No
     - Medtronic reviews the clinical data submitted for the lead not explanted.

4a. Was a product anomaly identified?
   - Yes
     - Medtronic analyzes the returned product.
   - No
     - Product eligible for warranty credit. Medtronic issues warranty credit and mails a copy of the Credit Memo to the Hospital.

4b. Was a product anomaly identified?
   - Yes
     - Product not eligible for warranty credit.
   - No
     - Product eligible for warranty credit. Medtronic issues warranty credit and mails a copy of the Credit Memo to the Hospital.

End
WARRANTY RESPONSIBILITIES

Initiate Medtronic product warranty request

Complete, sign and submit Medtronic warranty claim form via fax to (800) 341-8847 or via email to rs.warranty@medtronic.com within 30 days of the product replacement procedure.

Return the explanted product to Medtronic’s Returned Product Analysis Lab within 30 days of the explant procedure. For full leads not explanted, return appropriate clinical data (i.e., device stored electrogram strips or full save-to-disk) within 30 days of the replacement procedure, showing failure of the lead to function within normal tolerances.

At the time of product explant, upon request from the hospital or physician, Medtronic representative may assist the hospital with:

- Completion of the return product paperwork and portions of the warranty claim form
- Provide postage paid return mailer kits for return of the explanted product by the hospital

The Medtronic representative may not return or take possession of the explanted product or fax/submit the warranty form on behalf of the hospital.
<table>
<thead>
<tr>
<th>FAMILY NAME</th>
<th>DEVICE TYPE</th>
<th>MODEL NUMBER</th>
<th>WARRANTY COVERAGE PERIOD</th>
<th>PATIENT UNINSURED MEDICAL EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micra AV Transcather (VDD)</td>
<td>IPG</td>
<td>MC1AVR1</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Micra Transcather (VVI)</td>
<td>IPG</td>
<td>MC1VR1</td>
<td>10 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Evera XT DR DF1 ICD</td>
<td>DDBB1D1</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Evera MRI XT DR DF4 ICD</td>
<td>DDMB1D4</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Evera VR DF1 ICD</td>
<td>DVBB1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Evera MRI XT VR DF4 ICD</td>
<td>DDMB1D4</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Viva XT CRTD DTBA1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viva XT CRTD DTBA1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claria MRI DF1 CRTD DTMA1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claria MRI DF4 CRTD DTMA1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amplia MRI DF1</td>
<td>DTMA1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Amplia MRI DF4</td>
<td>DTMA1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Cobalt XT HF MRI SureScan</td>
<td>DTPA2D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Cobalt XT HF MRI SureScan CRTD DTPA2QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tachy Leads Implanted on or after 12/01/08</td>
<td>Lifetime</td>
<td>Up to $1200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brady Leads</td>
<td>Lifetime</td>
<td>Up to $1200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To obtain a warranty credit for Medtronic’s implantable defibrillators, pacemakers, cardiac resynchronization therapy devices, cardiac monitors, and leads, The Medtronic limited warranty qualification criteria must be met. For actual limited warranty terms and conditions, reference product limited warranty card.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Implantable Pulse Generator

A. This Limited Warranty provides, at any time due to the quality
of materials and workmanship or for a period of five (5) years
due to battery cell depletion commencing with the date of the
implant (the "Implantation Date"), the following assurances to
and for the benefit of the patient ("Patient") who is implanted
with a Medtronic Implantable Pulse Generator (hereafter
referred to as "Device") packaged with this Warranty:

1. Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device
to be used as a replacement of the Device (the
   "Replacement"), equal to the lesser of the net price
   paid by: (i) the original implanting facility, for the
   original Device (the "Original Purchase Price"), or (ii)
   the purchaser of the Replacement (the "Purchaser"),
   for the Replacement (the "Actual Purchase Price"); or,
   b) Without charge, provide to the Purchaser a
   Replacement for use in the Patient that is functionally
   comparable to the Device.

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic
Parkway, Minneapolis, MN 55432-5604. It applies only to the United
States. Areas outside the United States should contact their Medtronic
representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Medtronic Micra® Transcatheter Pacemaker (VVIR)

Limited warranty and general warning
A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Micra Transcatheter Pacemaker (VVIR) (hereafter referred to as “Device”) packaged with this Warranty:
   1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:
      a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
PACEMAKER WARRANTY CARDS
MICRA AV

NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT
AND PLACE A COPY IN THE PATIENT'S CHART

Medtronic Micra® AV Transcatheter Pacemaker (VDD)

Limited warranty and general warning
A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Micra AV Transcatheter Pacemaker (VDD) (hereafter referred to as “Device”) packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or
   b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

2. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic...
DEFIBRILLATOR WARRANTY CARDS

- Standard ICD Warranty
- Evera ICD WARRANTIES
- Visia ICD WARRANTIES
- Cobalt ICD Warranty
DEFIBRILLATOR WARRANTY

VISIA CARDS

VISIA AF VR DF1, VISIA AF MRI VR DF1 AND DF4, VISIA AF MRI S DF1 ICD WARRANTY

VISIA AF VR DF4 AND VISIA AF MRI S DF4 ICD WARRANTY
DEFIBRILLATOR WARRANTY

COBALT CARD

COBALT XT VR MRI SURESCAN ICD WARRANTY

COBALT XT DR MRI SURESCAN ICD WARRANTY
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of five (5) years commencing with the date of the implant (the "Implantation Date"), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as "Device") packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the three (3) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the "Original Purchase Price"), or (ii) the purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price"); or

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Evera™ XT DR Implantable Cardioverter Defibrillator limited warranty models DDBB1D4, DDBB1D1

A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Evera XT DR Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty
A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the "Implantation Date"), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as "Device") packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the "Original Purchase Price"), or (ii) the purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price"); or

\[\text{This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5004. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.}\]
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the "Implantation Date"), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as "Device") packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the "Original Purchase Price"), or (ii) the purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price"); or

2) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (1) the original implanting facility, for the original Device (the “Original Purchase Price”), or (2) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”), or

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited
warranty
A. This Limited Warranty1 provides, for a period of ten (10) years
commencing with the date of the implant (the “Implantation
Date”), the following assurances to and for the benefit of the
patient (“Patient”) who is implanted with a Medtronic
Implantable Cardioverter Defibrillator (hereafter referred to as
“Device”) packaged with this Warranty:
   (1) Should the Device function in a manner inconsistent with
      its intended operation and performance due to the quality
      of materials or workmanship, and should such event
      occur within the six (6) year period commencing on the
      Implantation Date, Medtronic will, at its option, either:
         a) Issue a credit to the purchaser of a Medtronic device
            to be used as a replacement of the Device (the
            “Replacement”), equal to the lesser of the net price
            paid by: (i) the original implanting facility, for the
            original Device (the “Original Purchase Price”), or (ii)
            the purchaser of the Replacement (the “Purchaser”),
            for the Replacement (the “Actual Purchase Price”); or

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic
Parkway, Minneapolis, MN 55432-5604. It applies only to the United
States. Areas outside the United States should contact their Medtronic
representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as "Device") packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the "Original Purchase Price"), or (ii) the purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price"); or

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

Manufacturer’s Eight (8)-Year Limited Warranty and General Warning provided by Medtronic, Inc. (or such other legal entity as may be referred to as the manufacturer on the labeling of this device) (“Medtronic”) on Implantable Cardioverter Defibrillator (the “Device”) limited warranty (the “Limited Warranty”).

A. What the Limited Warranty provides by Medtronic covers

1. This Limited Warranty is given by Medtronic and provides the assurances set out below to and for the sole benefit of the purchaser of the Device (the “Purchaser”) for a period of eight (8) years commencing on the date of the original implant (the “Implantation Date”) of the Device in a patient. This limited warranty applies to Medtronic devices (for the purposes of this Limited Warranty, “device” means an entire medical device and not just one of its component parts), whether or not the Device is ever connected or is connected to any other device, regardless of whether the Device is subjected to powering or to a condition to which the Device is not subjected, and includes any Device labeled with a unique serial number, which vary from jurisdiction to jurisdiction and the Limited Warranty does not affect those rights.

2. The Limited Warranty is effective only if the purchaser purchased the Device and the Replacement on (defined below) (or the Device and the Replacement were purchased on the patient’s behalf by the Healthcare Institution (as defined below) (or if the Device and the Replacement was purchased on the patient’s behalf by the Healthcare Institution (as defined below)) (or if the Device and the Replacement was purchased on the patient’s behalf by the Healthcare Institution (as defined below)) (or if the Device and the Replacement was purchased on the patient’s behalf by the Healthcare Institution (as defined below)).

3. The Healthcare Institution that purchased and implanted the Device at the Implantation Date, provided that:

   a) Issue a credit to the Purchaser for a Medtronic device to be used by it as a Replacement (as defined below) for the Device for the same patient, equal to the lesser of the net price paid by the Purchaser: (i) for the Replacement (the “Replacement Price”); or (ii) for the Original Purchase Price.

   b) Without charge, provide to the Purchaser a Replacement for use in the patient in whom the Device was implanted on or before the Implantation Date, and at the date of the implantation of the Replacement, including in circumstances where the Replacement has in each case been charged to the patient’s account by the Healthcare Institution at the rate in effect at the time of the purchase of the Replacement (as defined below), and if the Replacement Price is less than the Original Purchase Price, the difference will be charged to the patient’s account.

   c) Provide a Limited Warranty for the Replacement that will occur with time and is not considered to be caused by the quality of materials or workmanship, the warranty period for the Replacement will end on the eight (8) year anniversary of the Implantation Date.

   d) As a special feature of the Limited Warranty, a Service-Related Failure (as defined below) will consist of any failure that occurs with time and is not considered to be caused by the quality of materials or workmanship. The Service-Related Failure will be the only failure covered under the Limited Warranty after the eight (8) year anniversary of the Implantation Date.

   e) Any failure that occurs with time and is not considered to be caused by the quality of materials or workmanship, the warranty period for the Replacement will end on the eight (8) year anniversary of the Implantation Date.

   f) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   g) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   h) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   i) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   j) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   k) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   l) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   m) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   n) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   o) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   p) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   q) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   r) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   s) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   t) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   u) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   v) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   w) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   x) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   y) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   z) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   AA) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   BB) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   CC) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   DD) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   EE) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   FF) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   GG) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   HH) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   JJ) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   KK) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   LL) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   MM) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   NN) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   OO) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   PP) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   QQ) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   RR) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   SS) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   TT) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   UU) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   VV) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   WW) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   XX) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   YY) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   ZZ) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   AAA) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   BBB) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   CCC) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   DDD) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   EEE) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   FFF) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   GGG) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   HHH) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   JJJ) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   KKK) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   LLL) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   MLL) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   NNN) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   OOO) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   PPO) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   QQQ) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.

   RRR) The Limited Warranty will end on the eight (8) year anniversary of the Implantation Date.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty
A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the "Implantation Date"), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as "Device") packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the "Original Purchase Price"), or (ii) the purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price"); or

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:
a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
CRT-D WARRANTY CARDS

- STANDARD CRT-D WARRANTY
- AMPLIA MRI QUAD AND AMPLIA MRI CRT-D WARRANTY
- VIVA XT, VIVA QUAD XT, AND VIVA QUAD XT DF4 CRT-D WARRANTY
- CLARIA MRI QUAD AND CLARIA MRI CRT-D WARRANTY
- COBALT CRT-D WARRANTY
CRT-D WARRANTY CARDS
COBALT AND CROME

COBALT HF AND COBALT HF QUAD CRT-D WARRANTY

COBALT XT HF MRI AND COBALT XT HF QUAD CRT-D WARRANTY

WARRANTY CARDS
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Dual Chamber Implantable Cardioverter
Defibrillator with Cardiac Resynchronization Therapy limited warranty
A. This Limited Warranty provides, for a period of four (4) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:
(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the two (2) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by; (i) the original implanting facility, for the

---

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Amplia MRI™ Quad and Amplia MRI™ Dual Chamber Implantable Cardiopverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Amplia MRI Quad and Amplia MRI Dual Chamber Implantable Cardiopverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

1) This Limited Warranty is provided by Medtronic, Inc., 710 Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

**Limited warranty and general warning**

Claria MRI™ Quad and Claria MRI™ Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Claria MRI Quad and Claria MRI Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

1. Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

   1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Cardiac Resynchronization Device limited warranty
A. This Limited Warranty provides, at any time due to the quality
of materials and workmanship or for a period of four (4) years
due to battery cell depletion commencing with the date of the
implant (the “Implantation Date”), the following assurances to
and for the benefit of the patient (“Patient”) who is implanted
with a Medtronic Cardiac Resynchronization Device
(hereafter referred to as “Device”) packaged with this
Warranty:
(1) Medtronic will, at its option, either:
a) Issue a credit to the purchaser of a Medtronic device
to be used as a replacement of the Device (the
“Replacement”), equal to the lesser of the net price
paid by: (i) the original implanting facility, for the
original Device (the “Original Purchase Price”), or (ii)
the purchaser of the Replacement (the “Purchaser”),
for the Replacement (the “Actual Purchase Price”); or,
b) Without charge, provide to the Purchaser a
Replacement for use in the Patient that is functionally
comparable to the Device.

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic
Parkway, Minneapolis, MN 55432-5604. It applies only to the United
States. Areas outside the United States should contact their Medtronic
representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Viva™ Quad XT and Viva™ XT Dual Chamber
Implantable Cardioverter Defibrillator with Cardiac
Resynchronization Therapy limited warranty for
models DTBA1QQ, DTBA1Q1, DTBA1D4, and
DTBA1D1

A. This Limited Warranty provides, for a period of six (6) years
commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the
patient (“Patient”) who is implanted with a Medtronic Viva
Quad XT or Viva XT Dual Chamber Implantable Cardioverter
Defibrillator with Cardiac Resynchronization Therapy
(hereafter referred to as “Device”) packaged with this
Warranty:

1. Should the Device function in a manner inconsistent with
its intended operation and performance due to the quality
of materials or workmanship, and should such event
occur within the four (4) year period commencing on the
Implantation Date, Medtronic will, at its option, either:

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic
Parkway, Minneapolis, MN 55432-5604. It applies only to the United
States. Areas outside the United States should contact their Medtronic
representative for exact terms of the Limited Warranty.
**NOTE TO IMPLANTING FACILITY**

**PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART**

**Limited warranty and general warning**

Cobalt™ HF Quad and Cobalt™ HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Cobalt™ HF Quad and Cobalt™ HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

---

1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
**NOTE TO IMPLANTING FACILITY**

**PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART**

**Limited warranty and general warning**

Cobalt™ XT HF Quad and Cobalt™ XT HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Cobalt™ XT HF Quad and Cobalt™ XT HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

   1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

A. This Limited Warranty provides, for a period of four (4) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

   (1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the two (2) year period commencing on the Implantation Date, Medtronic will, at its option, either:

   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

---

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Reveal LINQ™ Insertable Cardiac Monitor limited warranty

A. This Limited Warranty provides, for a period of eighteen (18) months commencing with the date of the implant (the "Implantation Date"), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Reveal LINQ Insertable Cardiac Monitor (hereafter referred to as "Monitor") packaged with this Warranty:

   (1) Should the Monitor function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the eighteen (18) month period commencing on the Implantation Date, Medtronic will, at its option, either:

      a) Issue a credit to the purchaser of a Medtronic monitor to be used as a replacement of the Monitor (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the Replacement;
Medtronic

Limited warranty and general warning

LINQ II Implantable Cardiac Monitor limited warranty

A. This LIMITED WARRANTY provides, for a period of eighteen (18) months commencing with the date of the implant (the “Implantation Date”), the following assurance to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic LINQ II Implantable Cardiac Monitor (hereafter referred to as “Monitor”) packaged with this Warranty:

(1) Should the Monitor function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the eighteen (18) month period commencing on the Implantation Date, Medtronic will, at its option, either: (a) issue a credit to the purchaser of a Medtronic monitor to be used as a replacement of the Monitor (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Monitor (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or, (b) without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Monitor. (c) In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to One Thousand Five Hundred Dollars ($1,500) of reasonable uninsured medical expenses associated with the replacement of the Monitor (“the Replacement”).

(2) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS MONITOR WILL LAST THE ENTIRE EIGHTEEN (18) MONTH WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsection A(1) will apply to a Monitor that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Monitor batteries have a specified capacity that may deplete at different rates depending on Monitor settings and use.

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

(1) The Monitor must be implanted on or before its “Use By” or “Use Before” date.
(2) The Monitor must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.
(3) All Monitor registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Monitors must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Monitor and seeking a remedy under this warranty, the Patient agrees that the Monitor shall be the property of Medtronic.
(5) Replaced Monitors must be accompanied by a written statement from the Purchaser indicating that the Monitor is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for any free product received under this warranty. The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Monitor is not as warranted shall be made by Medtronic after its tests and inspections. Additional warranty information is available at www.medtronic.com/manuals.

Note: Patients should ensure that their health care providers have complied with these conditions in order to ensure the availability of this limited warranty.

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

IMPLANTED PRIOR TO 12/01/2008

IMPLANTED ON OR AFTER 12/01/2008
LEADS WARRANTY CARD
IMPLANTED ON OR AFTER 12/01/2008

Note to implanting facility:
PLEASE PROVIDE A COPY OF THIS LIMITED WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Lead Limited Warranty
A. This Limited Warranty ("Limited Warranty") provides the following assurance to and for the benefit of the patient ("Patient") who receives any model of Medtronic® lead, (hereafter referred to as Lead) packaged with this Limited Warranty:

1) Should the Lead not function within normal tolerances due to the quality of materials, workmanship, or conductor fracture, Medtronic will, at its option, either:
   a) Issue a credit to the Purchaser of a Medtronic lead to be used as a replacement of the Lead (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Lead (the "Original Purchase Price"), or (ii) the Purchaser of the Replacement (the "Actual Purchase Price"), or

This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
LEADS WARRANTY CARD
IMPLANTED PRIOR TO 12/01/2008

DEFIBRILLATION LEAD LIFETIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.

DEFIBRILLATION LEAD LIFE-TIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only to the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left heart leads.
Note to implanting facility:
PLEASE PROVIDE A COPY OF THIS LIMITED WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Lead Limited Warranty
A. This Limited Warranty* ("Limited Warranty") provides the following assurance to and for the benefit of the patient ("Patient") who receives any model of Medtronic® lead, (hereafter referred to as Lead) packaged with this Limited Warranty:

(1) Should the Lead not function within normal tolerances due to the quality of materials, workmanship, or conductor fracture, Medtronic will, at its option, either:

a) Issue a credit to the Purchaser of a Medtronic lead to be used as a replacement of the Lead (the "Replacement"), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Lead (the "Original Purchase Price"), or (ii) the Purchaser of the Replacement (the "Purchaser"), for the Replacement (the "Actual Purchase Price");

or

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

- **Supplemental Warranty Summary**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
- **Supplemental Warranty**
### Supplemental Limited Warranty Summary

**Effective December 16, 2020 through December 15, 2021**

<table>
<thead>
<tr>
<th>Replacement Scenario</th>
<th>Warranty Summary*</th>
<th>Patient Uninsured Medical Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-Prophylactic</strong> Sprint Fidelis Lead</td>
<td>Full warranty credit toward a new Medtronic lead</td>
<td>$1,200</td>
</tr>
</tbody>
</table>
| **Non-Prophylactic** Sprint Fidelis Lead + **Prophylactic** Device | **Lead:** Full warranty credit toward a new Medtronic lead  
**Device:** Half the warranty credit toward a new Medtronic device that would apply under the new device Standard Limited Warranty terms | $1,200  
$2,500 |

*Note:* For actual Limited warranty terms and conditions, please reference the applicable Supplemental and Standard Limited Warranty cards. Return explanted product and completed warranty claim form within 30 days of product explant. Complete one warranty claim form per explanted product. Hospital representative and physician signatures are required on Supplemental Limited Warranty requests. For questions, contact the Medtronic Warranty Hotline at 1 (877) 359-6407 or rs.warranty@medtronic.com (4 pages total)
By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

1. The physician has evaluated the relative risks of prophylactic removal, insertion of another lead, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named patient’s best interests.

2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and

2. The physician has determined that the Sprint Fidelis Lead is not functioning within normal tolerances.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

December 2020
ENRHYTHM™ SUPPLEMENTAL WARRANTY

ENRHYTHM® SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)
Effective December 16, 2020 until December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
2. Fax the completed Warranty Claim Form to the number at the bottom of the form.
3. Return explanted products to Medtronic at the address listed on the Warranty Claim Form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-7000 ext 44800.

This supplemental warranty is valid only for replacement of a Medtronic EnRhythm Implantable Pulse Generator ("Pacemaker") that has triggered the Elective Replacement Indicator (ERI) and been explained between five (5) and seven (7) years from its original implant date.

Where the Pacemaker has triggered the Elective Replacement Indicator (ERI) and been explained between five (5) and six (6) years from its original implant date, but otherwise meets the Pacemaker’s standard Limited Warranty* conditions, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original Pacemaker, the net invoice price of the replacement Medtronic device, or the purchaser's net contract price for a current, functionally comparable Medtronic Pacemaker and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the Pacemaker.

Where the Pacemaker has triggered the Elective Replacement Indicator (ERI) and been explained between six (6) and seven (7) years from its original implant date, but otherwise meets the Pacemaker’s standard Limited Warranty* conditions, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original Pacemaker, the net invoice price of the replacement Medtronic device, or the purchaser's net contract price for a current, functionally comparable Medtronic Pacemaker and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the Pacemaker.

Please complete and fax the Medtronic Standard and Supplemental Warranty Claim Form to Medtronic for review of your request for credit.

Effective December 16, 2020 until December 15, 2021

ENRHYTHM® SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)

By signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account.
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either full or reduced price products or warranty credits.

Medtronic reserves the right to modify or discontinue this program at any time.

Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432
Send devices within 30 days of explant...

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

*Below is a summary of Medtronic’s basic warranty conditions. These basic warranty conditions contain some, but are not limited to, all conditions as outlined in the EnRhythm Limited Warranty and General Warranty. Refer to the EnRhythm Limited Warranty and General Warranty for full terms and conditions.

- Explanted devices must be accompanied by a written statement (signed and valid warranty claim form) from the Purchaser indicating that the device is being returned to Medtronic to determine whether a warranty credit is due.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

UC2018R04793N
As part of Medtronic's November 2015 advisory regarding the InSync III CRT-P devices, Medtronic communicated to physicians and patients that it may be appropriate to replace the devices ONLY in pacemaker-dependent patients. Medtronic has communicated to physicians that if considering prophylactic device replacement in pacemaker-dependent patients, physicians should carefully assess confirming either that:

1. The patient is pacemaker-dependent and the device is not at ERI or OR
2. The patient's device exhibited a malfunction such as:
   - Loss of pacing capture
   - Implanted early DDI
   - Less than 90 days between ERI and EOS
   - Erratic remaining longevity estimate not due to reprogramming or change in use conditions
3. No change will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any change to the patient will be in accordance with the patient's insurance and applicable law.
4. Claims for reimbursement are submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.

Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.

This Supplement Limited warranty is valid only for prophylactic replacement of a Medtronic InSync III CRT-P device replaced in a pacemaker-dependent patient between four (4) years and eight (8) years of the original implant date.

Where the prophylactic replacement of the Medtronic InSync III CRT-P device in a pacemaker-dependent patient or device confirmed to have a malfunction due to unexpected high battery impedance meets these eligibility requirements and has been replaced with another Medtronic CRT-P device between six (6) and eight (8) years from its original implant date, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original CRT-P device, the net invoice price of the replacement Medtronic CRT-P device, or the purchaser's net contract price for a current, functionally comparable Medtronic CRT-P device and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the CRT-P device in a patient's device that is later confirmed to be due to high battery impedance.

This Supplement Limited Warranty is valid only for prophylactic replacement of a Medtronic InSync® III Implantable Cardiac Resynchronization Therapy Pacemaker (CRT-P) device replaced in a pacemaker-dependent patient between four (4) years and eight (8) years of the original implant date. OR for replacement of an InSync™ CRT-P device confirmed to have a malfunction due to unexpected high battery impedance between four (4) years and eight (8) years of the original implant date.

As part of Medtronic’s November 2015 advisory regarding the InSync III CRT-P devices, Medtronic communicated to physicians and patients that it may be appropriate to replace the devices ONLY in pacemaker-dependent patients. Medtronic has communicated to physicians that if considering prophylactic device replacement in pacemaker-dependent patients, physicians should carefully assess confirming either that:

1. The patient is pacemaker-dependent and the device is not at ERI or OR
2. The patient's device exhibited a malfunction such as:
   - Loss of pacing capture
   - Implanted early DDI
   - Less than 90 days between ERI and EOS
   - Erratic remaining longevity estimate not due to reprogramming or change in use conditions
3. No change will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any change to the patient will be in accordance with the patient's insurance and applicable law.
4. Claims for reimbursement are submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.

Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.

This Supplement Limited warranty is valid only for prophylactic replacement of a Medtronic InSync III CRT-P device replaced in a pacemaker-dependent patient between four (4) years and eight (8) years of the original implant date.

Where the prophylactic replacement of the Medtronic InSync III CRT-P device in a pacemaker-dependent patient or device confirmed to have a malfunction due to unexpected high battery impedance meets these eligibility requirements and has been replaced with another Medtronic CRT-P device between six (6) and eight (8) years from its original implant date, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original CRT-P device, the net invoice price of the replacement Medtronic CRT-P device, or the purchaser's net contract price for a current, functionally comparable Medtronic CRT-P device and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the CRT-P device in a patient's device that is later confirmed to be due to high battery impedance.

This Supplement Limited Warranty is valid only for prophylactic replacement of a Medtronic InSync® III Implantable Cardiac Resynchronization Therapy Pacemaker (CRT-P) device replaced in a pacemaker-dependent patient between four (4) years and eight (8) years of the original implant date.
VIVA CRT-D AND EVERA ICD SUPPLEMENTAL WARRANTY

December 2020

Viva® CRT-D AND Evera® ICD SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)

Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed claim form to the number at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form.

Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed claim form to the number at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form.

PROPHYLACTIC Viva® CRT-D AND Evera® ICD SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic replacement of Viva CRT-D and Evera ICD devices within the affected population for the August 2016 product advisory (each an “Affected Device”) replaced in pacemaker-dependent patients or those at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF).

Medtronic has communicated to physicians that if considering prophylactic device replacement for pacemaker-dependent patients or those at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF), they should carefully assess individual patient circumstances against the known risk of device replacement. This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that prophylactic replacement of the Affected Device is in the patient’s best interest.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic honor the terms of the Standard Limited Warranty in connection with a prophylactic replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s Affected Device.

Below is a summary of Medtronic’s Supplemental Limited Warranty conditions. These warranty conditions contain some, but not all, of the full terms and conditions that apply. The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming either:

• The patient is pacemaker-dependent and the device is NOT at ERI
• The patient is at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF) and the device is NOT at ERI

AND

• A replacement Medtronic Device must be implanted.
• The hospital must return the explanted device to Medtronic within 30 days of explant.
• The hospital must submit to Medtronic a valid purchase order for the replacement Medtronic Device.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

• The physician has evaluated the relative risks of prophylactic removal, insertion of another Device and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named patient’s best interests and the patient needs the criteria above.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

• Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
• Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

For questions related to this device, please contact Medtronic at (800) 328-2518 ext. 44800.
CONSULTA™ CRT-P AND SYNCRA™ CRT-P SUPPLEMENTAL WARRANTY

December 2020

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
2. Fax the completed claim form to the number at the bottom of the form.
3. Send devices within 30 days of explant to:
   Medtronic, Inc., Return Product Analysis RCE172
   7000 Central Avenue NE, Minneapolis, MN 55432

PROPHYLACTIC CONSULTA CRT-P AND SYNCRA CRT-P SUPPLEMENTAL LIMITED WARRANTY

This supplemental limited warranty is limited to Consulta CRT-P and Syncra CRT-P devices manufactured between April 1 and May 13, 2013. By requesting this supplemental limited warranty, you have requested that Medtronic issue a credit towards an equivalent Medtronic replacement device in connection with a prophylactic replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s Consulta CRT-P or Syncra CRT-P Device. Medtronic has communicated to physicians that if considering prophylactic device replacement for pacemaker-dependent patients with a device in the identified subset manufactured between April 1 and May 13, 2013, physicians should carefully assess individual patient circumstances against the known risk of a device change-out. The physician signing the Standard and Supplemental Warranty Claim Form has made the medical judgment that prophylactic device replacement is in the patient’s best interests. All other terms and conditions of the Medtronic Limited Warranty apply.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
1. The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring, and has made the medical judgment that prophylactic replacement is in the named patient’s best interests.
2. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account.
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com
Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Select warranty type “prophylactic”.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax or e-mail the completed claim form to the number or e-mail address at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

PROPHYLACTIC Amplia®, Claria®, Compia®, Viva® Brava® CRT-Ds AND Evera®, Visia® ICDs with TYRX® Envelope SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic replacement of Amplia, Claria, Compia, Viva, Brava CRT-D and Evera, Visia ICD devices within the identified affected population as noted in the January 2018 product advisory. Each of these devices is included in this supplemental warranty’s population and will be referred to as the “Affected Device”.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic will issue a full warranty credit for the Medtronic replacement product and, upon request, a credit for a TYRX envelope used in connection with a prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s Affected Device.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that prophylactic replacement of the Affected Device is in the patient’s best interest. Eligibility requirements under this Supplemental Limited Warranty are as follows:

• The patient is implanted with an Affected Device
• The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form
• A replacement Medtronic Device must be implanted
• When requesting a warranty credit for a TYRX envelope, the TYRX envelope must be used in the patient receiving the replacement Medtronic Device for an Affected Device.
• The hospital must return the explanted device to the Medtronic address below within 30 days of explant.
• A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device and, if requested, the TYRX envelope.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

• The physician has made the medical judgment that current replacement of the device is in the best interest of the individual patient.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

• There was a credit extended because of the supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
• Claims for reimbursement to third party payors will be submitted in accordance with all applicable payer requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or nw.warranty@medtronic.com

Return devices within 30 days of explant to:

Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432

CLICK TO VIEW DETAIL — VIEW AND PRINT

HOME
WARRANTY CLAIM PROCESS
STANDARD WARRANTY SUMMARY
WARRANTY CARDS
SUPPLEMENTAL WARRANTIES
INITIATE A WARRANTY REQUEST
WARRANTY REPORT
REFERENCE GUIDE
FREQUENTLY ASKED QUESTIONS
PRODUCT ANALYSIS BROCHURES
PATIENT LETTER
WARRANTY CONTACT INFORMATION
Select Medtronic Cardiac Resynchronization Therapy Defibrillators (CRT-Ds) and Implantable Cardioverter Defibrillators (ICDs)

SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)

Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Select warranty type "prophylactic" or "non-prophylactic".
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax or e-mail the completed claim form to the number or e-mail address at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

PROPHYLACTIC Amplia®, Claria®, Compia®, Viva® CRT-Ds AND Evera®, Visia® ICDs with TYRX® Envelope

SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic or non-prophylactic replacement of Amplia, Claria, Compia, Viva CRT-D and Event, Viva ICD devices within the identified affected population as noted in the March 2018 product advisory. Each of these devices is included in the supplemental warranty’s population and will be referred to as the “Affected Device.”

By requesting this Supplemental Limited Warranty, you have requested that Medtronic will issue a full warranty credit for the Medtronic replacement product and, upon request, a credit for a TYRX envelope used in connection with a prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s Affected Device.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that prophylactic replacement of the Affected Device is in the patient’s best interest. Eligibility requirements under this Supplemental Limited Warranty are as follows:
• The patient is implanted with an Affected Device
• The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form
• A replacement Medtronic Device must be implanted
• When requesting a warranty credit for a TYRX envelope, the TYRX envelope must be used in the patient receiving the replacement Medtronic Device for an Affected Device.
• The hospital must return the explanted device to the Medtronic address below within 30 days of explant.
• A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device and, if requested, the TYRX envelope

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
• The physician has made the medical judgment that current replacement of the device is in the best interest of the individual

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended because of the supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payer requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Return devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7550 Central Avenue NE, Minneapolis, MN  55432

December 2020
Select Medtronic Dual Chamber Implantable Pulse Generators (IPGs)
SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)
Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. E-mail the completed claim form to the e-mail address at the bottom of the Warranty Claim Form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days of product replacement. Return
instructions on how to request credit under these Supplemental Warranty terms and conditions:

- The patient’s physician has determined that the patient cannot tolerate a non-susceptible pacing mode and is at risk for a
  symptomatic pause until a ventricular escape beat occurs.
- The physician has evaluated the relative risks of prophylactic device removal and, upon request, a credit for a TYRX envelope used in connection
  with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
  the patient’s “Affected Device”.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic issue a full warranty credit for the most
comparable Medtronic replacement Dual Chamber IPG available and, upon request, a credit for a TYRX envelope used in connection
with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
the patient’s “Affected Device”.

The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form
when requesting a warranty credit for a TYRX envelope.

The patient is implanted with an “Affected Device” and the device is
symptomatic pause until a ventricular escape beat occurs.

The hospital must return the explanted device to the Medtronic address below within 30 days of product replacement.

Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements,
including any such requirements relating to reporting either free or reduced-price products or warranty credits.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has evaluated the relative risks of prophylactic device removal and, upon request, a credit for a TYRX envelope used in connection
  with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
  the patient’s “Affected Device”.

The hospital must return the explanted device to the Medtronic address below within 30 days of product replacement.

Any credit extended because of this Supplemental Warranty is for the sole benefit of the patient and will be credited in full to the
patient’s account; and

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Supplemental Limited Warranty are as follows:

- The patient’s physician has determined that the patient cannot tolerate a non-susceptible pacing mode and is at risk for a
  symptomatic pause until a ventricular escape beat occurs.
- The physician has evaluated the relative risks of prophylactic device removal and, upon request, a credit for a TYRX envelope used in connection
  with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
  the patient’s “Affected Device”.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic issue a full warranty credit for the most
comparable Medtronic replacement Dual Chamber IPG available and, upon request, a credit for a TYRX envelope used in connection
with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
the patient’s “Affected Device”.

The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form
when requesting a warranty credit for a TYRX envelope.

The patient is implanted with an “Affected Device” and the device is
symptomatic pause until a ventricular escape beat occurs.

The hospital must return the explanted device to the Medtronic address below within 30 days of product replacement.

Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements,
including any such requirements relating to reporting either free or reduced-price products or warranty credits.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has evaluated the relative risks of prophylactic device removal and, upon request, a credit for a TYRX envelope used in connection
  with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of
  the patient’s “Affected Device”.

The hospital must return the explanted device to the Medtronic address below within 30 days of product replacement.

Any credit extended because of this Supplemental Warranty is for the sole benefit of the patient and will be credited in full to the
patient’s account; and

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Return devices within 30 days of product replacement to:
Medtronic, Inc., Return Product Analysis RCE172
7900 Central Avenue NE, Minneapolis, MN  55432
EnTrust® ICD SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)

Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed Warranty Claim Form to the number at the bottom of the Standard and Supplemental Warranty Claim Form.
4. Return explanted products to Medtronic’s Return Product Analysis Lab at the address listed on the Warranty Claim Form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44660.

This Supplemental Limited warranty is valid only for prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device replaced in patients with a battery voltage at or below 2.64 volts. This Supplemental Limited warranty is also valid for non-prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device that has experienced an unexpected End of Life (EOL) observation prior to the Elective Replacement Indicator (ERI) criteria being met and has a battery voltage of or below 2.64 volts or the patient’s device displays ERI (2.61v) and experiences an unexpected End of Life observation within one month post ERI, and is confirmed through analysis to be due to this issue.

As part of Medtronic’s June 2018 advisory regarding the EnTrust ICD device, Medtronic communicated to physicians that it may be appropriate to replace the devices ONLY in patients where the device is at or below the battery voltage of 2.64 volts or less.

Medtronic has communicated to physicians that if considering prophylactic device replacement in these patients, physicians should carefully assess individual patient circumstances against the known risk of a device replacement.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment that prophylactic replacement, for a patient, is in the patient’s best interests OR the patient’s device displays ERI (≤2.61v), experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue. Eligibility requirements under this Supplemental Limited Warranty are as follows:

The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming that:

- The patient’s EnTrust ICD is at or below the battery voltage of 2.64 volts
- OR
- The patient’s device is at or below 2.64 volts and experiences an unexpected End of Life observation prior to the Elective Replacement Indicator criteria being met.
- OR
- The patient’s device displays ERI (≤2.61v), experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue.
- AND
- No charge will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any charge to the patient will be in accordance with the patient’s insurance and applicable law.
- Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device.

Where the replacement in a patient of the Medtronic EnTrust ICD device meets the above criteria and has been replaced with another Medtronic device, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to ten percent (10%) of the net invoice price of the replacement Medtronic device, the net invoice price of the replacement Medtronic device, or the purchaser’s net contract price for a current Medtronic Implantable Cardiac Defibrillator (ICD) device.

This Supplement Limited warranty is valid only for prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device replaced in patients with a battery voltage at or below 2.64 volts. This Supplemental Limited warranty is also valid for non-prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device that has experienced an unexpected End of Life (EOL) observation prior to the Elective Replacement Indicator (ERI) criteria being met and has a battery voltage of or below 2.64 volts or the patient’s device displays ERI (2.61v) and experiences an unexpected End of Life observation within one month post ERI, and is confirmed through analysis to be due to this issue.

As part of Medtronic’s June 2018 advisory regarding the EnTrust ICD device, Medtronic communicated to physicians that it may be appropriate to replace the devices ONLY in patients where the device is at or below the battery voltage of 2.64 volts or less.

Medtronic has communicated to physicians that if considering prophylactic device replacement in these patients, physicians should carefully assess individual patient circumstances against the known risk of a device replacement.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment that prophylactic replacement, for a patient, is in the patient’s best interests OR the patient’s device displays ERI (≤2.61v), experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue. Eligibility requirements under this Supplemental Limited Warranty are as follows:

The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming that:

- The patient’s EnTrust ICD is at or below the battery voltage of 2.64 volts
- OR
- The patient’s device is at or below 2.64 volts and experiences an unexpected End of Life observation prior to the Elective Replacement Indicator criteria being met.
- OR
- The patient’s device displays ERI (≤2.61v), experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue.
- AND
- No charge will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any charge to the patient will be in accordance with the patient’s insurance and applicable law.
- Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device.

Where the replacement in a patient of the Medtronic EnTrust ICD device meets the above criteria and has been replaced with another Medtronic device, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to ten percent (10%) of the net invoice price of the replacement Medtronic device, the net invoice price of the replacement Medtronic device, or the purchaser’s net contract price for a current Medtronic Implantable Cardiac Defibrillator (ICD) device.
REQUESTING WARRANTY CREDIT

1. Hospital to return the explanted product to Medtronic’s Returned Product Analysis Lab within 30 days of the explant procedure.¹ For full leads not explanted, return clinical data² within 30 days of the product replacement procedure, showing failure of the lead to function within normal tolerances.

2. Hospital to complete, sign and submit Medtronic warranty claim form via fax to (800) 341-8847 or via email to rs.warranty@medtronic.com within 30 days of the product replacement procedure.

¹ Or as otherwise noted in the warranty card packaged with the product.
² Clinical data such as a full save-to-disk or device stored electrogram strips.

NOTE: For specific warranty qualification criteria, please reference the Medtronic Limited Warranty card included in the product packaging.
COMPLETING THE WARRANTY CLAIM FORM

Check Warranty Type:
- Standard Limited Warranty
- Field Advisory Supplemental Limited Warranty
  - Non-Prophylactic (non-elective replacement)
  - Prophylactic (elective replacement)
- Field Advisory Supplemental Limited Warranty

Complete Patient and Product Information

For warranty related questions contact Medtronic at:
- (877) 359-6407
- rs.warranty@medtronic.com

Fax warranty form to this number

Return explanted product and return paperwork to this address using Medtronic’s return mailer kit

NOTE: When requesting warranty for more than one product, complete one warranty claim form for each product.

Signature(s) required:
- Standard Limited Warranty: Authorized hospital representative
- Supplemental Warranties: Authorized hospital representative, Physician

Provide email and telephone number of authorized hospital representative so Medtronic can follow up with hospital representative if needed

Option to view and print information.
### Hospital Warranty Management Report Reference Guide

#### How to Use the Hospital Warranty Management Report

1. **Original Product Information**
   - Provides details regarding the explanted/capped product.

2. **Replacement Product Information**
   - If available, provides details regarding the product that replaced the original product.

3. **Warranty Status/Substatus Information**
   - Warranty Status will be one of the following:
     - Warranty Credit Issued
     - Approved
     - Pending*
     - Ineligible*
   - *If Warranty Status is Pending or Ineligible, the Warranty Substatus column will provide the reason. Please see the rest of this guide for more detail.

4. **Missing Information**
   - **HOSPITAL TO PROVIDE ADDITIONAL INFORMATION**
     - If Warranty Substatus is “Missing Information,” this section will indicate the information needed by Medtronic to complete the warranty assessment.
     - Please use the rest of this guide for more detail.

5. **Warranty Credit Information**
   - If warranty credit is issued, this section provides:
     - Credit Amount
     - Date Credit Issued
     - Invoice Number
     - Customer PO Number

---

<table>
<thead>
<tr>
<th>Patient Name</th>
<th>Original Product Number</th>
<th>Original Product Type</th>
<th>Original Product Notes</th>
<th>Replacement Product Number</th>
<th>Replacement Product Type</th>
<th>Replacement Product Notes</th>
<th>Warranty Status</th>
<th>Warranty Substatus</th>
<th>Warranty Credit Amount</th>
<th>Warranty Credit Date</th>
<th>Invoice Number</th>
<th>Customer PO Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>123456</td>
<td>Type A</td>
<td>Notes 1</td>
<td>789012</td>
<td>Type B</td>
<td>Notes 2</td>
<td>Approved</td>
<td></td>
<td>$1,234.56</td>
<td>02/23/2023</td>
<td>123456</td>
<td>123456</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>654321</td>
<td>Type B</td>
<td>Notes 3</td>
<td>987654</td>
<td>Type C</td>
<td>Notes 4</td>
<td>Pending*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mary Johnson</td>
<td>210987</td>
<td>Type C</td>
<td>Notes 5</td>
<td>876543</td>
<td>Type D</td>
<td>Notes 6</td>
<td>Ineligible*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

*Revision: 03/03/14*
Q: At the time of product replacement, if a device is nearing RRT/ERI (low battery indicator), but not yet at RRT/ERI, is the product eligible for warranty credit?

A: The RRT/ERI date must have occurred before the date of explant, and all other terms of the warranty must be met, in order for the product to be eligible for warranty credit. A device will display the RRT/ERI notification on the Medtronic Quick Look report if the device has reached its elective replacement indicator.

Q: Is a product eligible for warranty credit if a device is programmed with high outputs and reaches RRT/ERI within the warranty period?

A: A device with high outputs that reaches RRT/ERI, within the warranty period, is eligible for warranty credit, as long as all other terms of the warranty are met.
FREQUENTLY ASKED QUESTIONS — LEADS

Q: If a full lead is not explanted, what information is required to be returned to Medtronic for warranty consideration?

A: For full leads not explanted or for partial lead segments returned for analysis, clinical data (i.e., device stored electrogram strips or full save-to-disk) must be returned to the Medtronic Return Product Analysis Lab within 30 days of the product replacement procedure. The clinical data must show failure of the lead to function within normal tolerances.

Q: If a lead is replaced due to high pacing thresholds, is it eligible for warranty credit?

A: Leads that are only experiencing increasing or high pacing thresholds, in absence of any other issue, are not covered under the Medtronic Limited Warranty.
PRODUCT ANALYSIS BROCHURE

DEVICE AND LEAD ANALYSIS BROCHURE
The Returned Product Analysis (RPA) laboratory tests and evaluates cardiac rhythm products returned to Medtronic. This performance data serves as a means of identifying concerns in real time and provides information needed to refine the quality and reliability of current and future products.
Dear Patient,

This letter is intended to provide you with basic information about the Medtronic limited warranty and an overview of the warranty process.

Warranty reimbursement:

To start the reimbursement process:

- Mail, email, or fax copies of the following billing information to Medtronic Patient Services:

  Medtronic, Inc.
  Patient Services MVS14
  8200 Coral Sea St NE
  Mounds View, MN  55112
  Email: pshelp@medtronic.com
  Fax: 763-367-5809

  - Itemized final medical bills include:
    - A detailed list of all charges related to the date(s) of service to include the total amount
    - Reflects insurance has been billed and what insurance has covered
    - Clearly defines patient’s final out of pocket responsibility (what the patient owes)
    - Often has multiple pages
    - A “summary of charges” will not be considered
  
  - If you have not received an itemized bill, please contact the appropriate billing office to request an itemized bill
  
  - Explanation of Benefits (EOB):
    - Medical insurance overview of billing received
    - Defines patient’s final out of pocket responsibility (what the patient owes)

If the documentation you submit is not complete, this may delay the process and we will contact you to let you know what is needed.

There are two parts to a Medtronic heart device warranty:

1) Medtronic may issue a warranty credit to the hospital to be applied against the cost of your new Medtronic heart device. Depending on the applicable warranty terms, the credit amount may not entirely cover the cost of the new device. All terms of the warranty must be met in order for your heart device warranty credit to apply, including but not limited to the following:

...
For warranty related questions, contact the Medtronic CRM Warranty Team:
   – Warranty Hotline: (877) 359-6407
     - Option 1: Credit estimates
     - Option 2: General warranty inquiries
   – E-mail: rs.warranty@medtronic.com
   – Fax: (800) 341-8847

To check the status of a returned product, visit:
http://wwwp.medtronic.com/productperformance/

To order a product return mailer kit, contact the Medtronic Return Product Analysis Lab:
   – E-mail: crdm.returnedproduct@medtronic.com
   – Phone: (800) 328-2518 ext. 44800

For direct access to a warranty credit request form and Medtronic’s online version of the Warranty Reference Guide visit www.medtronic.com/crhfwarranty
Hospital returns explanted product (using Medtronic Return Mailer Kit) to Medtronic Return Product Analysis Lab, within 30 days of product explant.

Was product explanted from patient?

Yes (Devices and Full Leads)

Hospital returns appropriate clinical data (i.e. device stored electrogram strips or full save-to-disk) to Medtronic Return Product Analysis Lab, within 30 days of the product replacement procedure, showing failure of the lead to function within normal tolerances.

No (Leads Capped or Partially Explanted)

Medtronic analyzes the returned product.

Medtronic reviews the clinical data submitted for the lead not explanted.

Was a product anomaly identified?

Yes

Were all of the terms of the Medtronic Limited warranty met?

Yes

Product eligible for warranty credit. Medtronic issues warranty credit and mails a copy of the Credit Memo to the Hospital.

No

Product not eligible for warranty credit.

No

End

Hospital completes, signs and submits the Medtronic warranty claim form to (800) 341-8847, within 30 days of the product replacement procedure or email rs.warranty@medtronic.com.

Was product explanted from patient?
WARRANTY RESPONSIBILITIES

Hospital:
- Initiate Medtronic product warranty request.
- Complete, sign, and submit Medtronic warranty claim form to (800) 341-8847 or via email to rs.warranty@medtronic.com within 30 days of the product replacement procedure.
- Return the explanted product to Medtronic's Returned Product Analysis Lab within 30 days of the explant procedure. For full leads not explanted, return appropriate clinical data (i.e., device stored electrogram strips or full save-to-disk) within 30 days of the replacement procedure, showing failure of the lead to function within normal tolerances.

Medtronic Representative:
- At the time of product explant, upon request from the hospital or physician, Medtronic representative may assist the hospital with:
  - Completion of the return product paperwork and portions of the warranty claim form
  - Provide postage paid return mailer kits for return of the explanted product by the hospital
- The Medtronic representative may not return or take possession of the explanted product or fax/submit the warranty form on behalf of the hospital.
### MEDTRONIC LIMITED WARRANTY

#### SUMMARY

<table>
<thead>
<tr>
<th>Family Name</th>
<th>Device Type</th>
<th>Model Number</th>
<th>Warranty Coverage Period</th>
<th>Patient Uninsured Medical Expenses (URM)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PACEMAKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPG Standard Warranty</td>
<td>IPG</td>
<td>MC1AVR1</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Micra AV Transcatheter (VDD)</td>
<td>IPG</td>
<td>MC1VR01</td>
<td>10 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DEFIBRILLATORS</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ICD Standard Warranty</td>
<td>ICD</td>
<td>DDBB1D1</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Visia AF VR DF4</td>
<td>ICD</td>
<td>DVAB1D4</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Visia AF MRI S DF4</td>
<td>ICD</td>
<td>DVFC3D4</td>
<td>8 yr prorated from 5 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Visia AF VR DF1</td>
<td>ICD</td>
<td>DVAB1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Evera XT DR DF1</td>
<td>ICD</td>
<td>DVBB1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Evera XT VR DF1</td>
<td>ICD</td>
<td>DVFB1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Evera MRI VR DF1</td>
<td>ICD</td>
<td>DVMB1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Evera MRl VR DF4</td>
<td>ICD</td>
<td>DVPB1D4</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt XT VR MRI SureScan</td>
<td>ICD</td>
<td>DVP2A1D1</td>
<td>10 yr prorated from 6 yrs</td>
<td>Up to $2500</td>
</tr>
</tbody>
</table>

**To obtain a warranty credit for Medtronic’s implantable defibrillators, pacemakers, cardiac resynchronization therapy devices, cardiac monitors, and leads, The Medtronic limited warranty qualification criteria must be met. For actual limited warranty terms and conditions, reference product limited warranty card.**
<table>
<thead>
<tr>
<th>Family Name</th>
<th>Device Type</th>
<th>Model Number</th>
<th>Warranty Coverage Period</th>
<th>Patient Uninsured Medical Expenses (URM)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CARDiac RESYNCHRONIZATION THERAPY (CRT)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRT-P Standard Warranties</td>
<td>Standard CRTP</td>
<td>4 yr (no proration)</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>CRT-D Standard Warranties</td>
<td>Standard CRTD</td>
<td>4 yr prorated from 2 yrs</td>
<td>Up to $2500</td>
<td></td>
</tr>
<tr>
<td>Viva XT</td>
<td>CRTD</td>
<td>DTBA1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Viva XT</td>
<td>CRTD</td>
<td>DTBA1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Viva Quad XT</td>
<td>CRTD</td>
<td>DTBA1Q1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Viva Quad XT DF4</td>
<td>CRTD</td>
<td>DTBA1QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Claria MRI DF1</td>
<td>CRTD</td>
<td>DTMA1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Claria MRI DF4</td>
<td>CRTD</td>
<td>DTMA1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Claria MRI Quad DF1</td>
<td>CRTD</td>
<td>DTMA1Q1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Claria MRI Quad DF4</td>
<td>CRTD</td>
<td>DTMA1QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Amplia MRI DF1</td>
<td>CRTD</td>
<td>DTMB1D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Amplia MRI DF4</td>
<td>CRTD</td>
<td>DTMB1D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Amplia MRI Quad DF1</td>
<td>CRTD</td>
<td>DTMB1Q1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Amplia MRI Quad DF4</td>
<td>CRTD</td>
<td>DTMB1QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt XT HF MRI DC</td>
<td>CRTD</td>
<td>DTPA2D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt XT HF MRI DC</td>
<td>CRTD</td>
<td>DTPA2D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt XT HF Quad MRI SureScan</td>
<td>CRTD</td>
<td>DTPA2Q1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt XT HF Quad MRI SureScan</td>
<td>CRTD</td>
<td>DTPA2QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt HF MRI SureScan DC</td>
<td>CRTD</td>
<td>DTPB2D1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt HF MRI SureScan DC</td>
<td>CRTD</td>
<td>DTPB2D4</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt HF Quad MRI SureScan</td>
<td>CRTD</td>
<td>DTPB2Q1</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td>Cobalt HF Quad MRI SureScan</td>
<td>CRTD</td>
<td>DTPB2QQ</td>
<td>6 yr prorated from 4 yrs</td>
<td>Up to $2500</td>
</tr>
<tr>
<td><strong>INSETtable CARDiac monItorS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reveal LINQ/LINQ II</td>
<td>ICM</td>
<td>LNQ11/LNQ22</td>
<td>18 months (no proration)</td>
<td>Up to $1500</td>
</tr>
<tr>
<td><strong>Leads</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brady Leads</td>
<td>Leads</td>
<td>Lifetime</td>
<td></td>
<td>Up to $1200</td>
</tr>
<tr>
<td>Tachy Leads implanted prior to 12/01/08</td>
<td>Leads</td>
<td>5 yr (no proration)</td>
<td>Up to $1200</td>
<td></td>
</tr>
<tr>
<td>Tachy Leads implanted on or after 12/01/08</td>
<td>Leads</td>
<td>Lifetime</td>
<td>Up to $1200</td>
<td></td>
</tr>
</tbody>
</table>

To obtain a warranty credit for Medtronic’s implantable defibrillators, pacemakers, cardiac resynchronization therapy devices, cardiac monitors, and leads, The Medtronic limited warranty qualification criteria must be met. For actual limited warranty terms and conditions, reference product limited warranty card.
WARRANTY CLAIM PROCESS

The Medtronic warranty process is designed to ensure sufficient and consistent documentation supports every financial transaction.¹ The Medtronic Limited Warranty qualification criteria includes:²

- The hospital must return the explanted product to Medtronic’s Returned Product Analysis Lab within 30 days of the explant procedure.³ For full leads not explanted, the hospital must return clinical data,⁴ within 30 days of the replacement procedure, showing failure of the lead to function within normal tolerances.
- The hospital must submit the Medtronic warranty claim form within 30 days of the replacement procedure
- Medtronic will analyze the returned product and the analysis must confirm it was at recommended replacement time or was functioning outside of normal tolerances, within the warranty period

¹ Warranties are for the benefit of the patient. Any warranty credit issued should be credited to the patient’s account. You may also be required to report the amounts received to the patient’s payor, including Medicare.
² For specific warranty qualification criteria, please reference the Medtronic Limited Warranty card included in the product packaging.
³ Or as otherwise noted in the warranty card packaged with the product.
⁴ Clinical data such as a full save-to-disk or device stored electrogram strips.

For questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

To check the status of a returned product, visit: http://wwwp.medtronic.com/productperformance/
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning

Implantable Pulse Generator

A. This Limited Warranty\(^1\) provides, at any time due to the quality of materials and workmanship or for a period of five (5) years due to battery cell depletion commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Pulse Generator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

\(^1\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(2) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FIVE (5) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsection A(1) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and indicating that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.
The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its test and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1) AND A(2). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.
(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Medtronic Micra® Transcatheter Pacemaker (VVIR)

Limited warranty and general warning
A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Micra Transcatheter Pacemaker (VVIR) (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/60th per month) over this five (5) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in subsection A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing and other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) If the Device is explanted, it must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a warranty credit under this Limited Warranty, the Patient-Purchaser agrees that the Device shall be the property of Medtronic. If the Device is not explanted, within thirty (30) days of product replacement, the Device serial number must be provided along with clinical data, such as the full Device save-to-media, showing failure of the Device to function within normal tolerances, or that the device reached its Recommended Replacement Time due to battery depletion.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and indicating that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Warranties are for the benefit of the patient and any warranty credit previously issued, or warranty credit which may be issued in the future, should be credited to the patient’s account. The purchaser may also be required to report the amounts received to the patient's payor, including Medicare.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its test and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. EXCEPT AS EXPRESSLY PROVIDED BY THIS LIMITED WARRANTY, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO ACCESSORIES USED WITH THE DEVICE.
General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device. These limitations unavoidably reduce the potential performance and longevity of the device despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and its implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Medtronic Micra® Transcatheter Pacemaker (VVIR)

Limited warranty and general warning
A. This Limited Warranty¹ provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Micra Transcatheter Pacemaker (VVIR) (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/60th per month) over this five (5) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in subsection A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing and other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) If the Device is explanted, it must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a warranty credit under this Limited Warranty, the Patient-Purchaser agrees that the Device shall be the property of Medtronic. If the Device is not explanted, within thirty (30) days of product replacement, the Device serial number must be provided along with clinical data, such as the full Device save-to-media, showing failure of the Device to function within normal tolerances, or that the device reached its Recommended Replacement Time due to battery depletion.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and indicating that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Warranties are for the benefit of the patient and any warranty credit previously issued, or warranty credit which may be issued in the future, should be credited to the patient's account. The purchaser may also be required to report the amounts received to the patient's payor, including Medicare.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its test and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND fitness for a particular use. The remedies provided under this Limited Warranty are the Patient’s exclusive remedies. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. EXCEPT AS EXPRESSLY PROVIDED BY THIS LIMITED WARRANTY, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO ACCESSORIES USED WITH THE DEVICE.
General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device. These limitations unavoidably reduce the potential performance and longevity of the device despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and its implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Medtronic

NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Medtronic Micra® AV Transcatheter Pacemaker (VDD)

Limited warranty and general warning

A. This Limited Warranty¹ provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Micra AV Transcatheter Pacemaker (VDD) (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in subsection A(1) ad A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing and other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) If the Device is explanted, it must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a warranty credit under this Limited Warranty, the Patient-Purchaser agrees that the Device shall be the property of Medtronic. If the Device is not explanted, within thirty (30) days of product replacement, the Device serial number must be provided along with clinical data, such as the full Device save-to-media, showing failure of the Device to function within normal tolerances, or that the device reached its Recommended Replacement Time due to battery depletion.
(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and indicating that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Warranties are for the benefit of the patient and any warranty credit previously issued, or warranty credit which may be issued in the future, should be credited to the patient’s account. The purchaser may also be required to report the amounts received to the patient's payor, including Medicare.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its test and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. EXCEPT AS EXPRESSLY PROVIDED BY THIS LIMITED WARRANTY,
MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device. These limitations unavoidably reduce the potential performance and longevity of the device despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and its implantation, which have either been
furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of five (5) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the three (3) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis,MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after three (3) years but prior to five (5) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FIVE (5) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections. PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

1. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Limited warranty and general warning

Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Limited warranty and general warning

Evera™ XT VR Implantable Cardioverter
Defibrillator limited warranty models DVBB1D4, DVBB1D1

A. This Limited Warranty¹ provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Evera XT VR Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after six (6) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/48th per month) over this four (4) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Evera™ XT DR Implantable Cardioverter
Defibrillator limited warranty models DDBB1D4,
DDBB1D1

A. This Limited Warranty provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Evera XT DR Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty¹ provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty\(^1\) provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

\(^1\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after six (6) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/48th per month) over this four (4) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty\(^1\) provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

\(^1\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after six (6) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/48th per month) over this four (4) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient ("Patient") who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after six (6) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/48th per month) over this four (4) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE TEN (10) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty\(^1\) provides, for a period of eight (8) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

\(^{1}\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but prior to eight (8) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of five (5) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the three (3) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis,MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after three (3) years but prior to five (5) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FIVE (5) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Limited warranty

Manufacturer’s Eight (8)-Year Limited Warranty and General Warning provided by Medtronic, Inc. (or such other legal entity as may be referred to as the manufacturer on the labeling of this device) (“Medtronic”)

Implantable Cardioverter Defibrillator (the “Device”) limited warranty (the “Limited Warranty”)

A. What the Limited Warranty provided by Medtronic covers

(1) This Limited Warranty is given by Medtronic and provides the assurances set out below to and for the sole benefit of the purchaser of the Device (the “Purchaser”) for a period of eight (8) years commencing on the date of the original implant (the “Implantation Date”) of the Device in a patient. This Limited Warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights, which vary from jurisdiction to jurisdiction and this Limited Warranty does not affect those rights.

In this Limited Warranty, “Purchaser” means either (but never both of) A(2) or A(3):

(2) The patient in whom the Device has been implanted if he or she purchased the Device and the Replacement (as defined below) or if the Device and the Replacement were purchased on the patient’s behalf by the implanting hospital, other clinical facility or healthcare professional that implanted the Device or the Replacement (the “Healthcare Institution”), provided in such a case that the cost of the Device and the Replacement has in each case been charged to the patient’s account by the Healthcare Institution at the Implantation Date and at the date of the implantation of the Replacement, including in circumstances where the patient’s account has been, and/or will be, discharged either wholly or in part by a third party payor (this category of Purchaser is referred to in this Limited Warranty as a “Patient-Purchaser”); or

(3) The Healthcare Institution that purchased and implanted the Device at the Implantation Date, provided that:

a) the cost of the Device has been charged to the account of the relevant Healthcare Institution; and

b) the Healthcare Institution’s claim under this Limited Warranty is solely for the purpose of obtaining a second Medtronic device to be used by it as a Replacement (as defined below) for the Device for the same patient (this category of Purchaser is referred to in this Limited Warranty as an “Institution-Purchaser”).

The assurances and benefits to which the Purchaser is entitled under this Limited Warranty are strictly limited to, and do not extend beyond, one or other of the warranty credits set out at A(4) and A(5) below:

(4) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the five (5) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the Purchaser for a Medtronic device to be used as a replacement of the Device (the “Replacement”) for the same patient, equal to the lesser of the net price paid by the Purchaser: (i) for the Device (the “Original Purchase Price”), or (ii) for the Replacement (the “Actual Purchase Price”); or

b) Without charge, provide to the Purchaser a Replacement for use in the patient in whom the Device was originally implanted that is functionally comparable to the Device.

(5) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after five (5) years but before the end of eight (8) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/36th per month) over this three (3) year period.

In no event will any warranty credit issued under this Limited Warranty exceed the Original Purchase Price or the Actual Purchase Price.

(6) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE EIGHT (8) YEAR WARRANTY PERIOD. The Device batteries have a specified capacity that may deplete at different rates depending on individual patient Device settings and individual patient requirements for pacing, cardioversion, defibrillation or other Device functions. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the warranty credits set out in Subsections A(4) and A(5) above will still apply to a Device that must be replaced during the applicable warranty period due to battery depletion.

B. Instructions on how to claim under this Limited Warranty

For specific instructions about how to obtain a warranty credit for a replaced Device under this Limited Warranty, Purchasers should contact Medtronic at one of the addresses at the end of this warranty document and applicable to the country where your Device or Replacement was implanted, or contact Medtronic at www.medtronic.com. In general, in order to claim under this Limited Warranty, all of the following conditions must be met:

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) In jurisdictions where it is a legal requirement or established practice to register a Device with the manufacturer, all Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within ninety (90) days of explantation. By returning the replaced Device and seeking a warranty credit under this Limited Warranty, the
C. This Limited Warranty is limited to its express terms. In particular:

(1) This Limited Warranty is made solely for the benefit of the Purchaser.

(2) The warranty credits provided under this Limited Warranty as described in subsections A(4) or A(5) above are the Purchaser’s sole entitlement under this Limited Warranty and no such warranty credit shall extend beyond the period specified in subsections A(4), A(5), and A(6).

(3) To the maximum extent permitted by law, the warranty credits set out at A(4) and A(5) above under this Limited Warranty are exclusive and in lieu of all other warranties and remedies, and Medtronic specifically disclaims all statutory or implied warranties or conditions, including but not limited to, warranties of merchantability, satisfactory quality and fitness for a particular purpose. If statutory or implied warranties cannot lawfully be declared or restricted in a particular jurisdiction, then to the extent permitted by law in such jurisdiction, all such warranties shall be limited in duration to the longer of the legal minimum period or the periods specified in subsections A(4), A(5), and A(6) of this Limited Warranty and to the replacement and credit provisions detailed in subsections A(4) and A(5) of this Limited Warranty.

(4) To the maximum extent permitted by law, Medtronic is not responsible for, and this Limited Warranty is not intended to confer, any responsibility for any direct, special, incidental or consequential damages, losses or expenses resulting from any breach of this Limited Warranty or under any other legal theory whether or not Medtronic was advised or aware of the possibility of such damage, losses or expenses. In some jurisdictions, the foregoing limitation is not legally permitted to apply to death or personal injury claims, fraud or any statutory liability for intentional and grossly negligent or negligent acts and/or omissions, so the above exclusion or limitation may not be applicable to the Purchaser in such jurisdictions.

(5) If any part or term of this 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid.

(6) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(7) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

(8) Any warranty issued by the local Medtronic office in the country of purchase supersedes this Limited Warranty.

General Warning

Medtronic devices, including but not limited to the Device are implanted in the extremely hostile environment of the human body. In addition, each patient requires individual treatment by the physician including but not limited to individual settings of the Device. The hostile body environment and the clinical necessity for patient individual settings for the Device place severe limitations on the design and function of the Device and the lead. These limitations unavoidably reduce the potential performance and longevity of the Device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of devices and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.

Important Note

Medtronic recommends physicians fully disclose all safety and performance risks associated with the implant of a device or the lead to the patient before the implantation date. Medtronic similarly recommends patients always talk with their physicians about diagnosis and treatment information and ensure that they understand and carefully follow that information. In addition Medtronic refers physicians to the implant instructions delivered with every device and lead which include further important measures which physicians should take regarding implant techniques and selection of appropriate individual patient settings for a device in order to minimize the risk of reduced safety or performance, including longevity, of a device and lead.
Garantie limitée

Garantie limitée de huit (8) ans du fabricant et avertissement général fournis par Medtronic, Inc. (ou toute autre entité légale susceptible d’être désignée comme le fabricant sur l’étiquetage de ce dispositif) ("Medtronic")

Garantie limitée (la “Garantie limitée”) du défibrillateur automatique implantable (le "Dispositif")

A. Couverture de la Garantie limitée offerte par Medtronic

1. La présente Garantie limitée est accordée par Medtronic et garantit ce qui suit à l'acheteur du Dispositif (l'"Acheteur"), pour son seul bénéfice, pour une période de huit (8) ans à compter de la date d'implantation initiale (la "Date d'implantation") du Dispositif. Cette Garantie limitée donne à l'Acheteur des droits légaux spécifiques. L'Acheteur peut également prétendre à d'autres droits, qui varient d'une juridiction à l'autre, et la présente Garantie limitée n'a aucune incidence sur ces droits.

2. Les garanties et bénéfices auxquels a droit l'Acheteur dans le cadre de cette Garantie limitée sont strictement limités à, et ne sauraient s'étendre au-delà, l'un ou l'autre des crédits de garantie stipulés en A(4) et A(5) ci-dessous :

a) Le coût du Dispositif ait été imputé sur le compte de l'Établissement de santé concerné ; et que

b) La demande déposée par l'Établissement de santé dans le cadre de cette Garantie limitée ne vise qu'à obtenir un deuxième dispositif de Medtronic afin de l'utiliser comme Dispositif de remplacement (tel que défini ci-dessous) du Dispositif pour le même patient (cette catégorie d'Acheteur est désignée sous le terme "Patient-Acheteur") dans le cadre de cette Garantie limitée ;

3. L'Établissement de santé qui a acheté et implanté le Dispositif à la Date d'implantation, sous réserve que :

a) Émettra un crédit à l'Acheteur, d'un montant égal au plus bas du prix net payé par l'Acheteur, pour un dispositif de Medtronic qui devra être utilisé en remplacement du Dispositif (le "Dispositif de remplacement") pour le même patient : (i) pour le Dispositif (le "Prix d'achat initial") ou (ii) pour le Dispositif de remplacement (le "Prix d'achat réel") ; ou,

b) Sans frais, remettra à l'Acheteur un Dispositif de remplacement, d'une fonctionnalité similaire à celle du Dispositif, qui devra être utilisé sur le patient chez lequel le Dispositif a été implanté initialement.

4. Dans l'éventualité où le Dispositif fonctionnerait d'une manière non conforme à son fonctionnement et à ses performances attendus en raison de la qualité des matériaux ou de la fabrication, et où ce dysfonctionnement se produisait au cours de la période de cinq (5) ans débutant à la Date d'implantation, Medtronic émettra un crédit à l'Acheteur à l'achat d'un dispositif de remplacement, d'un montant égal à la moitié (1/2) du montant le plus bas du prix d'achat initial ou du prix d'achat réel, qui sera diminué au prorata, (à un taux de 1/36ème par mois) pendant cette période de trois (3) ans. En aucun cas un crédit de garantie émis dans le cadre de cette Garantie limitée n'excédera le prix d'achat initial ou le prix d'achat réel.

5. Dans l'éventualité où le Dispositif fonctionnerait d'une manière non conforme à son fonctionnement et à ses performances attendus en raison de la qualité des matériaux ou de la fabrication et où ce dysfonctionnement se produisait après une période de cinq (5) ans, mais avant que huit (8) ans se soient écoulés depuis la Date d'implantation, Medtronic émettra un crédit à l'Acheteur à l'achat d'un dispositif de remplacement, d'un montant égal à la moitié (1/2) du montant le plus bas du prix d'achat initial ou du prix d'achat réel, qui sera diminué au prorata, (à un taux de 1/36ème par mois) pendant cette période de trois (3) ans.

6. LA PRÉSENTE GARANTIE LIMITÉE NE CERTIFIE PAS QUE LA PILE DE CE DISPOSITIF DURERA LA TOTALITÉ DE LA PÉRIODE DE GARANTIE DE HUIT (8) ANS. Les piles du dispositif ont une capacité déterminée qui peut s'épuiser à un rythme différent en fonction des réglages du dispositif et des exigences de stimulation, de cardioversion, de défibrillation ou d'autres fonctions du dispositif propres à chaque patient. Bien que la pile se décharge après un certain temps et que ceci ne soit pas considéré comme résultant de la qualité des matériaux ou de la fabrication, les crédits de garantie stipulés dans les sous-paragraphes A(4) et A(5) ci-dessus s'appliqueraient néanmoins à un Dispositif qui devra être remplacé au cours de la période de garantie en vigueur à cause de l'épuisement des piles.

B. Instructions relatives aux demandes faites dans le cadre de cette Garantie limitée

Pour des instructions spécifiques sur l'obtention d'un crédit de garantie pour un Dispositif remplacé dans le cadre de cette Garantie limitée, les Acheteurs doivent contacter Medtronic à l'une des adresses mentionnées à la fin du présent document de garantie pour le pays d'implantation de votre Dispositif ou Dispositif de remplacement, ou bien contacter Medtronic sur le site Web www.medtronic.com. En règle générale, pour pouvoir déposer une demande dans le cadre de cette Garantie limitée, toutes les conditions suivantes doivent être remplies :

1. Le Dispositif doit être implanté à ou avant sa date de péremption avec des sondes de Medtronic ou des sondes de qualité équivalente présentant des caractéristiques électriques analogues.

2. Le Dispositif doit être utilisé conformément à son étiquetage et ne doit faire l'objet d'aucune altération, utilisation erronée, réutilisation, utilisation abusive, accident ou manipulation incorrecte.

3. Dans les juridictions dans lesquelles l'enregistrement d'un Dispositif auprès du fabricant constitue une exigence légale ou une pratique établie, tous les documents relatifs à l'enregistrement du Dispositif doivent être remplis et retournés à Medtronic dans les trente (30) jours suivant la Date d'implantation.

4. Les Dispositifs remplacés doivent être retournés à Medtronic à l'adresse indiquée ci-dessous dans un délai de quatre-vingt-dix (90) jours suivant l'expiration. En retournant le Dispositif remplacé et en demandant un crédit de garantie dans le cadre de cette Garantie limitée, le Patient-Acheteur consent à ce que le Dispositif remplacé devienne la propriété de Medtronic. Pour ce qui est des Établissements-Acheteurs, le retour du Dispositif remplacé et la demande d'un crédit de garantie dans le cadre de
C. La présente Garantie limitée est limitée à ses dispositions expresses. En particulier :

(1) Cette Garantie limitée est accordée uniquement pour le bénéfice de l'Acheteur.

(2) Les crédits de garantie émis dans le cadre de cette Garantie limitée, conformément au sous-paragraphe A(4) ou A(5) ci-dessus, sont les seules droits dont bénéficie l'Acheteur selon les termes de cette Garantie limitée et ce crédit de garantie ne devra pas s'étendre au-delà de la période indiquée dans les sous-paragraphe A(4), A(5) et A(6).

(3) Dans la mesure maximale autorisée par la loi, les crédits de garantie énoncés en A(4) et A(5) ci-dessus dans le cadre de cette Garantie limitée sont exclusifs et substituent toutes les autres garanties et compensations, et Medtronic rejette spécifiquement toutes les garanties ou conditions statutaires ou implicites, y compris, sans toutefois s'y limiter, les garanties de qualité marchande, de qualité satisfaisante et d’adéquation à un but particulier. Si les garanties statutaires ou implicites ne peuvent pas être rejetées ni restreintes de manière légale dans une juridiction particulière, dans la mesure autorisée par la loi dans cette juridiction, toutes ces garanties seront alors limitées en durée à la période la plus longue de la période minimale légale ou des périodes indiquées dans les sous-paragraphe A(4), A(5) et A(6) de cette Garantie limitée ainsi qu'aux dispositions relatives au remplacement et au crédit détaillées dans les sous-paragraphe A(4) et A(5) de cette Garantie limitée.

(4) Dans la mesure maximale autorisée par la loi, Medtronic ne sera pas tenue responsable de, et cette Garantie limitée ne vise pas à conférer de responsabilité en matière de, dommages directs, spéciaux, fortuits ou consécutifs, pertes ou frais résultant d'une violation de cette Garantie limitée ou selon toute autre théorie légale, que Medtronic ait ou non été avisé ou conscient de la possibilité de ces dommages, pertes ou frais. Dans certaines juridictions, la limitation susdite ne s'applique pas légalement aux demandes liées au décès ou aux blessures corporelles, à la fraude ou à une quelconque responsabilité légale pour les actes et/ou omissions intentionnels et excessivement négligents ou négligents de sorte que l'exclusion ou la limitation susmentionnée peut ne pas s'appliquer à l'Acheteur dans ces juridictions.

(5) Si une partie ou une disposition de la présente Garantie limitée devait être considérée de manière illégale, non applicable ou contraire à la loi inférieure par un tribunal compétent, la validité des autres dispositions de la présente Garantie limitée n’en sera pas affectée et tous les autres droits et obligations seront interprétés et appliqués sans tenir compte de la partie ou de la disposition considérée comme illégale.

(6) Personne ne dispose de l'autorité nécessaire pour obliger Medtronic à une quelconque déclaration, condition ou garantie s'appliquant au Dispositif qui s'écarte à quelque égard que ce soit de cette Garantie limitée.

(7) CETTE GARANTIE LIMITÉE NE S'APPLIQUE PAS AUX SONDES OU ACCESSOIRES UTILISÉS AVEC LE DISPOSITIF.

(8) Toute garantie accordée par le bureau Medtronic local dans le pays d'achat remplace cette Garantie limitée.

Avertissement général

Les dispositifs de Medtronic, y compris, sans toutefois s'y limiter, le Dispositif, sont implantés dans l'environnement extrêmement hostile du corps humain. Chaque patient requiert en outre un traitement adapté à son cas, comprenant, sans toutefois s'y limiter, les réglages du Dispositif. L'environnement hostile du corps et la nécessité clinique de réglages du Dispositif qui soient comprimés au patient imposent des contraintes importantes à la conception et au fonctionnement du Dispositif et de la sonde. Ces contraintes réduisent inévitablement la sécurité ou des performances, notamment la longévité, d'un dispositif et d'une sonde.

Remarque importante

Medtronic recommande aux médecins d'informer le patient de tous les risques de sécurité et de performance associés à l'implantation d'un dispositif ou de la sonde avant la date d'implantation. De la même manière, Medtronic recommande aux patients de demander systématiquement à leur médecin des informations sur le diagnostic et le traitement et de s'assurer qu'ils ont bien compris et qu'ils suivent scrupuleusement ces informations. Medtronic renvoie en outre les médecins aux instructions d'implantation remises avec chaque dispositif et avec chaque sonde, qui comportent d'autres mesures importantes que les médecins doivent observer quant aux techniques d'implantation et au choix des réglages du dispositif appropriés à chaque patient afin de réduire au maximum le risque de diminution de la sécurité ou des performances, notamment la longévité, d'un dispositif et d'une sonde.
Garantieerklärung

Auf acht (8) Jahre befristete Garantie des Herstellers und allgemeiner Warnhinweis von Medtronic, Inc. (oder einer anderen juristischen Person, die in der Dokumentation als Hersteller angegeben ist) („Medtronic“)

Implantierbarer Kardioverter-Defibrillator (das „Gerät“) – Garantie (die „Garantie“)

A. Umfang der Garantie von Medtronic


(2) Der Käufer, sofern er das Gerät und das Ersatzgerät (wie unten definiert) gekauft hat oder wenn das Gerät und das Ersatzgerät von dem die Implantation durchführenden Krankenhaus, einer anderen medizinischen Einrichtung oder einem anderen Arzt („Gesundheitseinrichtung“) im Namen des Patienten gekauft wurden, vorausgesetzt, die Gesundheitseinrichtung hat dem Patienten die Kosten für das Gerät und das Ersatzgerät am jeweiligen Implantationsdatum in Rechnung gestellt. Gleiches gilt, wenn die Kosten ganz oder teilweise von einem Dritten für den Patienten übernommen wurden und/oder werden (solche Käufer werden in dieser Garantie als „Patientenkäufer“ bezeichnet); oder

(3) Die Gesundheitseinrichtung, die das Gerät zum Implantationsdatum gekauft und implantiert hat, vorausgesetzt, dass:
   a) die Kosten des Geräts in der Gesundheitseinrichtung in Rechnung gestellt wurden; und
   b) die Reklamation der Gesundheitseinrichtung im Rahmen dieser Garantie ausschließlich dem Erhalt eines zweiten Medtronic-Geräts dient, das als Ersatzgerät (wie unten definiert) für derselben Patienten verwendet wird (solche Käufer werden in dieser Garantie als „Einrichtungskäufer“ bezeichnet).

Die Zusicherungen und Leistungen, die dem Käufer im Rahmen dieser Garantie zustehen, sind ausschließlich auf eine der in Abschnitten A(4) und A(5) aufgeführten Garantiegutschriften beschränkt:

(4) Werden der bestimmungsgemäße Betrieb und die Leistung des Geräts durch die Qualität des Materials oder der Verarbeitung innerhalb des Garantiezeitraums von fünf (5) Jahren ab Implantationsdatum beeinträchtigt, leistet Medtronic nach eigenem Ermessen wie folgt Ersatz:
   a) Medtronic erteilt dem Käufer eine Gutschrift für ein Medtronic-Gerät als Ersatzgerät (das „Ersatzgerät“) für derselben Patienten. Der Wert der Gutschrift entspricht dem jeweils niedrigeren Wert des vom Käufer gezahlten Netto-Kaufpreises:
      i) für das Gerät (der „ursprüngliche Kaufpreis“) oder
      ii) für den Ersatz (der „aktuelle Kaufpreis“) entspricht; oder
   b) Medtronic erteilt dem Käufer kostenlos ein dem Gerät funktional vergleichbares Ersatzgerät zur Implantation in demselben Patienten zur Verfügung.


In keinem Fall wird die Garantiegutschrift im Rahmen dieser Garantie den ursprünglichen Kaufpreis oder den aktuellen Kaufpreis überschreiten.

(6) DIESE GARANTIE STELLT KEINE ZUSICHERUNG DAR, DASS DIE BATTERIE DIESES GERÄTS WÄHREND DES GESAMTEN GARANTIEZEITRAUMS VON ACHT (8) JAHREN HÄLT. Die Batterien des Geräts haben eine bestimmte Kapazität. Wenn die Batterien erschöpft sind, hängt von den individuellen Patienteneinstellungen des Geräts und den individuellen Anforderungen des Patienten an Stimulation, Kardioversion oder Defibrillation oder anderen Gerätefunktionen ab, so dass der Patient je nach Patient eine unterschiedliche tatsächliche Laufzeit haben kann. Obwohl die Batterie im Laufe der Zeit erschöpft und dies nicht auf die Qualität des Materials oder der Verarbeitung zurückzuführen ist, gewährt Medtronic dennoch die Garantie, dass die Batterie innerhalb des Garantiezeitraums von acht (8) Jahren ab Implantationsdatum beeinträchtigt, leistet Medtronic nach eigenem Ermessen wie folgt Ersatz:
   a) Medtronic erteilt dem Käufer eine Gutschrift für ein Medtronic-Gerät als Ersatzgerät (das „Ersatzgerät“) für derselben Patienten. Der Wert der Gutschrift entspricht dem jeweils niedrigeren Wert des vom Käufer gezahlten Netto-Kaufpreises:
      i) für das Gerät (der „ursprüngliche Kaufpreis“) oder
      ii) für den Ersatz (der „aktuelle Kaufpreis“) entspricht; oder
   b) Medtronic erteilt dem Käufer kostenlos ein dem Gerät funktional vergleichbares Ersatzgerät zur Implantation in demselben Patienten zur Verfügung.

B. Inanspruchnahme von Garantieleistungen

Für genaue Informationen über die Inanspruchnahme einer Garantiegutschrift für ein zu ersetzendes Gerät im Rahmen dieser Garantie können sich Käufer über eine der Anschreiben am Ende dieser Garantie an die Medtronic-Niederlassung des Landes wenden, in dem das Gerät oder das Ersatzgerät implantiert wurden, oder Medtronic über www.medtronic.com kontaktieren. Grundsätzlich müssen alle folgenden Voraussetzungen erfüllt sein, um einen Anspruch im Rahmen dieser Garantie zu haben:

(1) Das Gerät muss vor Ablauf des Verfalls- oder Haltbarkeitsdatums zusammen mit einer Medtronic-Elektrode oder Elektroden gleicher Qualität und vergleichbarer elektrischer Kenndaten implantiert worden sein.

(2) Das Gerät muss gemäß der Zulassung verwendet worden sein und darf nicht manipuliert, zweckentfremdet, wiederverwendet, unsachgemäß oder falsch gebraucht oder infolge eines Unfalls beschädigt worden sein.

(3) In Ländern, in denen die Registrierung von Geräten beim Hersteller gesetzlich vorgeschrieben oder üblich ist, müssen alle Geräteregistrierungen innerhalb von dreißig (30) Tagen nach dem Implantationsdatum vollständig ausgefüllt sein.

B. Inanspruchnahme von Garantieleistungen

Für genaue Informationen über die Inanspruchnahme einer Garantiegutschrift für ein zu ersetzendes Gerät im Rahmen dieser Garantie können sich Käufer über eine der Anschreiben am Ende dieser Garantie an die Medtronic-Niederlassung des Landes wenden, in dem das Gerät oder das Ersatzgerät implantiert wurden, oder Medtronic über www.medtronic.com kontaktieren. Grundsätzlich müssen alle folgenden Voraussetzungen erfüllt sein, um einen Anspruch im Rahmen dieser Garantie zu haben:

(1) Das Gerät muss vor Ablauf des Verfalls- oder Haltbarkeitsdatums zusammen mit einer Medtronic-Elektrode oder Elektroden gleicher Qualität und vergleichbarer elektrischer Kenndaten implantiert worden sein.

(2) Das Gerät muss gemäß der Zulassung verwendet worden sein und darf nicht manipuliert, zweckentfremdet, wiederverwendet, unsachgemäß oder falsch gebraucht oder infolge eines Unfalls beschädigt worden sein.

(3) In Ländern, in denen die Registrierung von Geräten beim Hersteller gesetzlich vorgeschrieben oder üblich ist, müssen alle Geräteregistrierungen innerhalb von dreißig (30) Tagen nach dem Implantationsdatum vollständig ausgefüllt sein.


(5) Der Käufer muss ersetzten Geräten ein Schreiben beifügen, aus dem hervorgeht, dass das ersetzte Gerät an Medtronic zurückgesendet wird, damit festgestellt werden kann, ob die Garantiebedingungen erfüllt sind.

5


DER KÄUFER IST VERANTWORTLICH FÜR DIE EINHALTUNG DER VORLIEGENDEN BEDINGUNGEN, UM SEINEN ANSPRUCH AUF DIE GARANTIELEISTUNGEN SICHERZUSTELLEN.

C. Diese Garantie ist auf ihre ausdrücklichen Bestimmungen beschränkt. Insbesondere gilt:

(1) Diese Garantie gilt nur gegenüber dem Käufer.
(5) Sollte gerichtlich festgestellt werden, dass Teile dieser Garantie unwirksam, nicht durchsetzbar oder im Widerspruch zu geltendem Recht stehen, berührt dies die Gültigkeit der restlichen Klauseln der Garantie nicht, und alle Rechte und Pflichten aus dieser Garantie sind so auszulegen und umzusetzen, als sei der für ungültig erklärte Teil nicht in der Garantie enthalten.
(6) Niemand ist berechtigt, Medtronic für eine Darstellung, Bedingung oder Garantie in Bezug auf das Gerät haftbar zu machen, die in irgendeiner Hinsicht von dieser Garantie abweicht.
(7) DIESE GARANTIE FINDET KEINE ANWENDUNG AUF MIT DEM GERÄT VERWENDET ELEKTRODEN ODER ZUBEHÖR.

Allgemeiner Warnhinweis

Wichtiger Hinweis
Medtronic empfiehlt Ärzten, Patienten vor dem Implantationsdatum über alle Sicherheits- und Leistungsrisiken vollumfänglich aufzuklären, die mit der Implantation eines Geräts oder der Elektrode verbunden sind. Ebenso empfiehlt Medtronic Patienten, stets mit ihren Ärzten über die Diagnose und Behandlung zu sprechen und sicherzustellen, dass sie diese Informationen verstehen und sorgfältig befolgen. Zusätzlich weist Medtronic Ärzte auf die mit jedem Gerät und jeder Elektrode gelieferten Implantationsanweisungen hin, die weitere wichtige Maßnahmen für Ärzte in Bezug auf Implantationstechniken und Auswahl der richtigen individuellen Patientengeräteeinstellungen beinhalten, um das Risiko einer verminderten Sicherheit oder Leistung, einschließlich der Rerringerung der Laufzeit eines Geräts und einer Elektrode zu minimieren.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT'S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty provides, for a period of five (5) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the three (3) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after three (3) years but prior to five (5) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FIVE (5) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

A. This Limited Warranty\(^1\) provides, for a period of four (4) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the two (2) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

---

\(^1\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after two (2) years but prior to four (4) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FOUR (4) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Amplia MRI™ Quad and Amplia MRI™ Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Amplia MRI Quad and Amplia MRI Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

1) This Limited Warranty is provided by Medtronic, Inc., 710 Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after four (4) years but prior to six (6) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) **THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE SIX (6) YEAR WARRANTY PERIOD.** Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

(B) To qualify for this Limited Warranty, all of these conditions must be met:

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.
(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

Patients should ensure that their health care providers have complied with these conditions in order to ensure the availability of this Limited Warranty.

(C) This Limited Warranty is limited to its express terms. In particular:

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies
will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

**General Warning**

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Claria MRI™ Quad and Claria MRI™ Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Claria MRI Quad and Claria MRI Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after four (4) years but prior to six (6) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE SIX (6) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

(B) To qualify for this Limited Warranty, all of these conditions must be met:

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and
that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

Patients should ensure that their health care providers have complied with these conditions in order to ensure the availability of this Limited Warranty.

(C) This Limited Warranty is limited to its express terms. In particular:

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.
(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 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 Limited
Warranty shall not be affected, and all rights and obligations shall be
construed and enforced as if this Limited Warranty did not contain the
particular part or term held to be invalid. This Limited Warranty gives the
Patient specific legal rights. The Patient may also have other rights, which
vary from state to state.

(4) No person has any authority to bind Medtronic to any representation,
condition, or warranty with respect to the Device that deviates in any
respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR
ACCESSORIES USED WITH THIS DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the
human body. This environment places severe limitations on the design and
function of the device and the lead. These limitations unavoidably reduce the
potential performance and longevity of the device and lead despite the exercise
of due care in design, component selection, manufacture, and testing prior to
sale. Reference is hereby made to published data on predictable failure rates of
the device and the lead and their implantation, which have either been furnished
by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Cardiac Resynchronization Device limited warranty

A. This Limited Warranty provides, at any time due to the quality of materials and workmanship or for a period of four (4) years due to battery cell depletion commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Cardiac Resynchronization Device (hereafter referred to as “Device”) packaged with this Warranty:

(1) Medtronic will, at its option, either:
   a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,
   b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(2) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FOUR (4) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsection A(1) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and indicating that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.
The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

1. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1) AND A(2). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

2. This Limited Warranty is made only to the Patient in whom the Device was originally implanted.
(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Viva™ Quad XT and Viva™ XT Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty for models DTBA1QQ, DTBA1Q1, DTBA1D4, and DTBA1D1

A. This Limited Warranty¹ provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Viva Quad XT or Viva XT Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:

---

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after four (4) years but prior to six (6) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE SIX (6) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.
(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

1. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection,
manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTES TO IMPLANTING FACILITY

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Cobalt™ HF Quad and Cobalt™ HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty¹ provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Cobalt™ HF Quad and Cobalt™ HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

------

1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after four (4) years but prior to six (6) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE SIX (6) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

(B) To qualify for this Limited Warranty, all of these conditions must be met:

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and
that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

Patients should ensure that their health care providers have complied with these conditions in order to ensure the availability of this Limited Warranty.

(C) This Limited Warranty is limited to its express terms. In particular:

1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.
(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY

PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Cobalt™ XT HF Quad and Cobalt™ XT HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy limited warranty

(A) This Limited Warranty¹ provides, for a period of six (6) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Cobalt™ XT HF Quad and Cobalt™ XT HF Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the four (4) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

1) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.
(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after four (4) years but prior to six (6) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE SIX (6) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

(B) To qualify for this Limited Warranty, all of these conditions must be met:

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and
that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

Patients should ensure that their health care providers have complied with these conditions in order to ensure the availability of this Limited Warranty.

(C) This Limited Warranty is limited to its express terms. In particular:

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.
(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

**General Warning**

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Dual Chamber Implantable Cardioverter
Defibrillator with Cardiac Resynchronization
Therapy limited warranty

A. This Limited Warranty¹ provides, for a period of four (4) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Dual Chamber Implantable Cardioverter Defibrillator with Cardiac Resynchronization Therapy (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the two (2) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after two (2) years but prior to four (4) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/24th per month) over this two (2) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS DEVICE WILL LAST THE ENTIRE FOUR (4) YEAR WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its “Use By” or “Use Before” date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/
manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THIS DEVICE.

General Warning

Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and the lead. These limitations unavoidably reduce the potential performance and longevity of the device and lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Limited warranty and general warning

Reveal LINQ™ Insertable Cardiac Monitor limited warranty

A. This Limited Warranty provides, for a period of eighteen (18) months commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Reveal LINQ Insertable Cardiac Monitor (hereafter referred to as “Monitor”) packaged with this Warranty:

1. Should the Monitor function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the eighteen (18) month period commencing on the Implantation Date, Medtronic will, at its option, either:

   a) Issue a credit to the purchaser of a Medtronic monitor to be used as a replacement of the Monitor (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the

---

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
original Monitor (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or,

b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Monitor.

c) In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to One Thousand Five Hundred Dollars ($1,500) of reasonable uninsured medical expenses associated with the replacement of the Monitor (“the Replacement”).

(2) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS MONITOR WILL LAST THE ENTIRE EIGHTEEN (18) MONTH WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsection A(1) will apply to a Monitor that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Monitor batteries have a specified capacity that may deplete at different rates depending on Monitor settings and use.

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

(1) The Monitor must be implanted on or before its “Use By” or “Use Before” date.

(2) The Monitor must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Monitor registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Monitors must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Monitor and seeking a remedy under this warranty, the Patient agrees that the Monitor shall be the property of Medtronic.

(5) Replaced Monitors must be accompanied by a written statement from the Purchaser indicating that the Monitor is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for any free product received
under this warranty. The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Monitor is not as warranted shall be made by Medtronic after its tests and inspections. Additional warranty information is available at www.medtronic.com/manuals.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1) AND A(2). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE MONITOR TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Monitor was originally implanted.
(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Monitor that deviates in any respect from this Limited Warranty.

(5) This Limited Warranty is not applicable to Medtronic Patient Assistants or accessories used with this Monitor.

General warning
Medtronic insertable monitors are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the monitor. These limitations unavoidably reduce the potential performance and longevity of the monitor despite the exercise of due care in design, component selection, manufacture, and testing prior to sale.
Limited warranty and general warning

LINQ II Implantable Cardiac Monitor limited warranty

A. This LIMITED WARRANTY¹ provides, for a period of eighteen (18) months commencing with the date of the implant (the “Implantation Date”), the following assurance to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic LINQ II Implantable Cardiac Monitor (hereafter referred to as “Monitor”) packaged with this Warranty:

(1) Should the Monitor function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the eighteen (18) month period commencing on the Implantation Date, Medtronic will, at its option, either: (a) issue a credit to the purchaser of a Medtronic monitor to be used as a replacement of the Monitor (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Monitor (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or, (b) without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Monitor. (c) In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to One Thousand Five Hundred Dollars ($1,500) of reasonable uninsured medical expenses associated with the replacement of the Monitor ("the Replacement").

(2) THIS LIMITED WARRANTY IS NOT A REPRESENTATION THAT THE BATTERY OF THIS MONITOR WILL LAST THE ENTIRE EIGHTEEN (18) MONTH WARRANTY PERIOD. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in Subsection A(1) will apply to a Monitor that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Monitor batteries have a specified capacity that may deplete at different rates depending on Monitor settings and use.

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

(1) The Monitor must be implanted on or before its “Use By” or “Use Before” date.

(2) The Monitor must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Monitor registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.

(4) Replaced Monitors must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Monitor and seeking a remedy under this warranty, the Patient agrees that the Monitor shall be the property of Medtronic.

(5) Replaced Monitors must be accompanied by a written statement from the Purchaser indicating that the Monitor is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for any free product received under this warranty. The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Monitor is not as warranted shall be made by Medtronic after its tests and inspections. Additional warranty information is available at www.medtronic.com/manuals.

Note: PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their local Medtronic representative for exact terms of the Limited Warranty.
C. This Limited Warranty is limited to its express terms. In particular:

1. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1) AND A(2). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this LIMITED WARRANTY, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, FAILURE OR MALFUNCTION OF THE MONITOR TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

2. This Limited Warranty is made only to the Patient in whom the Monitor was originally implanted.

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

4. No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Monitor that deviates in any respect from this Limited Warranty.

5. This Limited Warranty is not applicable to Medtronic Patient Assistants or accessories used with this Monitor.

General warning

Medtronic monitors are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the monitor. These limitations unavoidably reduce the potential performance and longevity of the monitor despite the exercise of due care in design, component selection, manufacture, and testing prior to sale.
Note to implanting facility:
PLEASE PROVIDE A COPY OF THIS LIMITED WARRANTY TO THE PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning

Lead Limited Warranty

A. This Limited Warranty1 (“Limited Warranty”) provides the following assurance to and for the benefit of the patient (“Patient”) who receives any model of Medtronic® lead, (hereafter referred to as Lead) packaged with this Limited Warranty:

(1) Should the Lead not function within normal tolerances due to the quality of materials, workmanship, or conductor fracture, Medtronic will, at its option, either:

a) Issue a credit to the Purchaser of a Medtronic lead to be used as a replacement of the Lead (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Lead (the “Original Purchase Price”), or (ii) the Purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

1 This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide the Purchaser of a Replacement for use in the Patient that is functionally comparable to the Lead.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to One Thousand Two Hundred Dollars ($1,200) to the Patient for reasonable uninsured medical expenses associated with the replacement of the Lead with the Replacement.

B. To qualify for the Limited Warranty, all of these conditions must be met:

1. The Lead must be implanted on or before it’s “Use By” or “Use Before” date.

2. The Lead must be used in accordance with the labeling and not altered, subject to misuse, abuse, accident, or improper handling.

3. All Lead registration materials must be completed and returned to Medtronic within 30 days of the implantation date.

4. If the Lead is explanted, it must be returned to Medtronic at the address listed below within 30 days of the explantation. By returning the Lead and seeking a remedy under this Limited Warranty, the Patient agrees that the Lead shall be the property of Medtronic. If the entire Lead is not explanted, the Lead serial numbers must be provided along with clinical data such as device stored electrogram strips or full device save-to-disk showing failure of the Lead to function within normal tolerances.

5. Replaced Leads, or clinical data for Leads not explanted, must be accompanied by a written statement from the Purchaser indicating that the Lead, or clinical data for Leads not explanted, is being returned to Medtronic to determine whether a Limited Warranty credit is due under the Limited Warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this Limited Warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this Limited Warranty. Additional Limited Warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that the Lead is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.
C. This Limited Warranty is limited to its express terms. In particular:

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE LEAD TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Lead was originally implanted.

(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.
(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Lead that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO DEVICES OR ACCESSORIES USED WITH THE LEAD.

(6) General warning
Medtronic implantable leads are implanted in the extremely hostile environment of the human body. Leads are necessarily very small in diameter and must still be very flexible, which unavoidably reduces their potential performance or longevity. Leads may fail to function for a variety of causes, including, but not limited to: Medical complications, body rejection phenomena, allergic reaction, fibrotic tissue, or failure of leads by breakage or by breach of their insulation covering. In addition, despite the exercise of all due care in design, component selection, manufacture, and testing prior to sale, leads may be easily damaged before, during, or after insertion by improper handling or other intervening acts. Consequently, no representation or warranty is made that failure or cessation of function of leads will not occur; or that the body will not react adversely to the implantation of leads; or that medical complications (including perforation of the heart) will not follow implantation of leads; or that the lead will, in all cases, restore adequate cardiac function.
DEFIBRILLATION LEAD LIFETIME LIMITED WARRANTY

The new warranty for defibrillation leads is effective December 1, 2008. All defibrillation leads implanted on or after this date will be covered by the new lifetime limited warranty. All defibrillation leads implanted before December 1, 2008 are covered by the five-year warranty terms.

Should the lead not function within normal tolerances, Medtronic will issue a credit for the lesser of the purchase price of the original Medtronic lead or the purchase price of the Medtronic replacement lead.

Medtronic will pay up to $800 of unreimbursed medical expenses associated with the replacement of the Medtronic lead with another Medtronic lead.

This warranty applies only in the United States.

Medtronic currently offers a Lifetime Limited Warranty on pacing and left-heart leads.

---

Limited warranty and general warning

Lead Limited Warranty

A. This Limited Warranty provides the following assurance to the patient who receives any model of Medtronic lead, hereafter referred to as Lead:

1. Should the Lead not function within normal tolerances, whether or not due to materials or workmanship, Medtronic will:
   a. issue a credit for the lesser of:
      • the purchase price of the original Medtronic Lead, or
      • the purchase price of the Medtronic replacement Lead, and
   b. pay, for the benefit of the patient, up to eight hundred dollars ($800) of reasonable unreimbursed medical expenses associated with the replacement of the Medtronic Lead with another Medtronic lead.¹

2. As used herein, Purchase Price shall mean the lesser of the net invoiced price of the original, or current functionally comparable, or replacement Medtronic lead.

B. To qualify for the Warranty, these conditions must be met:

1. The Lead must be implanted on or before its "Use By" or "Use Before" date.

2. If the Lead is explanted, it must be be returned to Medtronic within 30 days and shall be the property of Medtronic. If the entire Lead is not explanted, the Lead serial numbers must be provided along with an ECG recording or other clinical information showing failure of the Lead to function within normal tolerances.

3. All Lead registration materials must be completed and returned to Medtronic within 30 days of implantation of the Lead.

4. The Lead must be used in accordance with the labeling and not altered, subject to misuse, abuse, accident, or improper handling.

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

1. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, FAILURE, OR MALFUNCTION OF THE LEAD, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.

---

¹ This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. This warranty only applies in the United States. Areas outside the United States should contact their local Medtronic representative for exact terms of the Limited Warranty.

Note: This warranty is not retrospective. Defibrillation leads implanted prior to December 1, 2008 are subject to their original warranties.
C. This Limited Warranty is limited to its express terms. In particular:

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE LEAD TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Lead was originally implanted.

(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 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 Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. This Limited Warranty gives the Patient specific legal rights. The Patient may also have other rights, which vary from state to state.
(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Lead that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO DEVICES OR ACCESSORIES USED WITH THE LEAD.

(6) General warning

Medtronic implantable leads are implanted in the extremely hostile environment of the human body. Leads are necessarily very small in diameter and must still be very flexible, which unavoidably reduces their potential performance or longevity. Leads may fail to function for a variety of causes, including, but not limited to: Medical complications, body rejection phenomena, allergic reaction, fibrotic tissue, or failure of leads by breakage or by breach of their insulation covering. In addition, despite the exercise of all due care in design, component selection, manufacture, and testing prior to sale, leads may be easily damaged before, during, or after insertion by improper handling or other intervening acts. Consequently, no representation or warranty is made that failure or cessation of function of leads will not occur; or that the body will not react adversely to the implantation of leads; or that medical complications (including perforation of the heart) will not follow implantation of leads; or that the lead will, in all cases, restore adequate cardiac function.
NOTE TO IMPLANTING FACILITY:
PLEASE PROVIDE A COPY OF THIS WARRANTY TO THE
PATIENT AND PLACE A COPY IN THE PATIENT’S CHART

Limited warranty and general warning
Implantable Cardioverter Defibrillator limited warranty

A. This Limited Warranty\(^1\) provides, for a period of ten (10) years commencing with the date of the implant (the “Implantation Date”), the following assurances to and for the benefit of the patient (“Patient”) who is implanted with a Medtronic Implantable Cardioverter Defibrillator (hereafter referred to as “Device”) packaged with this Warranty:

(1) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur within the six (6) year period commencing on the Implantation Date, Medtronic will, at its option, either:

a) Issue a credit to the purchaser of a Medtronic device to be used as a replacement of the Device (the “Replacement”), equal to the lesser of the net price paid by: (i) the original implanting facility, for the original Device (the “Original Purchase Price”), or (ii) the purchaser of the Replacement (the “Purchaser”), for the Replacement (the “Actual Purchase Price”); or

---

\(^1\) This Limited Warranty is provided by Medtronic, Inc., 710 Medtronic Parkway, Minneapolis, MN 55432-5604. It applies only to the United States. Areas outside the United States should contact their Medtronic representative for exact terms of the Limited Warranty.
b) Without charge, provide to the Purchaser a Replacement for use in the Patient that is functionally comparable to the Device.

(2) Should the Device function in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship, and should such event occur after six (6) years but prior to ten (10) years from the Implantation Date, Medtronic will provide the Purchaser with a credit against the purchase of the Replacement, in an amount equal to one-half (1/2) of the lesser of the Original Purchase Price or the Actual Purchase Price, reduced on a pro rata basis (at the rate of 1/48th per month) over this four (4) year period.

In addition, Medtronic may, for the benefit of the Patient and at its option, pay up to Two Thousand Five Hundred Dollars ($2,500) of reasonable uninsured medical expenses associated with the replacement of the Device with the Replacement.

(3) This limited warranty is not a representation that the battery of this device will last the entire ten (10) year warranty period. Although battery cell depletion will occur with time and is not considered to be caused by the quality of materials or workmanship, the remedies set forth in subsections A(1) and A(2) will apply to a Device that must be replaced during the warranty period due to battery depletion on account of its failure to perform as warranted. The Device batteries have a specified capacity that may deplete at different rates depending on Device settings and requirements for pacing, cardioversion, defibrillation or other Device functions.

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

(1) The Device must be implanted on or before its "Use By" or "Use Before" date in conjunction with Medtronic leads or leads of equal quality and comparable electrical characteristics.

(2) The Device must be used in accordance with the labeling and not altered or subjected to misuse, reuse, abuse, accident, or improper handling.

(3) All Device registration materials must be completed and returned to Medtronic within thirty (30) days of the Implantation Date.
(4) Replaced Devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation. By returning the Device and seeking a remedy under this warranty, the Patient agrees that the Device shall be the property of Medtronic.

(5) Replaced Devices must be accompanied by a written statement from the Purchaser indicating that the Device is being returned to Medtronic to determine whether a warranty credit is due under the warranty, and that the Purchaser will credit the Patient’s account in the full amount of any credit received pursuant to this warranty and will adjust the Patient’s bill to account for the full value of any free product or uninsured medical expenses paid under this warranty. Additional warranty information is available at www.medtronic.com/manuals.

The remedies provided hereunder are offered for the benefit of the Patient when conditions specified in this Limited Warranty are met. The determination that a component of the Device is not as warranted shall be made by Medtronic after its tests and inspections.

PATIENTS SHOULD ENSURE THAT THEIR HEALTH CARE PROVIDERS HAVE COMPLIED WITH THESE CONDITIONS IN ORDER TO ENSURE THE AVAILABILITY OF THIS LIMITED WARRANTY.

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

(1) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE PATIENT’S EXCLUSIVE REMEDIES. 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 PERIOD SPECIFIED IN SUBSECTIONS A(1), A(2), AND A(3). THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. Except as expressly provided by this Limited Warranty, MEDTRONIC IS NOT RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES BASED ON ANY DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE TO FUNCTION IN A MANNER CONSISTENT WITH ITS INTENDED OPERATION AND PERFORMANCE DUE TO THE QUALITY OF MATERIALS AND WORKMANSHIP, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. These remedies will not be deemed to have failed of their essential purpose so long as Medtronic is willing and able to provide them to the Patient.

(2) This Limited Warranty is made only to the Patient in whom the Device was originally implanted.

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

(4) No person has any authority to bind Medtronic to any representation, condition, or warranty with respect to the Device that deviates in any respect from this Limited Warranty.

(5) THIS LIMITED WARRANTY IS NOT APPLICABLE TO LEADS OR ACCESSORIES USED WITH THE DEVICE.

General Warning
Medtronic devices are implanted in the extremely hostile environment of the human body. This environment places severe limitations on the design and function of the device and lead. These limitations unavoidably reduce the potential performance and longevity of the device and the lead despite the exercise of due care in design, component selection, manufacture, and testing prior to sale. Reference is hereby made to published data on predictable failure rates of the device and the lead and their implantation, which have either been furnished by Medtronic to physicians or are otherwise available to physicians.
Effective December 16, 2020 through December 15, 2021

<table>
<thead>
<tr>
<th>Replacement Scenario</th>
<th>Warranty Summary*</th>
<th>Patient Uninsured Medical Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Prophylactic Sprint Fidelis Lead</td>
<td>Full warranty credit toward a new Medtronic lead</td>
<td>$1,200</td>
</tr>
</tbody>
</table>
| Non-Prophylactic Sprint Fidelis Lead + Prophylactic Device | **Lead**: Full warranty credit toward a new Medtronic lead  
**Device**: Half the warranty credit toward a new Medtronic device that would apply under the device Standard Limited Warranty terms | $1,200  
$2,500 |

*Note: For actual Limited warranty terms and conditions, please reference the applicable Supplemental and Standard Limited Warranty cards. Return explanted product and completed warranty claim form within 30 days of product explant. Complete one warranty claim form per explanted product. Hospital representative and physician signatures are required on Supplemental Limited Warranty requests. For questions, contact the Medtronic Warranty Hotline at 1 (877) 359-6407 or rs.warranty@medtronic.com
### Replacement Scenario

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Warranty Summary*</th>
<th>Patient Uninsured Medical Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prophylactic</strong> Sprint Fidelis Lead</td>
<td>Full warranty credit toward a new Medtronic lead</td>
<td>$1,200</td>
</tr>
</tbody>
</table>
| **Prophylactic** Sprint Fidelis Lead + **Prophylactic** Device | **Lead:** Full warranty credit toward a new Medtronic lead  
**Device:** Not eligible for warranty credit | $1,200  
Not eligible for Uninsured Medical Expenses |
| **Non-Prophylactic** Device (device at ERI within the warranty period or outside normal tolerances) + **Prophylactic** Sprint Fidelis Lead | **Device:** Warranty credit toward a new Medtronic device that would apply under the Standard Limited Warranty terms  
**Lead:** Full warranty credit toward a new Medtronic lead | $2,500  
$1,200 |

*Note: For actual Limited Warranty terms and conditions, please reference the applicable Supplemental and Standard Limited Warranty cards. Return explanted product and completed warranty claim form within 30 days of product explant. Complete one warranty claim form per explanted product. Hospital representative and physician signatures are required on Supplemental Limited Warranty requests. For questions, contact the Medtronic Warranty Hotline at 1 (877) 359-6407 or rs.warranty@medtronic.com.
**Effective December 16, 2020 through December 15, 2021**

<table>
<thead>
<tr>
<th>Replacement Scenario</th>
<th>Warranty Summary*</th>
<th>Patient Uninsured Medical Expenses</th>
</tr>
</thead>
</table>
| **EnRhythm®**        | 20% Credit toward a new Medtronic device if EnRhythm triggered ERI and replaced within year 5-6  
10% Credit toward a new Medtronic device if EnRhythm triggered ERI and replaced within year 6-7 | $2,500 |
| **Consulta® CRT-P and Syncra® CRT-P** | Credit toward a new Medtronic device if patient is pacemaker dependent and device is replaced prophylactically and part of field advisory subset | $2,500 |
| **InSync® III CRT-P** | 20% Credit toward a new Medtronic device if InSync III is prophylactically replaced in a pacemaker-dependent patient (and device is not at ERI) or the device is confirmed to have a malfunction due to high battery impedance and replaced within year 4-6.  
10% Credit toward a new Medtronic device if InSync III is prophylactically replaced in a pacemaker-dependent patient (and device is not at ERI) or the device is confirmed to have a malfunction due to high battery impedance and replaced within year 6-8. | $2,500 |

*Note: For actual Limited Warranty terms and conditions, please reference the applicable Supplemental and Standard Limited Warranty cards. Return explanted product and completed warranty claim form within 30 days of product explant. Complete one warranty claim form per explanted product. Hospital representative and physician signatures are required on Supplemental Limited Warranty requests. For questions, contact the Medtronic Warranty Hotline at 1 (877) 359-6407 or rs.warranty@medtronic.com.
### Effective December 16, 2020 through December 15, 2021

<table>
<thead>
<tr>
<th>Replacement Scenario</th>
<th>Warranty Summary*</th>
<th>Patient Uninsured Medical Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Viva™ CRT-D and Evera™ ICD</strong></td>
<td>Credit towards a new Medtronic device if the device is prophylactically replaced in a pacemaker-dependent patient or a patient at higher risk of Ventricular Tachycardia or Ventricular Fibrillation, and within the affected population as noted in the August 2016 product advisory.</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>High Power Internal Arcing Jan 2018</strong></td>
<td>Credit towards a new Medtronic device and TYRX envelope if the device is prophylactically replaced and within the affected population as noted in the January 2018 product advisory.</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>High Power Internal Arcing March 2018</strong></td>
<td>Credit towards a new Medtronic device and TYRX envelope if the device is prophylactically or non-prophylactically replaced and within the affected population as noted in the March 2018 product advisory.</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>EnTrust ICD</strong></td>
<td>10% Credit towards a new Medtronic device if the device is prophylactically or non-prophylactically replaced and within the affected population as noted in the June 2018 product advisory.</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>IPG DR Circuit Error</strong></td>
<td>Credit towards a new Medtronic device or a full warranty credit towards the most comparable Medtronic dual chamber IPG and TYRX envelope, if the device is prophylactically or non-prophylactically replaced and within the affected population as noted in the January 2019 product advisory.</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

*Note: For actual Limited Warranty terms and conditions, please reference the applicable Supplemental and Standard Limited Warranty cards. Return explanted product and completed warranty claim form within 30 days of product explant. Complete one warranty claim form per explanted product. Hospital representative and physician signatures are required on Supplemental Limited Warranty requests. For questions, contact the Medtronic Warranty Hotline at 1 (877) 359-6407 or rs.warranty@medtronic.com.
Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed claim form to the number at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

NON-PROPHYLACTIC (i.e. suspected fracture) SPRINT FIDELIS SUPPLEMENTAL LIMITED WARRANTY

By requesting this supplemental warranty, you have requested that Medtronic provide a replacement lead without charge or issue a credit in connection with a prophylactic replacement, occurring between November 16, 2015 and November 15, 2016 of the named Sprint Fidelis Lead. Medtronic has issued a Supplemental Limited Warranty (“Supplemental Limited Warranty”); which is incorporated in and made part of the Limited Warranty. The Supplemental Limited Warranty provides that the Limited Warranty will apply where the Sprint Fidelis Lead is not functioning within normal tolerances, whether or not due to materials or workmanship. Please see the Limited Warranty for additional, applicable information. All other terms and conditions of the Limited Warranty still apply.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

• The physician has determined that the Sprint Fidelis Lead is not functioning within normal tolerances.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

PROPHYLACTIC SPRINT FIDELIS LEAD SUPPLEMENTAL LIMITED WARRANTY

By requesting this supplemental warranty, you have requested that Medtronic provide a replacement lead without charge or issue a credit in connection with a prophylactic replacement, occurring between December 16, 2020 and December 15, 2021 of the named patient’s Sprint Fidelis Lead. Medtronic has communicated to both patients and physicians that our Independent Physician Quality Panel believes it is inappropriate to prophylactically replace Sprint Fidelis leads except in unusual individual patient circumstances. The physician signing the Standard and Supplemental Warranty Claim Form has made the medical judgment based on this patient’s individual circumstances that prophylactic lead replacement is in the patient’s best interests.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

• The physician has evaluated the relative risks of prophylactic removal, insertion of another lead, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named patient’s best interests.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com
PROPHYLACTIC DEVICE SUPPLEMENTAL LIMITED WARRANTY

PARTIAL APPLICATION OF DEVICE LIMITED WARRANTY IN CONNECTION WITH REPLACEMENT OF A FRACTURED SPRINT FIDELIS LEAD

This supplemental warranty is valid only in connection with replacement of Medtronic implantable cardioverter defibrillators and Medtronic dual chamber implantable cardioverter defibrillators with cardiac resynchronization therapy ("Defibrillator").

By requesting this supplemental warranty, you have informed Medtronic that: (1) You are performing a surgical procedure to replace the patient’s Sprint Fidelis lead, which has failed to function within normal tolerances; (2) the patient's Defibrillator is still covered by Medtronic’s Limited Warranty and General Warning ("Defibrillator’s Limited Warranty"); (3) and you have made the medical judgment that replacement of the Defibrillator at the same time as the surgical procedure involving the lead is in the individual patient's best interest. You have requested that, in these circumstances, Medtronic provide a credit against a Medtronic replacement Defibrillator in an amount equal to half the credit that would apply had the Defibrillator been replaced pursuant to the Defibrillator’s Limited Warranty. Please complete and fax the Medtronic Standard and Supplemental Warranty Claim Form to Medtronic and send the Defibrillator to the Medtronic CRDM Returned Product Analysis Laboratory within 30 days of explant for Medtronic to review your request for partial credit toward purchase of a Medtronic replacement Defibrillator. Granting your request does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the lead, any aspect of the planned surgical procedure, the Defibrillator or any other Medtronic devices. To allow Medtronic to evaluate this process, claim forms may only be used when the Defibrillator replacement will take place on or before December 15, 2021.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has made the medical judgment that current replacement of the Defibrillator is in the best interests of the individual patient (for example, because it avoids an additional surgery in a short period of time).

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient's account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

Pursuant to the HIPAA Privacy Rule (45 C.F.R. § 164.512(b)), covered entities may disclose protected health information without an authorization to a person or entity subject to FDA jurisdiction for public health purposes related to the quality, safety, or effectiveness of an FDA-regulated product.
ENRHYTHM® SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)
Effective December 16, 2020 until December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
2. Fax the completed Warranty Claim Form to the number at the bottom of the form.
3. Return explanted products to Medtronic at the address listed on the Warranty Claim Form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

This supplemental warranty is valid only for replacement of a Medtronic EnRhythm Implantable Pulse Generator ("Pacemaker") that has triggered the Elective Replacement Indicator (ERI) and been explanted between five (5) years and seven (7) years of the original implant date.

Where the Pacemaker has triggered the Elective Replacement Indicator (ERI) and been explanted between five (5) years and six (6) years from its original implant date, but otherwise meets the Pacemaker’s standard Limited Warranty* conditions, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original Pacemaker, the net invoice price of the replacement Medtronic Pacemaker, or the purchaser’s net contract price for a current, functionally comparable Medtronic Pacemaker and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the Pacemaker.

Where the Pacemaker has triggered the Elective Replacement Indicator (ERI) and been explanted between six (6) and seven (7) years from its original implant date, but otherwise meets the Pacemaker’s standard Limited Warranty* conditions, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to ten percent (10%) of the lesser of the net invoice price of the original Pacemaker, the net invoice price of the replacement Medtronic Pacemaker, or the purchaser’s net contract price for a current, functionally comparable Medtronic Pacemaker and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the Pacemaker.

Please complete and fax the Medtronic Standard and Supplemental Warranty Claim Form to Medtronic for review of your request for partial credit toward purchase of a Medtronic replacement device. This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, admission or assumption of liability by Medtronic with respect to the replaced device or the replacement procedure.

By signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

*Below is a summary of Medtronic’s basic warranty conditions. These basic warranty conditions contain some, but are not limited to, all conditions as outlined in the EnRhythm Limited Warranty and General Warning. Refer to the EnRhythm Limited Warranty and General Warning for full terms and conditions.

• Replaced devices must be returned to Medtronic at the address listed below within thirty (30) days of explantation.
• A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device.
• Replaced devices must be accompanied by a written statement (signed and valid warranty claim form) from the Purchaser indicating that the device is being returned to Medtronic to determine whether a warranty credit is due.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432

UC201604379 EN

Pursuant to the HIPAA Privacy Rule (45 C.F.R. § 164.512(b)), covered entities may disclose protected health information without an authorization to a person or entity subject to FDA jurisdiction for public health purposes related to the quality, safety, or effectiveness of an FDA-regulated product.
PROPHYLACTIC CONSULTA CRT-P AND SYNCRA CRT-P SUPPLEMENTAL LIMITED WARRANTY

This supplemental limited warranty is limited to Consulta CRT-P and Syncra CRT-P devices manufactured between April 1 and May 13, 2013. By requesting this supplemental limited warranty, you have requested that Medtronic issue a credit towards an equivalent Medtronic replacement device in connection with a prophylactic replacement, occurring between December 16, 2020 and December 15, 2021, of the named patient's Consulta CRT-P or Syncra CRT-P Device. Medtronic has communicated to physicians that if considering prophylactic device replacement for pacemaker-dependent patients with a device in the identified subset manufactured between April 1 and May 13, 2013, physicians should carefully assess individual patient circumstances against the known risk of a device change out. The physician signing the Standard and Supplemental Warranty Claim Form has made the medical judgment based on this patient's individual circumstances that prophylactic device replacement is in the patient's best interests. All other terms and conditions of the Medtronic Limited Warranty apply.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named patient’s best interests.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient's account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432
Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed Warranty Claim Form to the number at the bottom of the Standard and Supplemental Warranty Claim Form.
4. Return explanted products to Medtronic's Return Product Analysis Lab at the address listed on the Warranty Claim Form.

Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

This Supplement Limited warranty is valid only for prophylactic replacement of a Medtronic InSync® III Implantable Cardiac Resynchronization Therapy Pacemaker (CRT-P) device replaced in a pacemaker-dependent patient between four (4) years and eight (8) years of the original implant date OR for replacement of an InSync III CRT-P device confirmed to have a malfunction due to unexpected high battery impedance between four (4) years and eight (8) years of the original implant date.

As part of Medtronic's November 2015 advisory regarding the InSync III CRT-P devices, Medtronic communicated to physicians and patients that it may be appropriate to replace the devices ONLY in pacemaker-dependent patients. Medtronic has communicated to physicians that if considering prophylactic device replacement in pacemaker-dependent patients, physicians should carefully assess individual patient circumstances against the known risk of a device replacement.

This Supplement Limited Warranty is designed to apply where the physician has made the medical judgment that prophylactic replacement, for a pacemaker-dependent patient, is in the patient’s best interests OR the physician has observed a device malfunction in a patient’s device that is later confirmed to be due to high battery impedance. Eligibility requirements under this Supplemental Limited Warranty are as follows:

The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming either that:
- The patient is pacemaker-dependent and the device is NOT at ERI
- The patient’s device exhibited a malfunction such as:
  - Loss of pacing capture
  - Unexpected early ERI
  - Less than 90 days between ERI and EOS
  - Erratic remaining longevity estimates not due to reprogramming or changes in use conditions
- No charge will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any charge to the patient will be in accordance with the patient's insurance and applicable law.
- Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device.

Where the prophylactic replacement of the Medtronic InSync III CRT-P device in a pacemaker-dependent patient or device confirmed to have a malfunction due to unexpected high battery impedance meets these eligibility requirements and has been replaced with another Medtronic device between four (4) and six (6) years from its original implant date, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to twenty percent (20%) of the lesser of the net invoice price of the original CRT-P device, the net invoice price of the replacement Medtronic CRT-P device, or the purchaser's net contract price for a current, functionally comparable Medtronic CRT-P device and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the CRT-P device.

Where the prophylactic replacement of the Medtronic InSync III CRT-P device in a pacemaker-dependent patient or device confirmed to have a malfunction due to unexpected high battery impedance meets these eligibility requirements and has been replaced with another Medtronic device between six (6) and eight (8) years from its original implant date, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to ten percent (10%) of the lesser of the net invoice price of the original CRT-P device, the net invoice price of the replacement Medtronic CRT-P device, or the purchaser's net contract price for a current, functionally comparable Medtronic CRT-P device and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the CRT-P device.
Please complete, sign and submit the Medtronic Standard and Supplemental Warranty Claim Form to Medtronic for review of your request for partial credit toward purchase of a Medtronic replacement device.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
- The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named pacemaker-dependent patient’s best interests.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or the replacement procedure.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432
Viva® CRT-D AND Evera® ICD SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)
Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed claim form to the number at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

PROPHYLACTIC Viva® CRT-D AND Evera® ICD SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic replacement of Viva CRT-D and Evera ICD devices within the affected population for the August 2016 product advisory (each an “Affected Device”) replaced in pacemaker-dependent patients or those at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF).

Medtronic has communicated to physicians that if considering prophylactic device replacement for pacemaker-dependent patients or those at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF) implanted with an Affected Device, physicians should carefully assess individual patient circumstances against the known risk of a device replacement. This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that prophylactic replacement of the Affected Device is in the patient’s best interest.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic honor the terms of the Standard Limited Warranty in connection with a prophylactic replacement, occurring between December 16, 2020 and December 15, 2021, of the named patient’s Affected Device.

Below is a summary of Medtronic’s Supplemental Limited Warranty conditions. These warranty conditions contain some, but not all, of the conditions as outlined in the Standard Limited Warranty. Refer to the device’s Standard Limited Warranty and General Warning for the full terms and conditions that apply. The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming either:

- The patient is pacemaker-dependent and the device is NOT at ERI
- The patient is at a higher risk of Ventricular Tachycardia (VT) or Ventricular Fibrillation (VF) and the device is NOT at ERI

AND

- A replacement Medtronic Device must be implanted.
- The hospital must return the explanted device to Medtronic within 30 days of explant.
- The hospital must submit to Medtronic a valid purchase order for the replacement Medtronic Device.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named patient’s best interests and the patient meets the criteria above.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432
Select Medtronic Cardiac Resynchronization Therapy Defibrillators (CRT-Ds) and Implantable Cardioverter Defibrillators (ICDs)
SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)
Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Select warranty type “prophylactic”.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax or e-mail the completed claim form to the number or e-mail address at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:

- The physician has made the medical judgment that current replacement of the device is in the best interests of the individual patient.
- Any credit extended because of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
- Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Return devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432

Pursuant to the HIPAA Privacy Rule (45 C.F.R. § 164.512(b)), covered entities may disclose protected health information without an authorization to a person or entity subject to FDA jurisdiction for public health purposes related to the quality, safety, or effectiveness of an FDA-regulated product.
Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Select warranty type “prophylactic” or “non-prophylactic”.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax or e-mail the completed claim form to the number or e-mail address at the bottom of the form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

PROPHYLACTIC Amplia®, Claria®, Compia®, Viva® CRT-Ds AND Evera®, Visia® ICDs with TYRX® Envelope
SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic or non-prophylactic replacement of Amplia, Claria, Compia, Viva CRT-D and Evera, Visia ICD devices within the identified affected population as noted in the March 2018 product advisory. Each of these devices is included in this supplemental warranty’s population and will be referred to as the “Affected Device”.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic will issue a full warranty credit for the Medtronic replacement product and, upon request, a credit for a TYRX envelope used in connection with a prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s Affected Device.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that prophylactic replacement of the Affected Device is in the patient’s best interest. Eligibility requirements under this Supplemental Limited Warranty are as follows:

- The patient is implanted with an Affected Device
- The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form
- A replacement Medtronic Device must be implanted
- When requesting a warranty credit for a TYRX envelope, the TRYX envelope must be used in the patient receiving the replacement Medtronic Device for an Affected Device.
- The hospital must return the explanted device to the Medtronic address below within 30 days of explant.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device and, if requested, the TYRX envelope

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
- The physician has made the medical judgment that current replacement of the device is in the best interests of the individual patient.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended because of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Return devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432

Pursuant to the HIPAA Privacy Rule (45 C.F.R. § 164.512(b)), covered entities may disclose protected health information without an authorization to a person or entity subject to FDA jurisdiction for public health purposes related to the quality, safety, or effectiveness of an FDA-regulated product.
Instructions on how to request credit under these Supplemental Warranty terms and conditions:

1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. Fax the completed Warranty Claim Form to the number at the bottom of the Standard and Supplemental Warranty Claim Form.
4. Return explanted products to Medtronic’s Return Product Analysis Lab at the address listed on the Warranty Claim Form. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

This Supplement Limited warranty is valid only for prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device replaced in patients with a battery voltage at or below 2.64 volts. This Supplemental Limited warranty is also valid for non-prophylactic replacement of a Medtronic EnTrust® Implantable Cardiac Defibrillator (ICD) device that has experienced an unexpected End of Life (EOL) observation prior to the Elective Replacement Indicator (ERI) criteria being met and has a battery voltage at or below 2.64 volts or the patient’s device displays ERI (≤2.61v), and experiences an unexpected End of Life observation within one month post ERI, and is confirmed through analysis to be due to this issue.

As part of Medtronic’s June 2018 advisory regarding the EnTrust ICD device, Medtronic communicated to physicians that it may be appropriate to replace the devices ONLY in patients where the device is at a battery voltage of 2.64 volts or less. Medtronic has communicated to physicians that if considering prophylactic device replacement in these patients, physicians should carefully assess individual patient circumstances against the known risk of a device replacement.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment that prophylactic replacement, for a patient, is in the patient’s best interests OR the device has triggered an EOL observation prior to the ERI criteria being met, OR the patient’s device displays ERI (≤2.61v), and experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue. Eligibility requirements under this Supplemental Limited Warranty are as follows:

The physician and institution must sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form confirming that:

- The patient’s EnTrust ICD is at or below the battery voltage of 2.64 volts

OR

- The patient’s device is at or below 2.64 volts and experiences an unexpected End of Life observation prior to the Elective Replacement Indicator criteria being met.

OR

- The patient’s device displays ERI (≤2.61v), experiences an unexpected End of Life observation within one-month post ERI and is confirmed through analysis to be due to this issue.

AND

- No charge will be made to the patient for any expense the hospital did not incur for the replacement Medtronic device. Any charge to the patient will be in accordance with the patient’s insurance and applicable law.
- Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device.

Where the replacement in a patient of the Medtronic EnTrust ICD device meets the above criteria and has been replaced with another Medtronic device, Medtronic will (1) issue a credit against the purchase price of the Medtronic replacement device to the purchaser of the replacement device equal to ten percent (10%) of the lesser of the net invoice price of the original ICD device, the net invoice price of the replacement Medtronic device, or the purchaser’s net contract price for a current.
functionally comparable Medtronic ICD device and (2) pay, for the benefit of the patient, up to Two Thousand Five Hundred Dollars ($2500) of reasonable uninsured medical expenses associated with the replacement of the ICD device.

Please complete, sign and submit the Medtronic Standard and Supplemental Warranty Claim Form to Medtronic for review of your request for partial credit toward purchase of a Medtronic replacement device.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
- The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring only and has made the medical judgment that prophylactic replacement is in the named pacemaker-dependent patient’s best interests.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
1. Any credit extended on account of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
2. Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or the replacement procedure.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Send devices within 30 days of explant to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN  55432

Pursuant to the HIPAA Privacy Rule (45 C.F.R. § 164.512(b)), covered entities may disclose protected health information without an authorization to a person or entity subject to FDA jurisdiction for public health purposes related to the quality, safety, or effectiveness of an FDA-regulated product.
Select Medtronic Dual Chamber Implantable Pulse Generators (IPGs)
SUPPLEMENTAL LIMITED WARRANTIES (U.S. ONLY)
Effective December 16, 2020 through December 15, 2021

Instructions on how to request credit under these Supplemental Warranty terms and conditions:
1. Determine warranty type.
2. Complete the Medtronic Standard and Supplemental Warranty Claim Form.
3. E-mail the completed claim form to the e-mail address at the bottom of the Warranty Claim Form.
4. Return explanted products to Medtronic at the address listed on the claim form within 30 days of product replacement. Return Mailer Kits are available from your Medtronic sales representative or by contacting Medtronic at crdm.returnedproduct@medtronic.com or (800) 328-2518 ext 44800.

Dual Chamber Adapta®, Versa®, Sensia®, IPGs with TYRX® Envelope SUPPLEMENTAL LIMITED WARRANTY

This Supplemental Limited Warranty is valid only for prophylactic or non-prophylactic replacement of Adapta, Versa, and Sensia Dual Chamber IPG devices within the identified affected population, as noted in the January 2019 product advisory. Each of these devices is included in this supplemental warranty’s population and will be referred to as the “Affected Device”.

By requesting this Supplemental Limited Warranty, you have requested that Medtronic issue a full warranty credit for the most comparable Medtronic replacement Dual Chamber IPG available and, upon request, a credit for a TYRX envelope used in connection with a prophylactic or non-prophylactic device replacement occurring between December 16, 2020 and December 15, 2021, of the named patient’s “Affected Device”.

This Supplemental Limited Warranty is designed to apply where the physician has made the medical judgment based on the patient’s individual circumstances that replacement of the “Affected Device” is in the patient’s best interest. Eligibility requirements under this Supplemental Limited Warranty are as follows:

- The patient’s physician has determined that the patient cannot tolerate a non-susceptible pacing mode and is at risk for a symptomatic pause until a ventricular escape beat occurs.
- The patient is implanted with an “Affected Device” and the device is NOT at ERI.
- A replacement Medtronic Device must be implanted.
- The physician and institution sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form.
- When requesting a warranty credit for a TYRX envelope, the TYRX envelope must be used in the patient receiving the replacement Medtronic Device for an “Affected Device”.
- The hospital must return the explanted device to the Medtronic address below within 30 days of product replacement.
- A valid purchase order from the hospital must be submitted to Medtronic for the replacement Medtronic Device and, if requested, the TYRX envelope.

This Supplemental Limited Warranty is limited to its express terms and does not constitute a representation, judgment, or admission or assumption of liability by Medtronic with respect to the replaced device or their replacement procedure.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the physician confirms that:
- The physician has evaluated the relative risks of prophylactic removal, insertion of another device, and continuing monitoring only and has made the medical judgment that the patient cannot tolerate a non-susceptible pacing mode and is at risk for a symptomatic pause until a ventricular escape beat occurs.
- The physician also acknowledges the estimated mortality risk of complications associated with device replacement for a patient due to this issue is at least comparable to the mortality risk of complications due to this issue when programmed to a susceptible pacing mode.

By filling out and signing the Medtronic Standard and Supplemental Warranty Claim Form, the hospital confirms that:
- Any credit extended because of this supplemental warranty is for the sole benefit of the patient and will be credited in full to the patient’s account; and
- Claims for reimbursement to third party payors will be submitted in accordance with all applicable payor requirements, including any such requirements relating to reporting either free or reduced-price products or warranty credits.

For warranty related questions, contact Medtronic at: (877) 359-6407 or rs.warranty@medtronic.com

Return devices within 30 days of product replacement to:
Medtronic, Inc., Return Product Analysis RCE172
7000 Central Avenue NE, Minneapolis, MN 55432
1. Hospital to return the explanted product to Medtronic’s Returned Product Analysis Lab within 30 days of the explant procedure.¹ For full leads not explanted, return clinical data² within 30 days of the product replacement procedure, showing failure of the lead to function within normal tolerances.

2. Hospital to complete, sign, and submit the Medtronic warranty claim form to (800) 341-8847 or via email to rs.warranty@medtronic.com within 30 days of the replacement procedure.

¹ Or as otherwise noted in the warranty card packaged with the product.
² Clinical data such as a full save-to-disk or device stored electrogram strips.

**NOTE:** For specific warranty qualification criteria, please reference the Medtronic Limited Warranty card included in the product packaging.
**Completing the Warranty Claim Form**

**Check Warranty Type:**
- Standard Limited Warranty
- Field Advisory Supplemental Limited Warranty
  - Non-Prophylactic (non-elective replacement)
  - Prophylactic (elective replacement)

**Signature(s) required:**
- Standard Limited Warranty: Authorized hospital representative
- Supplemental Warranties: Authorized hospital representative
- Physician

For warranty related questions contact Medtronic at:
- (877) 359-6407
- rs.warranty@medtronic.com

**STANDARD AND SUPPLEMENTAL WARRANTY CLAIM FORM**
(United States Only)

<table>
<thead>
<tr>
<th>WARRANT TYPE REQUESTED (CHECK ONE):</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Standard Limited Warranty Field Advisory Supplemental Limited Warranty</td>
</tr>
<tr>
<td>☐ Non-Prophylactic (non-elective replacement) Prophylactic (elective replacement)</td>
</tr>
<tr>
<td>☐ Prophylactic (physician medical judgment to replace lead/device that was functioning within normal tolerances)</td>
</tr>
</tbody>
</table>

**Patient/Product Information:**
- Patient Name: [blank]
- Hospital Medtronic Account Number: [blank]
- Explanting Hospital Name: [blank]
- Medtronic Employee Involved with the Case (if applicable): [blank]
- Original Implant Date: [blank]
- Date of Replacement Procedure: [blank]
- Serial Number of Explanted Product: [blank]
- Model Number of Explanted Product: [blank]
- Serial Number of New Product: [blank]
- Model Number of New Product: [blank]

**Authorized Signatures:**
- Required for Standard and Supplemental Warranty Claims:
  - Authorized hospital representative
- Supplemental Warranties:
  - Authorized hospital representative
  - Physician

For warranty related questions contact Medtronic at:
- (877) 359-6407
- rs.warranty@medtronic.com

**NOTE:** When requesting warranty for more than one product, complete one warranty claim form for each product.

**Complete Patient and Product Information**
- Provide email and telephone number of authorized hospital representative so Medtronic can follow up with hospital representative if needed

**Fax warranty form to this number**
- Return explanted product and return paperwork to this address using Medtronic’s return mailer kit

**Additional Information:**
- For questions, contact the Medtronic Warranty Hotline at (877) 359-6407 or rs.warranty@medtronic.com
- For fax or email completed and signed Warranty Claim Form: 1-800-341-8847 (secured fax)
- For patients using a Medtronic Return Product Analysis (RPA) Return Product Analysis (RPA) Central Ave NE, Minneapolis, MN 55442

**For expedited processing, do not submit this warranty form in the exploded product return mailer kit.**

**Back to Initiate a Warranty Request**

*PAGE 1 OF 1*
# Hospital Warranty Management Report Reference Guide

1. **Original Product Information**
   - Provides details regarding the explanted/capped product.

2. **Replacement Product Information**
   - If available, provides details regarding the product that replaced the original product.

3. **Warranty Status/Substatus Information**
   - Warranty Status will be one of the following:
     - Warranty Credit Issued
     - Approved
     - Pending*  
     - Ineligible*

   *If Warranty Status is Pending or Ineligible, the Warranty Substatus column will provide the reason. Please see the rest of this guide for more detail.

4. **Missing Information**
   - **HOSPITAL TO PROVIDE ADDITIONAL INFORMATION**
     - If Warranty Substatus is “Missing Information,” this section will indicate the information needed by Medtronic to complete the warranty assessment. Please see the rest of this guide for more detail.

5. **Warranty Credit Information**
   - If warranty credit is issued, this section provides:
     - Credit Amount
     - Date Credit Issued
     - Invoice Number
     - Customer PO Number

---

<table>
<thead>
<tr>
<th>Patient Name</th>
<th>Original Product Serial Number</th>
<th>Original Product Type</th>
<th>Original Implant Date</th>
<th>Original Product Type</th>
<th>Original Product Number</th>
<th>Original Product Number</th>
<th>Replacement Product Serial Number</th>
<th>Replacement Product Type</th>
<th>Replacement Product Number</th>
<th>Replacement Product Number</th>
<th>Replacement Product Number</th>
<th>Replacement Product Number</th>
<th>Replacement Product Number</th>
<th>Replacement Product Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mouse, Mickey</td>
<td>LFJ111888BV</td>
<td>CRM Deltis Lead</td>
<td>1/4/2005</td>
<td>LFJ1222222V</td>
<td>694665</td>
<td>CRM Deltis Lead</td>
<td>1/5/2012</td>
<td>CRM Deltis Lead</td>
<td>684765</td>
<td>CRM Deltis Lead</td>
<td>4/15/2012</td>
<td>Warranty Credit Issued</td>
<td>Warranty Credit Issued</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Finestone, Fred</td>
<td>PV9445555H</td>
<td>Bi-Ventricular Defibrillator</td>
<td>6/26/2008</td>
<td>PV91333555H</td>
<td>C1540VK</td>
<td>Bi-Ventricular Defibrillator</td>
<td>4/14/2012</td>
<td>Bi-Ventricular Defibrillator</td>
<td>C224TRK</td>
<td>Bi-Ventricular Defibrillator</td>
<td>4/7/2012</td>
<td>Warranty Credit Issued</td>
<td>Warranty Credit Issued</td>
<td>$1,622.02</td>
</tr>
</tbody>
</table>
### Warranty Status/Substatus Information

This section describes the meaning of the Warranty Status and Substatus information and indicates if there is action required by the hospital before warranty eligibility determination can be completed by Medtronic.

<table>
<thead>
<tr>
<th>Warranty Status</th>
<th>Warranty Substatus</th>
<th>Means</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pending</td>
<td>Product Analysis</td>
<td>Product analysis underway or pending receipt of explanted product by the Medtronic Return Product Analysis Lab</td>
<td>If the explanted product has not been returned, return product for product analysis</td>
</tr>
<tr>
<td></td>
<td>Warranty Determination</td>
<td>Warranty review/assessment underway</td>
<td>No action is required by hospital</td>
</tr>
</tbody>
</table>

### Missing Information Categories

If the Warranty Substatus is “Missing Information,” this section will indicate the information needed by Medtronic before warranty eligibility determination can be completed.

<table>
<thead>
<tr>
<th>Information Needed</th>
<th>Means</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Signature</td>
<td>Obtain hospital representative signature on warranty form</td>
</tr>
<tr>
<td>Physician Signature</td>
<td>Obtain physician signature on warranty form</td>
</tr>
<tr>
<td>Reason for Warranty Request</td>
<td>Provide reason the warranty is being requested</td>
</tr>
<tr>
<td>Patient Name</td>
<td>Provide patient’s name</td>
</tr>
<tr>
<td>Replacement Serial Number</td>
<td>Provide serial number of product that replaced explanted/capped product</td>
</tr>
<tr>
<td>Explanted/Capped Serial Number</td>
<td>Provide serial number of the product for which warranty is being requested</td>
</tr>
<tr>
<td>Original Implant Date</td>
<td>Provide implant date of the product for which warranty is being requested</td>
</tr>
<tr>
<td>Replacement Date</td>
<td>Provide replacement date of the product for which warranty is being requested</td>
</tr>
<tr>
<td>Warranty Form</td>
<td>Submit completed warranty form</td>
</tr>
<tr>
<td>Correct Warranty Form</td>
<td>Submit warranty form using most recent version of the warranty form</td>
</tr>
<tr>
<td>Legible Warranty Form</td>
<td>We could not read the information on the form; provide legible warranty form</td>
</tr>
<tr>
<td>Physician Confirmation Card</td>
<td>Submit Physician Confirmation Card (Applicable for Protecta™ Performance Assurance Program)</td>
</tr>
</tbody>
</table>

Fax or e-mail required information to Medtronic at (800) 341-8847 or rs.warranty@medtronic.com
## Hospital Warranty Management Report Reference Guide

### 3. Warranty Status/Substatus Information Continued

The following **DO NOT require action** by the hospital. Product in this section have been determined to be ineligible for warranty.

<table>
<thead>
<tr>
<th>Warranty Status</th>
<th>Warranty Substatus</th>
<th>Means</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ineligible</strong></td>
<td>Original Product Not Invoiced</td>
<td>Original product was not paid for</td>
</tr>
<tr>
<td></td>
<td>Product Analysis OK</td>
<td>No anomalies found during product analysis or lead data review</td>
</tr>
<tr>
<td></td>
<td>Product Not Returned</td>
<td>Explanted product not returned to Medtronic Returned Product Analysis Lab</td>
</tr>
<tr>
<td></td>
<td>Product Not Returned Timely</td>
<td>Explanted product not returned to Medtronic Returned Product Analysis Lab within the required time period</td>
</tr>
<tr>
<td></td>
<td>Lead/Data Not Returned</td>
<td>Lead or lead data for capped lead not returned to Medtronic Returned Product Analysis Lab</td>
</tr>
<tr>
<td></td>
<td>Lead/Data Not Returned Timely</td>
<td>Lead or lead data not returned to Medtronic Returned Product Analysis Lab within the required time period</td>
</tr>
</tbody>
</table>

The following **DO NOT require action** by the hospital. Product in this section have been determined to be ineligible for warranty as they are not covered under Medtronic’s Standard Limited Warranty.

<table>
<thead>
<tr>
<th>Warranty Status</th>
<th>Warranty Substatus</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ineligible</strong></td>
<td>Product Outside Warranty Period</td>
</tr>
<tr>
<td></td>
<td>Explanted Product Not Medtronic</td>
</tr>
<tr>
<td></td>
<td>Replacement Product Not Medtronic</td>
</tr>
<tr>
<td></td>
<td>Product Not Replaced</td>
</tr>
<tr>
<td></td>
<td>Reused Existing Product</td>
</tr>
<tr>
<td></td>
<td>Product Opened Not Used</td>
</tr>
<tr>
<td></td>
<td>Product Attempted Not Implanted</td>
</tr>
<tr>
<td></td>
<td>No Warranty Available (Warranty not offered on this product)</td>
</tr>
<tr>
<td></td>
<td>Product Replaced Outside U.S.</td>
</tr>
</tbody>
</table>

For questions regarding information contained on the Hospital Warranty Management Report, contact the Medtronic warranty team at:

(877) 359-6407 or rs.warranty@medtronic.com
FREQUENTLY ASKED QUESTIONS—DEVICE RRT/ERI

Q: At the time of product replacement, if a device is nearing RRT/ERI (low battery indicator), but not yet at RRT/ERI, is the product eligible for warranty credit?

A: The RRT/ERI date must have occurred before the date of explant, and all other terms of the warranty must be met, in order for the product to be eligible for warranty credit. A device will display the RRT/ERI notification on the Medtronic Quick Look report if the device has reached its elective replacement indicator.

Q: Is a product eligible for warranty credit if a device is programmed with high outputs and reaches RRT/ERI within the warranty period?

A: A device with high outputs that reaches RRT/ERI, within the warranty period, is eligible for warranty credit, as long as all other terms of the warranty are met.
FREQUENTLY ASKED QUESTIONS—LEADS

Q: If a full lead is not explanted, what information is required to be returned to Medtronic for warranty consideration?
A: For full leads not explanted or for partial lead segments returned for analysis, clinical data (i.e., device stored electrogram strips or full save-to-disk) must be returned to the Medtronic Return Product Analysis Lab within 30 days of the product replacement procedure. The clinical data must show failure of the lead to function within normal tolerances.

Q: If a lead is replaced due to high pacing thresholds, is it eligible for warranty credit?
A: Leads that are only experiencing increasing or high pacing thresholds, in absence of any other issue, are not covered under the Medtronic Limited Warranty.
The Returned Product Analysis (RPA) laboratory tests and evaluates cardiac rhythm products returned to Medtronic. This performance data serves as a means of identifying concerns in real time and provides information needed to refine the quality and reliability of current and future products.

- Evaluating Products
- Measuring Performance
- Communicating with Customers
THE LAB IS STAFFED BY MORE THAN 50 ENGINEERS AND TECHNICAL STAFF INVOLVED IN PRODUCT ANALYSIS, COMPLAINT INVESTIGATIONS, AND COMMUNICATING WITH CUSTOMERS

MONITORING AND COMMUNICATING PERFORMANCE
Medtronic is unique in that we monitor device performance using two methods:
 Through returned product analysis; and
 Through use of the PAN Registry, a patient-centric surveillance platform, which follows patients implanted with Medtronic cardiac therapy products.

In addition to receiving a post-analysis communication (when appropriate or requested), clinicians may also access our CRHF Product Performance eSource to check the status of a returned product (by serial number) at any time during the analysis process (medtronic.com/CRDMPROductPerformance).

QUALITY AND THE RPA LAB
The RPA lab utilizes a cell operating system structure — a flexible and focused, team-based workflow. This structure has allowed us to expand the capacity of the lab and facilitate quick identification and escalation of quality issues, which the team can then more efficiently resolve.

Our work is laser-focused on the quality of our products. The findings identified by our laboratory analysis, combined with the clinical observations reported, help us determine root causes, detect patterns, and define the appropriate actions to take. This allows us to communicate clearly, offering timely and appropriate product performance data and reliability information.
INTAKE
Products received undergo a check-in procedure, which includes:
- Cleaning and sterilization
- Initial interrogation and data download (devices only)
- Upload returned paperwork and enter information into the Medtronic global complaint handling system

ANALYSIS
Devices
Thorough analysis of returned cardiac devices covers various aspects of a device’s functions.*
- Visual inspections look for damage to the device components.
- Electrical testing and analysis verify that each programmed setting behaved as expected and that all parameters were working within specifications.
- Battery longevity is calculated using the three main factors that affect a device battery’s lifespan:
  – The energy capacity of the battery.
  – The amount of electrical energy expended in providing therapy to the patient, and
  – The amount of energy consumed by the electronic circuitry to perform the functions of the device.

Once the device’s battery longevity percentage is calculated, our technicians review the analysis results and decide if further or more specific testing is necessary.

Leads
We inspect and flex the lead, looking for obvious cuts or breaches to the insulation and any obvious breaks or damage to the conductors, helix, or lobes. Under microscope, the lead is further examined for:
- Cuts, kinks, breaches, cosmetic depressions, Environmental Stress Cracking (ESC), and Metal Ion Oxidation (MIO)
- Placement of setscrew marks on the lead’s connector pins

We also perform electrical testing to evaluate the conduction and current flow through the lead’s conductors. A 10-volt current is run through the lead while it is being pulled and flexed to monitor for changes in resistance. The mechanical characteristics of the lead are also tested to ensure proper functionality. Testing may include:
- Stylet/guidewire/introducer insertion
- Helix testing

*The extent of the analysis conducted depends on the clinical observations reported. Not every product returned requires the full range of analysis.
Destructive Analysis — Devices and Leads

As part of thorough product evaluations, destructive analysis is sometimes required to fully analyze certain behaviors. This calls for breaking the product down into its subcomponents to conduct further evaluation.

A device’s battery and hybrid circuits are the two most common components to undergo destructive analysis. For leads, a variety of tests and processes may be used during destructive analysis, including:

- X-rays
- Scanning electron microscope (SEM)
- Chemical analysis
INVESTIGATION
With analysis complete, our engineers conduct a final review; examining each product’s test results, the clinical data provided, and other relevant data to determine the cause of the reported performance issue.

We ensure our findings address the reported performance issues, then identify and escalate new performance issues, as appropriate.

In addition, our investigators provide a variety of inputs to internal stakeholders — e.g., reliability, released product engineering, manufacturing. This supplies the information needed to refine the quality and reliability of current and future products.

CUSTOMER COMMUNICATIONS
Once results of the analysis are complete, our technical staff of medical writers provide written communications to customers, when appropriate.

These letters provide a review of the device’s clinical experience and an in-depth overview of testing results.

We publish our analysis results semiannually in the Medtronic Product Performance Report, which provides important patient management information pertaining to the long-term reliability and performance of our products.

The report can be found at: medtronic.com/CRDMPProductPerformance
RETURNING PRODUCT TO MEDTRONIC

Medtronic urges all customers to return explanted products and notify Medtronic when a product is no longer in use.* Please return the product and the accompanying paperwork to Medtronic as soon as possible.

We ask you to not reprogram device parameters prior to returning, with the following exceptions:

- Disable all tachyarrhythmia detections, and
- Disable patient alerts so the device does not alarm or beep.

Mailer kits may be obtained by contacting your Medtronic representative or the Returned Product Analysis Laboratory:
Phone 1-800-328-2518, ext. 44800
Email: crdm.returnedproduct@medtronic.com

*Transferring Medtronic Cardiac Rhythm Heart Failure devices to others for purposes of reuse is contrary to U.S. law and limits the ability of Medtronic to measure the performance of its products.
Dear Patient,

This letter is intended to provide you with basic information about the Medtronic limited warranty and an overview of the warranty process.

**Warranty reimbursement:**

**To start the reimbursement process:**
- Mail, email, or fax copies of the following billing information to Medtronic Patient Services:
  
  Medtronic, Inc.
  Patient Services MVS14
  8200 Coral Sea St NE
  Mounds View, MN  55112
  
  Email: pshelp@medtronic.com
  Fax: 763-367-5809

  - **Itemized final medical bills include:**
    - A detailed list of all charges related to the date(s) of service to include the total amount
    - Reflects insurance has been billed and what insurance has covered
    - Clearly defines patient’s final out of pocket responsibility (what the patient owes)
    - Often has multiple pages
    - A “summary of charges” will not be considered

  - **If you have not received an itemized bill, please contact the appropriate billing office to request an itemized bill**

  - **Explanation of Benefits (EOB):**
    - Medical insurance overview of billing received
    - Defines patient’s final out of pocket responsibility (what the patient owes)

If the documentation you submit is not complete, this may delay the process and we will contact you to let you know what is needed.

There are two parts to a Medtronic heart device warranty:

1) Medtronic may issue a warranty credit to the hospital to be applied against the cost of your new Medtronic heart device. Depending on the applicable warranty terms, the credit amount may not entirely cover the cost of the new device. All terms of the warranty must be met in order for your heart device warranty credit to apply, including but not limited to the following:
• The heart device must be replaced with another Medtronic heart device.

• After the device has been removed, the hospital has the responsibility of returning the heart device or clinical documentation to Medtronic within 30 to 60 days. The amount of time for the return is dependent on the specific warranty for the heart device that was replaced.

• The hospital also has the responsibility of submitting a warranty credit request form for your removed heart device to Medtronic within 30 days of your replacement procedure. If this does not happen, the hospital will not receive a device credit.

• The returned heart device will then be analyzed by Medtronic. The analysis must confirm the product was functioning in a manner inconsistent with its intended operation and performance due to the quality of materials or workmanship within the warranty period.

2) Medtronic may also reimburse you for certain uninsured medical expenses associated with the new Medtronic device replacement surgery that your insurance does not cover.

Reimbursement of medical bills is specific to the date of the actual replacement surgery to include:

• One visit prior and one visit post the replacement surgery
• This part of the warranty can only take place after a warranty credit is issued to the hospital

**The process to reimburse your uninsured medical expenses is as follows:**

1) The doctor or hospital return your explanted heart device to Medtronic for evaluation
2) The hospital submits a completed warranty claim form to the Medtronic warranty department
3) The doctor(s) and hospital submit their claims for your medical care to your medical insurance company (i.e. Medicare and/or private insurance)
4) You receive the insurance’s explanation of benefits (EOBs) and final doctor and hospital bills
5) You submit appropriate billing for consideration for warranty reimbursement (see detailed gray box at beginning of letter)

If all criteria of the warranty are met, a check to reimburse you for your uninsured medical expenses related to your replacement surgery, up to the maximum allowed by the warranty, is mailed directly to you. You are then able to use this reimbursement to pay your expenses if you have not already paid them.

The approximate warranty process may take six to eight weeks to complete your warranty reimbursement if the documentation submitted is complete.

We hope this information is helpful. If you have additional questions, please contact Medtronic Patient Services directly at (800) 551-5544 extension 41835. Our staff is available to take your call Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Sincerely,

Patient Services
Medtronic
For warranty related questions, contact the Medtronic CRDM Warranty Team:

- Warranty Hotline: (877) 359-6407
  - Option 1: Credit estimates
  - Option 2: General warranty inquiries
- E-mail: rs.warranty@medtronic.com
- Fax: (800) 341-8847

To check the status of a returned product, visit:
http://wwwp.medtronic.com/productperformance/

To order a product return mailer kit, contact the Medtronic Return Product Analysis Lab:
- E-mail: crdm.returnedproduct@medtronic.com
- Phone: (800) 328-2518 ext. 44800

For direct access to a warranty credit request form and Medtronic’s online version of the Warranty Reference Guide visit www.medtronic.com/crhfwarranty