

Medtronic HeartWare[™] HVAD[™] Battery Charger Unit SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)

Effective December 16, 2023 until December 15, 2024

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

- 1. Obtain a Medtronic MCS Standard and Supplemental Warranty Claim Form at www.medtronic.com/mcswarranty under the heading, MCS Warranty Claim Form.
- 2. Complete and sign the Medtronic MCS Standard and Supplemental Warranty Claim Form.
- 3. Email the Warranty Claim Form to the email address listed at the bottom of the Warranty Claim Form.
- 4. Return "Affected Unit" to Medtronic within 30 days of the product replacement date to the address listed on the Warranty Claim Form.

This Supplemental Limited Warranty is valid only for a prophylactic or non-prophylactic replacement of a Medtronic HeartWare™ HVAD Battery Charger Unit identified as part of the affected population, noted in the November 2018 product advisory, which may have been manufactured with an incorrect circuit component. These units described in the preceding sentence and included in this Supplemental Limited Warranty population will be referred to as the "Affected Unit."

Medtronic will provide a Medtronic HeartWare[™] HVAD Battery Charger Unit replacement, without charge, to the warranty holder. Eligibility requirements under this Supplemental Limited Warranty are as follows:

• The physician has made the medical judgment that he/she believes it is in the patient's best interest to request prophylactic exchange of the "Affected Unit."

OR

- The patient's "Affected Unit" has experienced one or more of the behaviors listed below:
 - One or more battery charging bays not charging and/or LEDs not lighting.
 - The battery connected to the charger and the charger status light is flashing red after 8 hours of attempted charging.
 - The battery charging unit may become abnormally hot, which may produce a burning odor.

NOTE: It is normal for the battery charging unit to be warm during the charging process.

AND

- The" Affected Unit" serial number must be within the product population sub-set noted in the November 2018 product advisory.
- The "Affected Unit" must have been replaced prior to the expiration of the HVAD Battery Charger Unit Supplemental Limited Warranty.
- The physician and institution must acknowledge, sign and submit to Medtronic the Standard and Supplemental Warranty Claim Form.
- The "Affected Unit" will be returned within 30 days of the product replacement date to Medtronic, Inc.,14400 NW 60th Ave., Miami Lakes, FL 33014. By returning the "Affected Unit" and seeking a remedy under this Supplemental Limited Warranty, the warranty holder agrees that the returned "Affected Unit" shall be the property of Medtronic.
- Claims for reimbursement will be submitted in accordance with all applicable requirements, including any such requirements relating to warranty products.
- The "Affected Unit" must be used in accordance with "Affected Unit" labeling and not altered or subjected to misuse, reuse, abuse, neglect, improper storage, attempts to repair, improper handling, or the like, or damaged by accident, fire or other hazard.

By filling out and signing / checking the Authorized Signature box on the Medtronic Standard and Supplemental Warranty Claim Form, the <u>physician</u> confirms that:

• The physician has evaluated the relative risks of prophylactic exchange and has made the medical judgment that prophylactic replacement is in the named patient's best interests.

By filling out and signing / checking the Authorized Signature box on the Medtronic Standard and Supplemental Warranty Claim Form, the <u>hospital/clinic</u> confirms that:

- No charge will be made to the patient for any expense the hospital did not incur for the exchange of the Medtronic device. Any charge to the patient will be in accordance with the patient's insurance and applicable law; 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.



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 product.

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

Return "Affected Unit" within 30 days of the product replacement date to: Medtronic, Inc.,14400 NW 60th Ave., Miami Lakes, FL 33014