

**Medtronic HeartWare™ HVAD™ Pump
SUPPLEMENTAL LIMITED WARRANTY (U.S. ONLY)
Effective December 16, 2023 until December 15, 2024**

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

1. Complete the Medtronic MCS Standard and Supplemental Warranty Claim Form which can be found at www.medtronic.com/mcswarranty.
2. Ensure the correct Warranty Type has been selected, "Prophylactic."
3. E-mail the completed Warranty Claim Form to rs.mcswarranty@medtronic.com.
4. Return explanted Medtronic HeartWare™ Controllers, within thirty (30) days of the controller replacement date, to Medtronic, Inc, 14400 NW 60th Ave., Miami Lakes, FL 33014.

This Supplemental Limited Warranty is valid for the replacement of Medtronic HeartWare™ Controllers, for those patients within the defined subset of Medtronic HeartWare™ Pumps communicated in the December 2020 product advisory, hereinafter referred to as the "Affected Device(s)."

Under the Supplemental Limited Warranty, Medtronic is offering the following:

- Where patients with an Affected Device have a primary controller beyond two (2) years of service and the physician has made the medical judgment that prophylactic exchange of the primary controller is in the individual patient's best interests, the warranty holder is eligible for: a replacement of (2) controllers (i.e., one "primary" and one "backup" controller) per patient with an Affected Device, at no charge.

As part of this Supplemental Limited Warranty, pursuant to all terms and conditions, patients are eligible to apply for up to \$10,000 Unreimbursed Medical (URM) expenses, associated with patient portion of costs of the replacement procedure of their Affected Device.

Warranty eligibility requirements for non-prophylactic and prophylactic replacement under this Supplemental Limited Warranty are as follows

- The patient is implanted with an Affected Device.
- The physician and institution must complete, sign, and submit to Medtronic, the MCS Standard and Supplemental Warranty Claim Form.
- The hospital must return the old controllers to the Medtronic address below, within thirty (30) days of the controller replacement date.

The above warranty conditions contain some, but not all, conditions as outlined in the Medtronic Heartware™ HVAD™ System Limited Warranty. Refer to the Medtronic Heartware™ HVAD™ System Limited Warranty for full terms and conditions. Medtronic HeartWare™ products must be used in accordance with product 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 another hazard.

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

- The physician has made the medical judgment based on the patient's individual circumstances that prophylactic replacement of the Medtronic device covered under the Supplemental Limited Warranty is in the best interests of the individual patient.

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

- Any credit extended because of this Supplemental Limited 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.mcswarranty@medtronic.com