

**Medtronic HeartWare™ HVAD™ System
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. Complete the Medtronic MCS Standard and Supplemental Warranty Claim Form.
2. E-mail the completed Warranty Claim Form to the e-mail address at the bottom of the form.
3. Return explanted products to Medtronic at the address listed on the Warranty Claim Form.

This supplemental warranty is valid only for replacement of one or more of a Medtronic HeartWare™ Battery, HeartWare™ Controller AC Adapter, HeartWare™ Controller DC Adapter, **hereinafter referred to as HVAD power source(s)**, and / or HeartWare™ Controller that has experienced, unintended power source switching and unexpected audible tones (“beeping”) prior to December 15, 2024.

Where HVAD power source(s) has experienced unexpected power switching behavior and unexpected audible tones, Medtronic will initially provide power source replacement(s), without charge, to the warranty holder. If the unexpected behavior persists, after replacement of the HVAD power source(s), Medtronic will provide an HVAD Controller, without charge, to the warranty holder.

When requesting replacement of a HVAD power source, please complete and e-mail the Medtronic MCS Standard and Supplemental Warranty Claim Form to Medtronic for review. A separate Medtronic MCS Standard and Supplemental Warranty Claim Form must be completed and e-mailed for an HVAD Controller, if needed, as described in the paragraph above. 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 checking the Medtronic MCS Standard and Supplemental Warranty Claim Form, the hospital confirms that:

1. Any replacement 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; and
3. You represent, after due inquiry, that the product(s) noted on the warranty form functioned in a manner inconsistent with its or their intended operation or performance due to a defect in workmanship or materials under normal use in accordance with the HVAD Systems Instructions for Use.

*Below is a summary of Medtronic's basic warranty conditions. These basic warranty conditions contain some, but are 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.

- The Product malfunction must have occurred prior to December 15, 2024.
- The Product 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 other hazard.
- The Product subject to the warranty claim must be returned to Medtronic at 14400 NW 60th Ave., Miami Lakes, FL 33014 within thirty (30) days of the Product malfunction date. By returning the Product and seeking a remedy under this Limited Warranty, the warranty holder agrees that the returned Product shall be the property of Medtronic.
- An HVAD System Warranty Form must be submitted to Medtronic per the instructions set forth on the Warranty Form within thirty (30) days of the Product malfunction date.

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

**Send devices within 30 days of explant to:
Medtronic, Inc., 14400 NW 60th Ave., Miami Lakes, FL 33014**