

Warranty: Infusion Sets and Reservoirs

Medtronic MiniMed, Inc. warrants its infusion sets and reservoirs against defects in materials and workmanship for the period up to 3 days after the individual reservoir/infusion set sterile packaging has been opened, not to exceed 6 months from date of shipment of the infusion set or reservoir to the end user (the "Warranty Period").

During the Warranty Period, Medtronic MiniMed, Inc. will replace any defective reservoir or infusion set, subject to the conditions and exclusions stated herein.

This warranty is valid only if the Medtronic MiniMed, Inc. infusion sets and reservoirs are used in accordance with the manufacturer's instructions. This warranty will not apply:

- If the infusion set or reservoir has been used for more than a single-time use by a single end-user;
- If damage results during the improper opening of the sterile package not in conformance with the procedures outlined in the Instructions for Use;
- If the sterile package is compromised while in the control of the user by any means other than purposeful opening by the user at the time of intended product use;
- If damage results from changes or modifications made to the infusion set or reservoir by the user or third persons after the date of manufacture;
- If damage results from the use of non-Medtronic MiniMed infusion sets or reservoirs with a Medtronic MiniMed insulin pump;
- If damage results from service or repairs performed to any part of the infusions set or reservoir by any person or entity other than the manufacturer;
- If damage is caused by use of the reservoir or infusion set with any non-Medtronic MiniMed insulin pump;
- If damage results from a Force Majeure or other event beyond the control of the manufacturer; or
- If damage results from negligence or improper use, including but not limited to improper storage or physical abuse such as dropping or otherwise.

This warranty shall be personal to the original purchaser. Any sale, rental or other transfer or use of the product covered by this warranty to or by a user other than the original purchaser shall cause this warranty to immediately terminate. This warranty does not apply to insulin pumps, batteries, and other accessories.

THE REMEDIES PROVIDED FOR IN THIS WARRANTY ARE THE EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH HEREOF. NEITHER MEDTRONIC MINIMED NOR ITS SUPPLIERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGE OF ANY NATURE OR KIND CAUSED BY OR ARISING OUT OF A DEFECT IN THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.