

## **Precision® IPG Limited Five-Year Warranty**

Boston Scientific® Corporation (referred to as BSC) warrants to the patient who receives a Precision® Implantable Pulse Generator Model SC-11xx (referred to as the IPG) that the IPG will be free from defects in workmanship and materials for a period of five years from the date of surgical implant of the IPG. This warranty applies only to the patient who has the IPG implanted and no other person or entity. This warranty does not apply to the leads, extensions, or surgical accessories used with the IPG.

If the IPG fails to function within normal ranges within five years after the date it is implanted, Boston Scientific will replace the IPG with a functionally equivalent IPG made by BSC. No other relief whatsoever is available under this limited warranty. The limited warranty for a replacement IPG will last only for five years from the date of surgical implant of the original IPG. Claims under this limited warranty are subject to the following additional conditions and limitations:

1. The product registration card must be completed and returned to BSC within 30 days of surgery.
2. The IPG must be purchased after January 1, 2005 and implanted before the “use before” date.
3. Failure of the IPG must be confirmed by BSC.
4. The IPG must be returned to BSC (or BSC authorized agent) within 30 days after it fails to function within normal ranges. That IPG will be BSC property.
5. This limited warranty does not include failures to function within normal ranges caused by:
  - (a) fire, floods, lightning, natural disasters, water damage and other calamities commonly defined as “Acts of God”;
  - (b) accident, misuse, abuse, negligence, or the customer’s failure to operate the IPG in accordance with manufacturer’s instructions;
  - (c) unauthorized attempts to repair, maintain, or modify the IPG by the patient or any unauthorized third party; or
  - (d) attaching equipment to the IPG that is not supplied or expressly authorized by BSC.

This limited warranty is the only warranty that applies to the IPG, and BSC expressly disclaims any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Under this limited warranty, BSC will be responsible only for replacement of the IPG with a functionally equivalent IPG made by BSC and will not be liable for any damages (whether direct, indirect, consequential, or incidental) caused by the IPG, whether the claim is based on warranty, contract, tort or any other theory.