

Limited Warranty for The Vertiflex™ Procedure (Superion™ Indirect Decompression System)

Boston Scientific Corporation (“Boston Scientific”) warrants the Superion Indirect Decompression System implant shall be free from defects in material and workmanship for a period of 1 year from the date of implantation. Boston Scientific’s obligation under this warranty shall be limited to repair or replacement, at the option of Boston Scientific. The above warranty is contingent upon normal usage and does not cover products that have been modified without Boston Scientific’s approval or which have been subjected to unusual physical stress.

Claims under this limited warranty are subject to the following additional conditions and limitations:

1. Failure of the implant must be confirmed by Boston Scientific.
2. The implant must be returned to Boston Scientific (or a Boston Scientific authorized agent) after it fails to function within normal ranges. That implant will be the property of Boston Scientific.
3. Accidental damage to the implant during a medical procedure is covered by this limited warranty.
4. The limited warranty does not include failures to function caused by:
 - (a). fire, floods, lightning, natural disasters, water damage, and other calamities commonly defined as “Acts of God”;
 - (b) Misuse, abuse, or the customer’s failure to operate the implant in accordance with manufacturer’s instructions;
 - (c) Unauthorized attempts to repair, maintain, or modify the implant for the patient or any unauthorized third party.