

Implantable Cochlear Stimulation Replacement Credit Policy



Advanced Bionics® Corporation (hereinafter referred to as Advanced Bionics) warrants to the purchaser of an Advanced Bionics Implantable Cochlear Stimulator (ICS) that the ICS is free from defects in workmanship and materials and will not fail in the environment of the human body for a period of 10 years from the date of implantation.

An ICS that fails to function within normal tolerances for any reason within 10 years from the date of implantation is covered under this Replacement Credit Policy. The liability of Advanced Bionics under this Replacement Credit Policy shall be limited to a full credit equal to the original purchase price to be applied towards the purchase of a similar or functionally equivalent replacement ICS. Product claims under Advanced Bionics' Replacement Credit Policy are subject to the following conditions and limitations:

1. The ICS must not be implanted after the "Use Before" date marked on the package.
2. The ICS device registration card must be completed and returned to Advanced Bionics within 30 days of implantation to obtain warranty rights.
3. The explanted ICS must be returned for analysis to Advanced Bionics within 15 days of explantation along with a report describing the circumstances of the removal. ICS devices returned to Advanced Bionics for analysis become the property of Advanced Bionics.
4. ICS failure must be confirmed by Advanced Bionics. The Replacement Credit Policy will be deemed invalid where there is evidence of any improper handling, defacing or altering of the ICS.
5. Suitability of the ICS for a particular patient is a matter of medical judgement and Advanced Bionics makes no representation or warranty of suitability for a particular purpose.
6. This Replacement Credit Policy applies only to the original patient in whom the ICS is implanted.
7. Advanced Bionics does not warrant any ICS damaged during surgical implantation.

This Replacement Credit Policy is in lieu of any other warranty, expressed or implied, including any warranty of merchantability or fitness for intended use. Except as expressly provided by this Replacement Credit Policy, Advanced Bionics shall not be responsible or liable for any direct, consequential or incidental damages caused by device malfunction, failure or defect, whether the claim is based on warranty, contract, tort or otherwise.

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