



Prometra® Programmable Infusion System Limited Warranty

Issue Date: August 2024

Infusyn Therapeutics ("Infusyn") warrants solely and exclusively to the first purchaser of this product(s) that the product(s) will be free from defects in materials and workmanship under normal and intended use within the following periods: (a) in the case of Programmable pump (including pump components and battery), two (2) years from the date of implant, (b) in the case of the implantable Catheter, one (1) year from the date of purchase (collectively, the "Warranty Period"). Any and all liability under this Limited Warranty will be limited to replacement of the product with a functionally comparable replacement product by Infusyn Therapeutics.

In order to benefit from this Limited Warranty, the following conditions must be satisfied:

(a) the product must be implanted prior to its "Use By" date; (b) all device registration materials must be completed and returned to Infusyn Therapeutics within thirty (30) days of implantation of the product; (c) the product must be returned to Infusyn Therapeutics within thirty (30) days after discovery of a reported defect occurring within the Warranty Period and shall be the property of Infusyn Therapeutics upon receipt of same; and (d) the use of medication with the product shall be used in accordance with the labeling and instructions for use provided with the product. This Limited Warranty shall not apply if any of the foregoing conditions are not met, and it further shall not apply to any defects or damages caused by (a) use of the product in a manner inconsistent with Infusyn Therapeutics' Instructions for Use for the product; (b) normal wear and tear, or in the case of the product's battery, normal battery depletion; or (c) any other causes beyond Infusyn Therapeutics' control. All warranty claims will be subject to Infusyn Therapeutics' inspection and analysis of the returned product to confirm whether, in Infusyn Therapeutics' sole judgment, this Limited Warranty applies.

THIS LIMITED PRODUCT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY SHALL BE THE REMEDIES EXPRESSED HEREIN. IN NO EVENT WILL INFUSYN THERAPEUTICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS ASSOCIATED WITH REPLACEMENT OR REVISION SURGERY) FOR ANY REASON WHATSOEVER.

Some states/countries do not allow an exclusion of implied warranties, or incidental or consequential damages. You may be entitled to additional remedies under the laws of your state/country. In the event that any provision of this Limited Warranty is held by a court of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in effect. This warranty may not be amended without the express written consent of an authorized officer of Infusyn Therapeutics. No person has any authority to bind Infusyn Therapeutics to any representation, condition or warranty beyond the terms of this Limited Warranty.

Infusyn Therapeutics

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