## Limited Warranty CADD-Legacy® 1400 Infusion Pump

AbbVie Inc. ("AbbVie") warrants to the purchaser (the "Patient") that the CADD-Legacy 1400 infusion pump (the "Pump") manufactured by Smith's Medical ASD, Inc. (the "Manufacturer") shall, if used in accordance with the Pump's Instructions for Use with DUOPA® (carbidopa/levodopa enteral suspension) (the "Instructions for Use"), be free from material defects in materials and workmanship for a period of five (5) years from the actual date of shipment (the "Shipment Date") of the Pump to the Patient by a pharmacy that is within AbbVie's authorized United States and Puerto Rico distribution network for the Pump (such five (5) year term, the "Limited Warranty Term").

Subject to the terms of this Limited Warranty, AbbVie will, at its sole option, repair or replace, without charge and as the Patient's exclusive remedy under this Limited Warranty, any Pump which is defective provided that the Patient makes the defect claim within the Limited Warranty Term. Except as expressly set forth herein, AbbVie makes no other warranties with respect to the Pump.

This Limited Warranty specifically excludes and does not cover normal wear and tear and maintenance items, the Pump's internal clock battery and any other accessory items or equipment used and packaged with the Pump.

Parties Covered by this Limited Warranty: This Limited Warranty extends only to the Patient residing within the United States of America (including Puerto Rico) who has been prescribed the Pump for the administration of DUOPA (carbidopa and levodopa enteral suspension) within the United States of America (including Puerto Rico) and to whom the Pump has been dispensed by a pharmacy that is within AbbVie's authorized United States and Puerto Rico distribution network for the Pump. This Limited Warranty does not extend to any other person who may subsequently acquire or use the Pump. The Patient's explanation of benefits, sales receipt, and/or shipment information are each valid as proof of the purchase and dispensing of the Pump.

- Limited Warranty Claims Procedure: The Patient must provide notice of the claimed defect to the pharmacy that dispensed the Pump to the Patient. The notice can be made to the pharmacy by telephone, regular mail, electronic mail or other form of delivery at the choice of the Patient. Notice by the Patient to the pharmacy must include the Shipment Date if known by the Patient, model and serial number of the Pump, a brief description of the claimed defect and information on how to contact the Patient.
- The pharmacy will notify AbbVie and either the pharmacy or AbbVie will contact the Patient by electronic mail, regular mail and/or telephone using Patient's contact information provided to the pharmacy.
- 3. PRIOR TO RETURNING THE PUMP TO THE PHARMACY, THE PATIENT MUST FIRST OBTAIN AUTHORIZATION FROM THE PHARMACY. The pharmacy will provide instructions and/or materials to the Patient for proper packaging and return of the Pump.

**Additional Conditions of Warranty:** This Limited Warranty is void if the Pump has been (1) repaired by someone other than AbbVie, the Manufacturer, or their respective

authorized agents; (2) altered so that its stability or reliability is affected; (3) misused; or (4) damaged by accident or negligence. Misuse includes, but is not limited to, use not in compliance with the Instructions for Use or use with nonapproved accessories. The Pump is a sealed unit, and the fact that the seal has been broken will be considered conclusive evidence that the Pump has been altered or misused. Removal or damage to the Pump's serial number will invalidate this Limited Warranty.

**Additional Limitations and Exclusions:** Repair or replacement of the Pump, any component part thereof, as determined by AbbVie in its sole discretion, is the EXCLUSIVE remedy offered by AbbVie. The following additional exclusions and limitations shall apply:

- No agent, representative, or employee of AbbVie or the Manufacturer has authority to bind AbbVie to any representation or warranty, expressed or implied, relating to the Pump other than as expressly set forth herein or in a signed agreement executed by an authorized signatory of AbbVie.
- 2. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OF THE PUMP FOR ANY PARTICULAR PURPOSE.
- 3. The Pump can be used only under the supervision of medical personnel whose skill and judgment determine the suitability of the Pump for any particular medical treatment.
- 4. All recommendations, information, and descriptive literature supplied by AbbVie, the Manufacturer, or their respective agents are believed to be accurate and reliable (but do not constitute warranties).
- 5. This Limited Warranty will continue to apply to any repaired or replaced Pump for the remaining duration of the Limited Warranty Term. Such repair or replacement will not extend the Limited Warranty Term beyond its original duration. Accordingly, this Limited Warranty will expire five (5) years from the Shipment Date as defined above, and the Patient will be unable to submit any claims under this Limited Warranty after such time.
- 6. AbbVie disclaims responsibility for the suitability of the Pump for any particular medical treatment or for any medical complications resulting from the use of the Pump. AbbVie shall not be responsible for any incidental damages or consequential damages to property, loss of profits, or loss of use caused by any defect or malfunction of the Pump.
- 7. This Limited Warranty excludes coverage for any Patient who does not reside within the United States (including Puerto Rico) and/or who purchased or otherwise obtained the Pump from any pharmacy or other reseller that is not part of AbbVie's authorized United States and Puerto Rico distribution network for the Pump.

This Limited Warranty gives the Patient specific legal rights, and the Patient may have other legal rights which may vary from state to state.