

Limited Lifetime Warranty Agreement for Medical Device Replacement

This Warranty Agreement ("Agreement") is entered into between International Medical Devices, Inc, referred to as the "Manufacturer," and the individual recipient of the medical device who has executed this Agreement below, referred to as the patient ("Patient").

1.0 Warranty Coverage

The Manufacturer agrees to provide warranty coverage for the replacement of one (1) medical device specified below, subject to the terms and conditions of this Agreement. For clarity, this warranty may only be used for one replacement over the course of the Patient's lifetime. Any further replacements beyond the one replacement shall be done at the Patient's sole expense, provided the one replacement conforms to the conditions of this Agreement.

Medical Device:

Himplant/Penuma Pre-Formed Penile Silicone Implant ("medical device")

2.0 Duration of Warranty

The warranty coverage provided under this Agreement shall be valid for the Patient's lifetime, commencing from the date of the initial implantation of the medical device, no earlier than August 1, 2023.

3.0 Warranty Terms

3.1 Yearly Cost Coverage

During the warranty period, the Manufacturer will bear a portion of the cost for the replacement of the medical device according to the following schedule:

Year 1: 80% of the replacement device cost

Year 2: 70% of the replacement device cost

Year 3: 60% of the replacement device cost

Year 4: 50% of the replacement device cost

3.2 Patient Responsibility

Starting from the beginning of year five (5) after the date of the initial implantation of the medical device, the Manufacturer will bear 40% of the replacement device cost. Patient shall be solely responsible for the remaining cost of any replacement of the medical device that is not covered by this Manufacturer in this Agreement.

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4.0 Warranty Limitations

4.1 Coverage Limitation

This warranty agreement covers only the cost of the medical device and does not include any expenses related to surgical services, anesthesiology, or any other procedures, services, or associated costs.

4.2 Exclusions

The following situations are expressly excluded from the warranty coverage provided under this Agreement:

- Damage resulting from misuse, negligence, improper handling, or unauthorized modifications of the medical device by Patient or any other party
- Damage resulting from accidents, acts of God, fire, water, or other external causes.
- Replacement of the medical device due to changes in the patient's medical condition or personal preferences.

4.3 Provider Restrictions

The medical device supplied under the framework of the Agreement are exclusively provided to and through the Manufacturer's contracted providers. Patient is not permitted to request the medical device for delivery to a provider that is not already contracted by Manufacturer.

Manufacturer stipulates that only an active, contracted provider may initiate the request for the replacement of any medical device under this Agreement. To maintain patient safety and ensure implantation only by properly trained surgeons, it is expressly stated and understood that the medical device is to be administered by Manufacturer's active, contracted providers only.

Manufacturer reserves the right to refuse the delivery of the medical device to any non-contracted provider or any other entity or individual.

5.0 Warranty Claim Process

5.1 Notification

To initiate a warranty claim, the Patient must notify the Manufacturer in writing within thirty (30) days of the need for a replacement, providing all relevant details. Requests must be emailed to warranty@himplant.com or mailed to:

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International Medical Devices, Inc
8500 Wilshire Blvd, Suite 705
Beverly Hills, CA 90211

The replacement medical device may only be shipped to a Himplant contracted physician approved by Manufacturer, not directly to the Patient or any other individual.

5.2 Proof of Purchase

The Patient must provide proof of the initial implantation of the medical device, including the date and location of the procedure. Failure to provide this verifiable information will result in a rejection of the warranty claim.

5.3 Replacement Procedure

Once the warranty claim is approved, the Patient shall follow the Manufacturer's instructions regarding the replacement procedure, including coordination with authorized healthcare providers and complying with any required examinations or assessments.

6.0 Limitation of Liability and Disclaimer

6.1 Maximum Liability

THE MANUFACTURER'S TOTAL LIABILITY UNDER THIS AGREEMENT RELATING TO ALL CLAIMS THAT PATIENT MAKES PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE REPLACEMENT COST OF THE MEDICAL DEVICE AS SPECIFIED IN SECTION 3.1.

6.2 Exclusion of Consequential Damages

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE MEDICAL DEVICE, REPLACEMENT, OR ANY RELATED PROCEDURES OR SERVICES.

6.3 Disclaimer

EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN SECTION 1, THE MEDICAL DEVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE EXTENT PERMITTED BY LAW, MANUFACTURER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MANUFACTURER OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF

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MANUFACTURER'S WARRANTY OBLIGATIONS EXPRESSLY SET FORTH HEREIN. ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW WILL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.

7.0 Governing Law and Dispute Resolution

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of California.

7.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, validity, performance, or breach, shall be resolved through binding arbitration. The arbitration shall be conducted by a neutral arbitrator selected by mutual agreement of the parties, or if no agreement can be reached, by the process set forth in the American Arbitration Association Rules. The arbitration shall be governed pursuant to California Code of Civil Procedure §§ 1280-1295 conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules and the arbitrator's decision shall be final and binding. The parties shall bear their own costs, fees and expenses, along with a pro rata share of the neutral arbitrator's fees and expenses. The arbitration proceedings shall be held in California in Los Angeles County.

7.3 Arbitration Award

The decision and award rendered by the arbitrator(s) shall be final and binding upon both parties. The arbitration award may be enforced by any court of competent jurisdiction.

7.4 Equitable Relief

Notwithstanding the arbitration requirement, either party may seek equitable relief from a court of competent jurisdiction to prevent the unauthorized use or disclosure of confidential information or to enforce intellectual property rights.

8.0 Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral agreements and understandings with respect to the subject matter hereof. If any provision of this Agreement is held invalid or unenforceable, such provision will be enforced to the maximum extent permitted by applicable law so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. No amendment to this Agreement or

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waiver of any right, condition or obligation herein will be effective unless made in a writing signed by both parties. The failure of either party to exercise any right granted herein or to require performance of any term or the waiver by either party of any breach will not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. For avoidance of doubt, no custom, practice or prior course of dealing of the parties at variance with the terms hereof will constitute a waiver of any right, condition or obligation. Nothing herein will constitute or create a joint venture, partnership or any other similar arrangement between the parties, and neither party will have the authority to assume, incur or create any liability or obligation on behalf, or in the name, of the other party. Patient may not assign or otherwise transfer any of its rights or obligations under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void. Any actions or rights that may be performed or exercised by Manufacturer under this Agreement may be performed or exercised by Manufacturer itself or one of its affiliates or subcontractors. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile or other electronic means will be sufficient to show execution and delivery thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

Manufacturer: International Medical Devices, Inc.

James J. Elist, M.D.



Patient Name: _____

Patient Signature: _____ **Date:** _____