THE MENTOR WARRANTY

for MENTOR[®] MemoryGel[®] Breast Implants and MemoryShape[®] Breast Implants

Implanted in the United States (including Puerto Rico) on or after **October 06, 2014**



YOUR **PEACE-OF-MIND** COMES FIRST

Partnering with the right surgeon and choosing the best implants are your core choices when it comes to breast surgery and what drives your overall experience. The best implants should come with a generous product warranty to ensure you are supported long after the surgery. Mentor stands firmly behind the integrity of our products with our lifetime replacement policy so you can have complete confidence when making MENTOR[®] MemoryGel[®] Breast Implants and MENTOR[®] MemoryShape[®] Breast Implants your choice.

Mentor is committed to your long-term well-being

Our relationship with you does not end with your surgery. We are here before your surgery to answer questions and provide perspective. And importantly, we are there after your surgery ---with a long-term commitment.

The **first company** to offer patients a limited warranty on all our breast implants

Clinically tested. FDA approved. The choice by millions of women for over 25 years. Our faith in our breast implants is based on results and this is why we can so confidently offer the **Mentor** and **Mentor Enhanced Warranties.**

COULD **NOW** BE THE TIME?

First and foremost: MENTOR[®] Breast Implants are **guaranteed for your lifetime**

All recipients of MENTOR[®] MemoryGel[®] Breast Implants and MENTOR[®] MemoryShape[®] Breast Implants are automatically enrolled in the **Mentor Product Replacement Policy**.¹

What this means to you is that should a confirmed rupture occur, you are eligible for up to two replacement breast implants of any size in the same style...at no charge.

81

¹Product Replacement Policy: In the event of unexpected rupture (loss of shell integrity), Mentor will provide replacement of a MENTOR® Product of any size in the same style as the originally implanted product free of charge for the lifetime of the patient. Upon the surgeon's request, a different implant style may be selected (subject to a charge of the difference between product list prices).

Please read the appropriate patient brochures: For MemoryGel® Implants: Important Information for Augmentation Patients about MENTOR® MemoryGel® Breast Implants. For MemoryShape® Implants: Patient Educational Brochure – Breast Augmentation with MENTOR® MemoryShape® Breast Implants and Quick Facts about Breast Augmentation & Reconstruction with MENTOR® MemoryShape® Breast Implants. These educational brochures provide you with information about the risks and benefits of silicone breast implants. It is very important that you take the time to read and fully understand the brochure, consult with your surgeon, and ask any questions you may have. For gel filled breast implants, you will also be asked to sign the Acknowledgement of Informed Decision Form in the brochure. You should then wait at least one to two weeks prior to deciding on surgery. After reading and signing the Informed Decision Form in your brochure, your surgeon will help you decide which implant is the right choice for you.

HERE'S WHERE TO BEGIN: BECOME INFORMED

SUMMARY OF WARRANTY OPTIONS

Enrollment in our Product Replacement Policy¹

Financial assistance for rupture³

An additional product replacement policy covering capsular contracture Baker Grade III & IV, double capsule, and late-forming seroma ²

> Financial assistance for capsular contracture Baker Grade III/IV ^{2, 3, 4}

Financial assistance for double capsule ^{2, 3, 4}

Financial assistance for late-forming seroma ^{2,3,4}

Contralateral (opposite side) implant replacement upon surgeon request

Enrollment Fee

The MENTOR ENHANCED WARRANTY offers more than any previous breast implant warranty. Check out the advantages:

- → Automatic enrollment in our Product Replacement Policy¹ for any MENTOR[®] MemoryGel[®] Breast Implants or MemoryShape[®] Breast Implants
- → For a \$200 enrollment fee, pays up to \$3,500³ financial assistance for operating room, anesthesia, and surgeon fees not covered by insurance for

²Applies only to primary⁵ implant surgeries, whether augmentation or reconstruction, conducted on or after October 6, 2014. If you had breast surgery prior to Oct 6, 2014, your warranty coverage is what was offered at the time of your original surgery.

³Operating room and anesthesia charges to be given payment priority. In order to qualify for financial assistance, you will need to sign a Release before Mentor will make payment to you or on your behalf.

⁴ Pays up to \$3,500³ financial assistance for operating room, anesthesia, and surgeon fees not covered by insurance for replacement surgery resulting from capsular contracture Baker Grade III & IV, double capsule, and late-forming seroma for up to 10

MENTOR WARRANTY	MENTOR ENHANCED WARRANTY
Automatic	Automatic
Up to \$3,500	Up to \$3,500
First 3 years	Up to 10 years
	Up to \$3, 500
	Up to \$3, 500
	Up to \$3, 500
FREE	FREE
FREE	Purchase for \$200 within 45 days from implantation

replacement surgery resulting from a Baker Grade III capsular contracture, Baker Grade IV capsular contracture, double capsule, or late-forming seroma for up to 10 years from the date of primary⁵ implant surgery **occuring on or after date of implant October 6, 2014**

- Free contralateral (opposite side) implant replacement upon surgeon request
- ⇒ For surgeries occuring on or after October 6, 2014

years from the date of primary⁵ implant surgery occurring on or after date of implant October 6, 2014. Your surgeon must diagnose these events and provide documentation to Mentor to support your date of implant, product implanted, and event experienced in order to qualify.

⁵ primary means the very first original implantation of the MENTOR® MemoryGel or MemoryShape® Implant. Prior implant(s), regardless of type, style, or manufacturer, preclude inclusion in the Mentor Enhanced Warranty for both replacement product and financial assistance. In the event of primary reconstruction with use of a tissue expander, the temporary tissue expander does not qualify as an implant.

HOW THE CLAIM PROCESS WORKS

To file a claim for product replacement and/or financial assistance, your surgeon must contact the Mentor Customer Quality Department at 1-866-250-5115 prior to replacement surgery.

Required paperwork:

For financial assistance claims, a patient-specific Release will be generated by Mentor that you must sign and return.

What your surgeon must send to **Mentor** and by when:

For either replacement or financial assistance claims, the surgeon must send the explanted (removed), decontaminated MENTOR[®] Breast Implant(s) within 60 days of the date of explantation to:

> Mentor Worldwide LLC Attn: Product Evaluation Department 3041 Skyway Circle North Irving, TX 75038

Upon receipt, review, and approval of the completed claim, including receipt of the explanted product and patient completion of a full general Release, financial assistance will be issued.

Get your questions answered at the consultation with your surgeon.

This brochure only provides a brief overview of the **Mentor Warranties** and is not intended to replace any discussion between you and your surgeon.

h

Please refer to **www.mentorwwllc.com** for full warranty coverage details.

A SPECIAL NOTE

Please be sure to maintain your own records to ensure validation of your enrollment, as it is possible your surgeon may not retain your records for the entire duration of the warranty. This is a summary of coverage. It is an overview only and not a complete statement of the program. You may obtain a copy of the complete Mentor Warranty and Enhanced Warranty for MemoryGel® Breast Implants and MemoryShape® Breast Implants by going to www.mentorwwllc.com.

Mentor reserves the right to cancel, change, or modify the terms of The Mentor Warranty and Enhanced Warranty coverages. Any such cancellation, change, or modification will not affect the currently stated terms of the Mentor Warranty and Enhanced Warranty coverages for those already enrolled.

Important Safety Information:

MENTOR® MemoryGel® Breast Implants, MENTOR® MemoryShape® Breast Implants, and MENTOR® Saline-filled Breast Implants are indicated for breast augmentation in women (at least 22 years old for MemoryGel® and MemoryShape® Implants, and 18 years old for Saline Implants) or for breast reconstruction. Breast implant surgery should not be performed in women with active infection anywhere in their body, with existing cancer or pre-cancer of their breast who have not received adequate treatment for those conditions, or who are currently pregnant or nursing.

Breast implants are not lifetime devices and breast implantation may not be a one-time surgery. The most common complications for breast augmentation and reconstruction with MemoryGel® Implants include any reoperation, capsular contracture, and implant removal with or without replacement. The most common complications with MENTOR® MemoryShape® Breast Implants for breast augmentation include reoperation for any reason, implant removal with or without replacement, and ptosis. The most common complications with MENTOR® MemoryShape® Breast Implants for breast reconstruction include reoperation for any reason, implant removal with or without replacement, and capsular contracture. A lower risk of complication is rupture. The health consequences of a ruptured silicone gel breast implant have not been fully established. MRI screenings are recommended three years after initial implant surgery and then every two years after to detect silent rupture.

The most common complications with MENTOR® Saline-filled Implants include reoperation, implant removal, capsular contracture, breast pain, and implant deflation.

For MemoryGel® Implants, patients should receive a copy of Important Information for Augmentation Patients about MENTOR® MemoryGel® Breast Implants or Important Information for Reconstruction Patients about MENTOR® MemoryGel® Breast Implants. For MemoryShape® Implants, patients should receive a copy of Patient Educational Brochure – Breast Augmentation with MENTOR® MemoryShape® Breast Implants or Patient Educational Brochure – Breast Reconstruction with MENTOR® MemoryShape® Breast Implants, and a copy of Quick Facts about Breast Augmentation & Reconstruction with MENTOR® MemoryShape® Breast Implants. For MENTOR® Saline-filled Implants, patients should receive a copy of Saline-Filled Breast Implants: Making an Informed Decision. Your patient needs to read and understand the information regarding the risks and benefits of breast implants, with an opportunity to consult with you prior to deciding on surgery.

The MENTOR® CONTOUR PROFILE® Tissue Expanders can be utilized for breast reconstruction after mastectomy, correction of an underdeveloped breast, scar revision and tissue defect procedures. The expander is intended for temporary subcutaneous or submuscular implantation and is not intended for use beyond six months. Do not use the CONTOUR PROFILE® Expander in patients where an MRI may be needed. The device could be moved by the MRI causing pain or displacement, potentially resulting in a revision surgery. The incidence of extrusion of the expander has been shown to increase when the expander has been placed in injured areas.

For detailed indications, contraindications, warnings, and precautions associated with the use of all MENTOR® implantable devices, which include MENTOR® Saline-filled Breast Implants, MemoryGel® Implants, MemoryShape® Implants, and CONTOUR PROFILE® Expanders, please refer to the Product Insert Data Sheet provided with each product or visit www.mentorwwllc.com.

MENTOR WARRANTY REGISTRATION

REGISTER ONLINE for peace of mind.

Even though you automatically qualify for the MENTOR WARRANTY, by completing the online registration form located at **www.mentorwwllc.com** we can better serve you in the future.

MENTOR ENHANCED WARRANTY ENROLLMENT

REGISTER AND PAY ONLINE

To enroll in the MENTOR ENHANCED WARRANTY, complete the online registration form located at **www.mentorwwllc.com** within 45 days of your surgery.

THIS IS A LIMITED WARRANTY ONLY AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND EXPLAINED IN GREATER DETAIL IN THE APPLICABLE MENTOR LIMITED WARRANTY. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED.

THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE. MENTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THESE PRODUCTS. MENTOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER OR ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THESE PRODUCTS.

THE TERMS IN EFFECT WHEN ORIGINAL IMPLANTATION OCCURS WILL APPLY AT THE TIME OF CLAIM.

201 Mentor Drive Santa Barbara, CA 93111 USA (805) 879-6000 www.mentorwwllc.com © Mentor Worldwide LLC 2014 022384-141013









TWO Warranty Options for your first breast implant surgery

For primary¹ surgeries occuring on or after October 6, 2014

MENTOR ENHANCED WARRANTY

MemoryShape[®] Breast Implants and for MemoryGel[®] Breast Implants

COVERS capsular contracture Baker Grade III & IV, double capsule, and late-forming seroma²

\$200 COST TO PATIENT COVERED FOR UP TO 10 years \$3500 FINANCIAL ASSISTANCE³

ENROLL AND PAY online at www.mentorwwllc.com within45 days of surgery.

Both warranties include:

MENTOR WARRANTY

MemoryShape[®] Breast Implants and for MemoryGel[®] Breast Implants

COVERS capsular contracture Baker Grade III & IV, double capsule, and late-forming seroma²

\$0 COST TO PATIENT COVERED FOR UP TO 3 years

\$0 FINANCIAL ASSISTANCE

ENROLLMENT IS FREE Register online for peace of mind.

COVERS RUPTURE

IMPLANTS are Covered for life

\$3500 FINANCIAL ASSISTANCE FOR RUPTURE²

My surgeon has given me a copy of The Mentor Enhanced Warranty and I understand that I have 45 days to enroll online at www.mentorwwllc.com.

Patient Signature (For surgeon office records only. Do not return to Mentor)

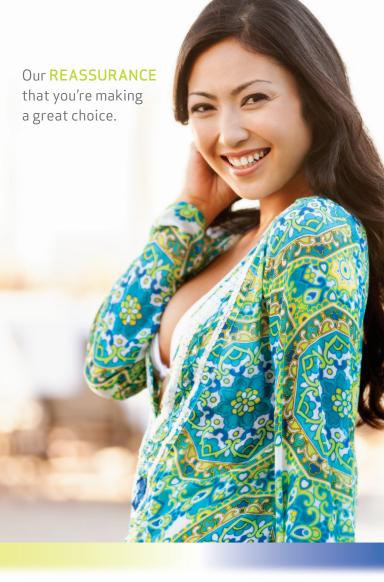
¹primary means the very first original implantation of the MENTOR[®] MemoryGel or MemoryShape[®] Implant. Prior implant(s), regardless of type, style, or manufacturer, preclude inclusion in the Mentor Enhanced Warranty for both replacement product and financial assistance. In the event of primary reconstruction with use of a tissue expander, the temporary tissue expander does not qualify as an implant.

²Operating room and anesthesia charges to be given payment priority. In order to qualify for financial assistance, you will need to sign a Release before Mentor will make payment to you or on your behalf

³ Pays up to \$3,500 financial assistance for operating room, anesthesia, and surgeon fees not covered by insurance for replacement surgery resulting from capsular contracture Baker Grade III & IV, double capsule, and late-forming seroma for up to 10 years from the date of primary implant surgery occurring on or after date of implant October 6, 2014. Your surgeon must diagnose these events and provide documentation to Mentor to support your date of implant, product implanted, and event experienced in order to qualify.

LIMITED WARRANTIES for SALINE FILLED Breast Implants

Standard Advantage & Enhanced Advantage Limited Warranties





NOTHING IS **MORE IMPORTANT** than your well-being before, during **and after** breast surgery

At Mentor, we pride ourselves in the development of medical products based on the finest science, research and manufacturing. And we stand behind those products with Limited Warranties that give patients the confidence that they, and their surgeons, have made the right choice.

MENTOR was the **FIRST COMPANY** to offer patients a limited warranty on all our breast implants.

The first step: **BECOME INFORMED**

Learn about saline filled breast implants and financial assistance* available through the Mentor Limited Warranties.

Please read this patient brochure: Saline Filled Breast Implant Surgery: Making an informed Decision. This educational brochure, also available in electronic format at www.Mentorwwlic.com, provides you with information about the risks and benefits of saline breast implants. It is very important that you take the time to read and fully understand the brochure, consult with your surgeon, and ask any questions you may have.

*Financial assistance does not imply a loan to the patient, and instead means eligible payments under the warranty programs described in this brochure.

WHY IS A **WARRANTY** SO IMPORTANT?

Our Saline Filled Breast Implant guarantee

With a strong belief in the long-term integrity of our products, it's easy for us to stand behind them. That's why all recipients of MENTOR® Saline Filled Breast Implants are automatically enrolled in the **Mentor Lifetime Product Replacement Policy** at no additional charge. In addition, once you receive MENTOR® Breast Implants, you are automatically enrolled in the **Mentor Standard Advantage Limited Warranty**.

What this means to you is that should a confirmed deflation occur, you are eligible for one to two replacement breast implants of any size in a similar style...at no charge.

SUMMARY OF WARRANTY OPTIONS

The Mentor Standard Advantage (\$1,200 toward out-of-pocket costs)

This warranty is **free of charge** to all patients who are implanted with MENTOR[®] Saline Filled Breast Implant products. Here is what's included:

- Automatic enrollment in our Lifetime Product Replacement Policy**
- Enrollment in this warranty is FREE and automatic; registration is encouraged
- → Coverage for 10 years, and up to \$1,200 financial assistance for operating room, anesthesia, and surgical charges not covered by insurance***
- → Free contralateral (opposite side) implant replacement upon surgeon request

^{**}Lifetime Product Replacement Policy: Mentor will provide replacement of a MENTOR® Product of any size in the same or similar style as the originally implanted product free of charge for the lifetime of the patient. Upon the surgeon's request, a different implant style may be selected (subject to a charge of the difference between product list prices).

^{***}Operating room and anesthesia charges to be given payment priority. In order to qualify for financial assistance, you will need to sign a Release Form.

AND NOW THERE'S AN EXTRA REASON TO SAY **'YES'** TO MORE BEAUTIFUL BREASTS.

The Optional Mentor Enhanced Advantage (\$2,400 toward out-of-pocket costs)

This **optional** warranty is available for saline filled breast implant products and, to be eligible, must be purchased for an enrollment **fee of \$100 within 45 days** from implantation.* The Enhanced Advantage replaces the Mentor Standard Advantage allowing for a total financial reimbursement of up to \$2,400. Here is what's included:

- Automatic enrollment in our Lifetime Product Replacement Policy**
- Coverage for 10 years, and up to \$2,400 financial assistance for operating room, anesthesia, and surgical charges not covered by insurance***
- Free contralateral (opposite side) implant replacement upon surgeon request

A SPECIAL NOTE

For both **Mentor Standard Advantage** and **Mentor Enhanced Advantage** Limited Warranties, please be sure to maintain your own records to ensure validation of your enrollment, as it is possible your surgeon may not retain your records for the entire duration of the warranty.

[†]One warranty payout per enrollment fee; enrollment in the program for replacement device will require additional \$100 enrollment fee.

^{**}Lifetime Product Replacement Policy: Mentor will provide replacement of a MENTOR® Product of any size in the same or similar style as the originally implanted product free of charge for the lifetime of the patient. Upon the surgeon's request, a different implant style may be selected (subject to a charge of the difference between product list prices).

^{***}Operating room and anesthesia charges to be given payment priority. In order to qualify for financial assistance, you will need to sign a Release Form.

YOU MAY **BE WONDERING...**

What **products are covered** under this special warranty?

The Mentor Standard Advantage and Enhanced Advantage (if purchased) coverages apply to all MENTOR[®] Saline Filled Breast Implants that have been implanted in the United States and Puerto Rico after May 1, 2005;** provided implants have been:

- Implanted in accordance with the Mentor package insert, current to the date of implantation, and other notifications or instructions published by Mentor
- Used by appropriately qualified, licensed surgeons, in accordance with accepted surgical procedures

What events are covered?

The Mentor Standard Advantage and Enhanced Advantage coverages apply to the following:

- Deflation due to crease fold failure, patient trauma, or unknown cause
- Loss of valve integrity

Other loss of shell integrity events also may be covered by this program. Mentor reserves the right to determine if specific, additional events are covered.

What events are not covered?

The Mentor Standard Advantage and Enhanced Advantage coverages do not apply to the following:

- > Adverse reactions other than deflation
- Removal of intact implants due to capsular contracture, wrinkling, or rippling
- Loss of implant shell integrity resulting from reoperative procedures, open capsulotomy, or closed compression capsulotomy procedures
- > Removal of intact implants for size alteration

FINANCIAL ASSISTANCE IS AVAILABLE, IF NEEDED. HERE'S HOW THE CLAIM PROCESS STARTS:

To file a Mentor Standard Advantage or Enhanced Advantage claim for product replacement and/or financial assistance, your surgeon must contact Mentor at 1-866-250-5115 prior to replacement surgery.

Required paperwork

For financial assistance claims, a patient-specific Release Form will be generated by Mentor that you must sign and return.

What your surgeon must send to **Mentor** and by when:

For either replacement or financial assistance claims, your surgeon must send the explanted (removed), decontaminated MENTOR[®] Breast Implant(s) within 60 days of the date of explantation to:

> Mentor Worldwide LLC Product Evaluation Department 3041 Skyway Circle North Irving, TX 75038

Upon receipt, review and approval of the completed claim, including receipt of the explanted product and patient completion of a full general release, financial assistance will be issued.

This is a summary of Mentor Standard Advantage and Enhanced Advantage coverages. It is an overview only and not a complete statement of the program. You may obtain a copy of the complete Mentor Standard Advantage and Enhanced Advantage Limited Warranties for saline filled breast implants from your surgeon or by going to www.mentorwwllc.com.

Mentor reserves the right to cancel, change, or modify the terms of the Mentor Standard Advantage or Enhanced Advantage coverages. Any such cancellation, change, or modification will not affect the currently stated terms of the Mentor Standard Advantage and Enhanced Advantage coverages for those already enrolled.

Refer to **www.mentorwwllc.com** for full warranty coverage details.

MENTOR ENHANCED ADVANTAGE WARRANTY ENROLLMENT

The Mentor Enhanced Advantage coverage provides extra coverage **for \$100. ENROLL ONLINE.**

Go to **www.Mentorwwllc.com** within 45 calendar days of your saline breast implant surgery.[§]

GET YOUR QUESTIONS ANSWERED AT THE CONSULTATION WITH YOUR SURGEON.

This brochure only provides a brief overview of the Mentor Standard Advantage and Enhanced Advantage Limited Warranties and is not intended to replace any discussion between you and your surgeon.

THIS IS A LIMITED WARRANTY ONLY AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND EXPLAINED IN GREATER DETAIL IN THE APPLICABLE MENTOR LIMITED WARRANTY. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED.

THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE. MENTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THESE PRODUCTS. MENTOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER OR ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THESE PRODUCTS.

THE TERMS IN EFFECT WHEN ORIGINAL IMPLANTATION WAS COMPLETED WILL APPLY AT THE TIME OF CLAIM.



[§]Valid in the United States and Puerto Rico

THE **MENTOR LIMITED** WARRANTY PROGRAMS ARE DESIGNED FOR YOUR PEACE-OF-MIND

CHECK OUT THE ADVANTAGES:

- Automatic enrollment in our Lifetime Product Replacement Policy** for any MENTOR[®] Saline Filled Breast Implant
- → 10 years of financial assistance from the date of implant up to \$1,200 in The Mentor Standard Advantage Program and up to \$2,400 in The Enhanced Advantage Program
- Free contralateral (opposite side) implant replacement upon surgeon request

MENTOR® Saline-filled Breast Implants are indicated for breast augmentation - in women who are at least 18 years old for Saline Implants - or for breast reconstruction. Breast implant surgery should not be performed in women:

- · With active infection anywhere in their body
- With existing cancer or pre-cancer of their breast who have not received adequate treatment for those conditions
- · Who are currently pregnant or nursing.

There are risks associated with breast implant surgery. You should be aware that breast implants are not lifetime devices and breast implantation is likely not a one-time surgery. Detailed information regarding the risks and benefits associated with MENTOR® Breast Implants is provided in a brochure, *Saline-Filled Breast Implants, Making an Informed Decision* available from your surgeon or on line at www.mentorwwllc.com. It is important that you read and understand these brochures when considering MENTOR® Breast Implants.

**Lifetime Product Replacement Policy: Mentor will provide replacement of a MENTOR® Product of any size in the same or similar style as the originally implanted product free of charge for the lifetime of the patient. Upon the surgeon's request, a different implant style may be selected (subject to a charge of the difference between product list prices).

201 Mentor Drive Santa Barbara, CA 93111 USA (805) 879-6000 www.mentorwwllc.com



© Mentor Worldwide LLC 2015 027056-141230