

## Medtronic Australasia Pty Ltd

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Australia  
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### Medtronic Rental Agreement: MiniMed 670G Rental Program

Dear Customer,

As discussed, Medtronic Australasia Pty Ltd 47 001 162 661 (**Medtronic**) is willing to offer you the following rental program options for the Medtronic MiniMed 670G insulin pump (**Rental Program**).

#### Eligibility Criteria

- Diagnosed with Type 1 diabetes;
- Has Private Health Insurance which includes cover for insulin pump therapy;
- Currently using an insulin pump with at least 12 months warranty remaining. In recognition of ANIMAS reservoirs only being available for supply until the end of August a minimum term of 2 months warranty remaining is required for people currently using an ANIMAS Vibe insulin pump); and
- Approved for National Diabetes Services Scheme (**NDSS**) funding for Guardian Link 3, or must purchase CGM Guardian Link 3.

#### What do you need to do to apply?

1. Complete the Rental Application Form including the signed approval from your Clinician and Diabetes Educator.
2. Attach a confirmation of your current membership with registered health insurer (showing that your policy covers insulin pumps).
3. Copy of letter from NDSS confirming approval of your CGM funding.
4. Please return your completed forms using one of the methods below:
  - a. Email us on [australia.diabetes@medtronic.com](mailto:australia.diabetes@medtronic.com) (this is preferred); or
  - b. Fax us on 02 9857 9237; or
  - c. Liaise with your Diabetes Educator to send these forms to Medtronic.

#### Rental Program Details

In the Rental Application Form you can apply for one of the following Rental Programs:

Rental Program	Cost (Including GST)
Rent a new MiniMed 670G insulin pump and receive one CGM Transmitter per 12 month period and one box of Sensors delivered per month	Monthly installments of \$399, minimum 12 months* (total rental cost \$4,788).  * The minimum term of 12 months may not apply if you are currently using an ANIMAS Vibe insulin pump

<p>Rent a new MiniMed 670G insulin pump for customers with NDSS approval for Guardian 3 transmitter and Sensors.</p>	<p>Monthly installments of \$149, minimum of 12 months* (total rental cost of \$1,788).</p> <p>* The minimum term of 12 months may not apply if you are currently using an ANIMAS Vibe insulin pump</p>
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The Rental Program is subject to the attached Rental Pump Terms and Conditions. Please read these before sending in your Rental Application Form, as by submitting your Rental Application Form to Medtronic you will be deemed to have read and accepted the Rental Pump Terms and Conditions.

The Rental Program is limited to one Rental Pump for the Term of the Agreement. For the avoidance of doubt, the Term of the Agreement aligns with the term of the warranty of your current insulin pump.

To ensure that the Rental Pump is delivered in a timely manner, we request you to submit your application at least two weeks prior to the date on which you require your Rental Pump.

### What to expect next?

Once Medtronic has received the Rental Application Form and health insurance information:

1. You will receive an email with instructions to access the MiniMed 670G Rental Program on Medtronic eShop.
2. Complete the MiniMed 670G Rental Program purchase on the eShop 7 days prior to your pump start to ensure delivery to your Health Care Professional in time for your start.
3. Please ensure you bring your pump consumables to your start date.

### NOTE:

The Rental Pump will be dispatched to the Hospital/Clinic you identify in the Rental Application Form. Please be aware, we are unable to send the Rental Pump to your home address – appropriate training must be undertaken by your Diabetes Educator.

Your Diabetes Educator will contact you and will discuss with you how to access insulin pump consumables through the NDSS, your consumable requirements and pump initiation date.

You are personally responsible for returning the rental pump to us at the end of your rental period. To organise this, call our Diabetes Support Services Team on 1800 777 808 (toll free from Australian landlines only).

Yours sincerely

**The Medtronic Diabetes Team**

# Rental Pump Terms and Conditions

## 1. Definitions

**Agreement** means this Agreement together with the Annexures identified in this Agreement.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Customer** means the individual described as the 'customer' in the Rental Application Form at Annexure 1 of this Agreement, or if under the age of 18 years, the individual described as the 'guardian' of the customer in the Rental Application Form at Annexure 1 of this Agreement. An eligible Customer must have 12 or more months of warranty left on their current insulin pump. A minimum of 2 months of warranty will apply only to customers currently using an Animas Vibe insulin pump.

**Expiry Date** means the date on which the warranty for the insulin pump that the Customer currently owns ends.

**GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Rental Pump** means the Medtronic MiniMed 670G insulin pump for the purpose of insulin pump therapy to be rented to the Customer under this Agreement. For the avoidance of doubt, the Customer is only entitled to one Rental Pump for the Term of the Agreement.

**Manner of Payment** means by direct authorisation from a valid credit card.

**Monthly Payment** means the monthly amount payable to the Supplier under this Rental Program.

**Product Warranty** means the document setting out the terms and conditions of the Supplier's warranty in respect of insulin pumps issued by the Supplier from time to time, a current copy of which is available on the Supplier's website at <https://www.medtronic-diabetes.com.au/customer-support/service-and-warranty> and is also available upon request.

**Rental Program** means the rental offer in respect of the Medtronic MiniMed 670G insulin pump made by the Supplier to the Customer under this Agreement.

**Supplier** means Medtronic Australasia Pty Limited ABN 47 001 162 661.

**Term** means the period commencing on the date that the Supplier approves a Customer's Rental Application Form for the Rental Program and ending on the Expiry Date.

## 2. Term

- 2.1 The Supplier is the owner of the Rental Pump provided to the Customer. The Customer requires the Rental Pump for insulin pump therapy for a limited period until the Expiry Date. The Supplier will inform the Customer when the Expiry Date is approaching.

## 3. Health Fund

- 3.1 Prior to supplying the Rental Pump, the Customer must provide the Supplier with a copy of the confirmation letter or policy document from the Customer's health fund noting that the Customer's health insurance membership has coverage of insulin pump therapy.

## 4. Rental Charge

- 4.1 The Customer agrees to make the Monthly Payment by the Manner of Payment for the duration of the Term. The Monthly Payments are inclusive of GST.
- 4.2 The parties acknowledge and agree that the Monthly Payment set out in this Agreement reflects the value being provided to the Customer in having the use of the Rental Pump. The Customer is required to return the Rental Pump within 30 days of the Expiry Date. The Customer does not have any right to purchase the Rental Pump.
- 4.3 In the event that the Customer defaults on the Monthly Payment due under this Agreement and does not return the Rental Pump

within 30 days of the date on which payment is due and/or within 30 days of the Expiry Date or the Rental Pump is otherwise lost, stolen, damaged (beyond reasonable wear and tear) or destroyed, the Supplier reserves the right to charge the Customer the full value of the pump (\$9,075 ex GST) less any payments made by the Customer under this Agreement.

- 4.4 In the event that any amount not paid is referred to a debt collector or legal counsel for collection, the Customer must reimburse Medtronic, on a full indemnity basis, for all legal costs and expenses incurred in pursuing payment of the overdue amount.

## 5. Expenses

- 5.1 The Customer shall bear all expenses for the use, operation, maintenance and safe keeping of the Rental Pump.

## 6. Undertaking

- 6.1 The Customer undertakes that during the Term it will: (a) be the only user of the Rental Pump; and (b) comply with the instructions and recommendations of the Supplier and the manufacturer in relation to the Rental Pump and its use.

## 7. Expiry

- 7.1 The Rental Pump will be made available until the Expiry Date. The Customer must return the Rental Pump to Supplier's Diabetes Support Services within 30 days of Expiry Date, unless alternative arrangements are agreed with the Supplier in writing.

## 8. Title

- 8.1 The Supplier retains full title to the Rental Pump. The Customer, while in possession of the Rental Pump, is regarded as a bailee.
- 8.2 The Customer must not mortgage, pledge, sell, charge, encumber, sub-let, part with possession of, grant any lien, license or other encumbrance over or otherwise dispose of or deal with or permit to exist any licence or other encumbrance over the Rental Pump or any part of it and the Customer must keep the Rental Pump free from any distress, execution or other legal process.
- 8.3 The care and maintenance of the Rental Pump is the Customer's responsibility. The Supplier recommends that the Customer contact its home and contents insurer to confirm the provision of insurance for the Rental Pump.

## 9. Warranty

- 9.1 The Supplier warrants the performance of the Rental Pump and any replacement Rental Pump in accordance with the terms of the Product Warranty.

## 10. Liability

- 10.1 To the extent permitted by law, the Supplier is not liable to the Customer in any manner relating to the Rental Pump including but not limited to its use, operation, maintenance and safekeeping or any claim or damage by any person in connection with the Rental Pump, its use, operation, maintenance or safekeeping. The Customer indemnifies the Supplier and its directors, officers, employees, agents and representatives against all claims, proceedings, costs (including legal costs on a solicitor/own client basis) expenses, loss or damage that the Supplier may sustain or incur as a result of or in connection with, whether directly or indirectly, the use of the Rental Pump by the Customer.

## 11. Dispute Resolution

- 11.1 The parties will attempt to resolve all disputes by negotiation. Any unresolved dispute will be mediated promptly by a qualified mediator.

## **12. Supplier's Product Helpline**

- 12.1 The Supplier's 24Hr Product Helpline (1800 777 808) is a toll free number (from Australian landlines only) that offers assistance for any Rental Pump technical issues that the Customer may encounter. In the event that the Supplier determines, in its absolute discretion, that the Rental Pump should be replaced, the Supplier will aim to send out a replacement Rental Pump to the Customer within 3 business days. Please note that the Supplier's local support team will advise the time frame depending on metro area or regional area delivery.
- 12.2 The Customer must report all Rental Pump related adverse events and/or equipment complaints to the Supplier as soon as they occur.

## **13. Choice of law and jurisdiction**

- 13.1 The validity, interpretation and construction of this Agreement shall be determined by the laws of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

## **14. General**

- 14.1 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected, provided that the basic intent of the Agreement has not been rendered incapable of achievement.
- 14.2 The waiver by the Supplier of any provision or breach by the Customer of any provision of this Agreement shall not be construed as a waiver of any other provision or breach of any other provision, subsequent breach of the same or any other provision of this Agreement. Any waiver must be agreed in writing by the Supplier.
- 14.3 Any notice given under this Agreement must be in writing and may be personally delivered, sent by pre-paid registered post, fax transmission or electronic mail to the address, fax number or email address set out in this Agreement or such address, fax number or email address as a party may subsequently notify to the other. Such notice shall be deemed to have been duly served upon and received by the addressee when:
- personally delivered, at the time of such delivery;
  - sent by pre-paid registered post, 2 business days after the same shall have been posted to the correct address; and
  - sent by fax transmission or electronic mail, on the date the fax transmission or electronic mail was sent, except that a fax transmission or electronic mail sent after 5:00pm or on

a day which is not a business day, will be deemed to be received on the next business day.

- 14.4 This Agreement cannot be assigned or transferred by the Customer without the prior express written consent of the Supplier. The Supplier may assign this Agreement in whole or in part, as long as there is no material change in the Customer's rights or obligations as a result.
- 14.5 Any variations to any terms in this Agreement must be made in writing and signed by all parties.
- 14.6 This Agreement may be executed in separate counterparts, and by electronic transmission of a scanned original, each of which will be deemed an original, and when executed separately or together, will constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument.
- 14.7 This Agreement constitutes the complete and entire agreement between the Customer and the Supplier and supersedes all prior negotiations, agreements and understandings (express or implied).

## **15. Privacy Statement**

The Customer's personal and health information including details of the Customer's diabetes and private health insurance (**Protected Information**) is collected and used by the Supplier and its affiliates to assist the Customer concerning its purchase and use of Medtronic diabetes products and services, for product-tracking purposes (as required by regulation) and to inform the Customer about special offers and other information relating to our products, services and technological developments. In some cases (for example, where a product order is placed) the Supplier collects the Customer's Protected Information from the Customer's treating healthcare professional rather than directly from the Customer, but will only do so if necessary for the purpose of administering a product or service to the Customer. The Customer's Protected Information may be held in the Supplier's secure international databases, which are maintained by the Supplier's affiliates and/or third party providers. However, the Supplier will not disclose the Customer's Protected Information to these parties unless their privacy practices comply with the Supplier's privacy policy as amended from time to time, a current copy of which is available on the Supplier's website at [www.medtronic.com.au](http://www.medtronic.com.au), and the data protection laws of Australia. For privacy queries; or to opt out of receiving information about offers, products, services and/or technological developments; or to access/update the Customer's Protected Information, please contact the Supplier on phone toll free (AUS 1800 668 670) or write to the Supplier at PO Box 945, North Ryde NSW 1670, Australia.

**Annexure 1**

**Confidential: MiniMed 670G RENTAL APPLICATION FORM**

Please select the Rental Program and complete Sections 1 and 2.

Types of Rental Program	Rental Payment (inc GST)	Please tick
Rent a new Minimed 670G insulin pump and receive one CGM Transmitter per 12 month period and one box of Sensors delivered per month (minimum 12 months at cost of \$4,788*).  * The minimum term of 12 months may be reduced only for customers currently using an ANIMAS Vibe insulin pump	Monthly installments of \$399.	
Rent a new MiniMed 670G insulin pump with NDSS approval for Guardian 3 transmitter and sensors (minimum 12 months at cost of \$1,788*).  * The minimum term of 12 months may not apply if you are currently using an ANIMAS Vibe insulin pump	Monthly installments of \$149.	
Please note that all prices are inclusive of GST.		

Section 1. Personal Details			
Name of Customer:			
Name of Guardian: (if applicable)			
Address:			
State:		Postcode:	
Telephone No:		Mobile No:	
Email:		Date of Birth:	
By signing below, I:  (a) acknowledge that I have read and accepted the Rental Pump Terms & Conditions; (b) consent to personal and health information being used in accordance with the Privacy Statement at the end of the Rental Pump Terms and Conditions; and (c) the Rental Program is limited to one Rental Pump for the Term of the Agreement.			
Name:	Signature:	Date:	
Customer of Guardian (if Under 18 years):			

Section 2. MiniMed 670G Rental Program	
Name of Private Health Insurer:	
Membership No:	
Warranty Start Date of Current Device:	

<b>Name of Hospital/Clinic initiating the Rental Pump training</b>			
<b>Address of Hospital/Clinic:</b>			
	<b>State:</b>		<b>Postcode:</b>
<b>Rental Pump Period</b> (Note – Rental period will be to the end of the Customer’s current warranty period):	<b>From:</b>	<b>To:</b>	
<b><i>*As the Clinician engaged in the management of this person’s Insulin Dependent Diabetes, I approve of a Medtronic MiniMed 670G Rental Pump and/or CGM being made available to the person identified above during the remainder of their warranty period.</i></b>			
<b>Signature of Clinician:</b>		<b>Date:</b>	
<b>Name of Clinician:</b>		<b>Telephone:</b>	
<b><i>*As the Diabetes Educator engaged in the management of this person’s Type 1 Diabetes, I will be undertaking the appropriate training with the Customer on the Rental Pump and/or CGM.</i></b>			
<b>Signature of Diabetes Educator:</b>		<b>Date:</b>	
<b>Name of Diabetes Educator:</b>		<b>Telephone:</b>	
<b>Email:</b>			