

# Introducing the No Red Breast Guarantee

As a committed partner to hospitals and healthcare providers, **DermACELL** products are provided with the following guarantee (the “No Red Breast Guarantee”):

In the event that Red Breast Syndrome (as defined herein) occurs in a patient within 40 days of the original procedure date, NOVADAQ will grant a credit for the tissue provided that:

- i) Proof of Red Breast Syndrome can be documented and;
- ii) no clinical indicators of an underlying infection were present\*

*\* Please see Red Breast Guarantee Requirements on the reverse side.*

**A recent study accepted by the Journal of *Plastic and Reconstructive Surgery* found that patients reconstructed with Dermacell ADM as compared to AlloDerm RTU have significantly lower rates of red breast syndrome. (0% vs 26%, p=0.0001).<sup>1</sup>**

1. Pittman TA, Fan KL, Knapp A, Frantz S, Spear SL. Comparison of Different Acellular Dermal Matrix (ADM) in Breast Reconstruction: The 50/50 Study. Journal of Plastic and Reconstructive Surgery (2017)



In the event a Dermacell Product purchased by a Customer is implanted in a patient during a breast reconstruction procedure and such patient develops Red Breast Syndrome (as defined below) within forty (40) days of the original procedure date, Novadaq shall credit the Customer an amount equal to the effective price paid for the Dermacell Product, provided that the Customer is able to provide documentation reasonably satisfying Novadaq that Red Breast Syndrome arose from erythema of the skin and is not the result of, or is otherwise connected to, an underlying infection. In order to satisfy the Company of the foregoing, the Customer may be required to provide the Company reasonably requested evidence demonstrating the following: (a) date of original procedure; (b) the onset of Red Breast Syndrome and the status of thereof approximately forty (40) days after the procedure (unidentifiable patient photographs required), (c) that no clinical indicators of an underlying infection were present in the patient, including (i) white blood cell count at onset of Red Breast Syndrome and on or around forty (40) days after the surgery, and (ii) the results of an erythema exam conducted by a licensed plastic surgeon, and (d) a clinical course of treatment was taken to mitigate and/or reduce a potential infection (collectively, the "No Red Breast Guarantee Requirements"). The No Red Breast Guarantee Requirements will be reviewed and analyzed by the Company's Chief Medical Officer who will make a final and binding determination as to whether the Customer's claim qualifies for the No Red Breast Guarantee.

Credits provided to the Customer in connection with the No Red Breast Guarantee must be used towards the purchase of another Dermacell Product and may not be assigned, traded, redeemed for cash, or transferred and do not provide any other benefits other than those described in these terms and conditions.

For the purposes of the No Red Breast Guarantee, "Red Breast Syndrome" shall mean non-infectious erythema occurring within forty (40) days of a breast reconstruction procedure and localized over the area where the Product was implanted.

The No Red Breast Guarantee is subject to additional terms and conditions. See enrollment form for more details. The No Red Breast Guarantee shall expire on December 31, 2017 and is otherwise subject to change or cancellation without notice.

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