

Epson America, Inc. Limited Warranty

Limited Warranty Program for the Epson® SureColor T-Series Multifunction Scanner

Terms and Conditions - Limited Warranty for Commercial Products

What Is Covered: Epson America, Inc. (“Epson”) warrants to the first end-user customer that the SureColor T-Series Multifunction Scanner covered by this limited warranty statement, if purchased and used in the United States, Canada or Puerto Rico, will conform to the manufacturer’s specifications and will be free from defects in workmanship and materials for a period of one year from the date of original purchase (proof of purchase required).

What Epson Will Do To Correct Problems: Should the device prove defective during the limited warranty period, please call the toll-free Epson Preferred support line: (888) 377-6611. This line will be answered during Epson’s regular support hours (currently 6:00 AM to 6:00 PM Pacific Time, Monday through Friday - subject to change). When you call, be sure you have your Unit ID number, which is included in the Epson Preferred Limited Warranty Plan that came with your printer. If you experience difficulty with the toll-free line or with your Unit ID number, call (562) 276-1305.

Please be prepared to provide the service technician with Proof of Purchase information including the unit serial number and original date of purchase. You may also need to provide proof of purchase if warranty coverage cannot be verified by the serial number. An Epson service technician will work with you to try to resolve the problem, and if your scanner needs repair, diagnose the issue and determine what parts may be required. If service is required, the On-Site Response service program will be utilized in almost all cases. The technician will provide additional instructions about the program at the time this service is being setup. In rare cases, at its sole discretion Epson may instead elect to exchange the unit. When service involves the exchange of a unit or its parts, the items replaced become the property of Epson. The new items assume the remaining warranty period of the original product. Parts may be new or remanufactured to Epson standards.

On-Site Response: If the scanner needs hardware repair and you are within Epson’s on-site service territory, an Epson Authorized Servicer will be contacted to make the repair at your facility. Epson will usually dispatch repair parts and a technician to your location for the next business day if determination that repair is required occurs prior to 1:00 PM Pacific Time. If that determination is made after 1:00 PM, dispatch will usually be for the second business day. An adult must be available to accept the parts delivery and be present at all times while a technician is on-site. Epson’s shipment of service parts does not imply that replacement is required.

Scanner Exchange: Epson may, at its sole discretion, elect to replace a scanner that for whatever reason appears to require technical services beyond the capability of field repair. Under these rare circumstances, Epson will replace the scanner with the same or a comparable scanner refurbished to the Epson standard of quality. (The replacement scanner will not include promotional materials, accessories, stands, documentation, manuals, software, or cables.) The customer must be able to receive, unpack, and install the replacement scanner, and prepare the defective scanner for return shipment by following the procedures described in the documentation provided by Epson. The repacked defective scanner will be picked up by a carrier designated by Epson. If the defective product is not prepared for return within seven business days of receipt of the replacement scanner, the customer will be invoiced at the then current manufacturer’s suggested retail price for the replacement scanner. It is your responsibility to unpack, re-install optional components, and set up the exchange scanner at your location.

What This Warranty Does Not Cover

This warranty does not cover:

1. Any damage caused by third-party software, applications, parts, components or peripheral devices added to the product after its shipment from Epson, (for example, dealer or user-added boards, components, or cables).

2. Any damage caused by misuse, abuse, improper installation, neglect, failure to maintain, improper packing or shipping, disasters such as fire, flood, lightning, improper electrical currents, software problems, or interaction with non-Epson products.
3. Any damage from service performed by other than an Epson Authorized Servicer.
4. Service when the scanner is used outside the U.S., Canada or Puerto Rico.
5. Service where the scanner label, logo, rating label, or serial number has been removed.
6. Any damage to used, refurbished, or reconditioned products.
7. Any color change or fading of prints, or reimbursement of materials or services required for reprinting.
8. Any damage caused by using improper packaging materials or improper packaging and shipping.

This warranty is not transferable. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

DISCLAIMER OF WARRANTIES: THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATION MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

Remedies: Your exclusive remedy and Epson's entire liability for a material breach of this Agreement will be limited to a refund of the price paid for the Epson product covered by this Agreement. Any action for breach of warranty must be brought within 15 months of the date of original purchase. Epson is not liable for performance delays or for nonperformance due to causes beyond its reasonable control. Except as provided in this written warranty, neither Epson nor its affiliates shall be liable for any loss, inconvenience, or damage, including direct, special, incidental or consequential damages, including lost profits, cost of substitute equipment, downtime, claims of third parties, including customers, or injury to property, resulting from the use or inability to use the Epson products, whether resulting from a breach of warranty or any other legal theory. Some jurisdictions do not allow limits on warranties or remedies for breach in certain transactions. In such jurisdictions, the limits in this paragraph and the preceding paragraph may not apply.

In Canada, warranties include both warranties and conditions.

Arbitration, Governing Laws: Any disputes arising out of this Agreement will be settled by arbitration to be conducted before a single arbitrator in Los Angeles, California, in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the laws of the State of California, except this arbitration clause which shall be construed in accordance with the Federal Arbitration Act.