



Limited Warranty Program for the  
Epson® SureColor® T3170/T5170 Series Printers

Toll-Free Phone Number

Priority Technical Support

Security and Peace of Mind

Exchange/On-Site Repair

## Welcome and Congratulations

Congratulations on your purchase of the Epson® SureColor® T3170/T5170 Series printer. Your printer is designed to provide consistent high-quality output in the technical printing environment. To ensure your complete satisfaction with its performance, Epson is pleased to include the Epson Preferred<sup>SM</sup> Limited Warranty described in this document.

This limited warranty includes priority toll-free technical phone support and other services as noted under “Terms and Conditions—Limited Warranty for Commercial Products.” Should you have a question or experience a problem with your printer, simply call the exclusive Epson Preferred toll-free number and select the technical support option as described in this booklet. Please have your serial number available for the technical support specialist. Since it’s an exclusive number, your call will be answered promptly.

Once again, congratulations and welcome to the Epson Preferred Family.

## For Epson Preferred Technical Support

Follow these easy steps to obtain technical support.

**Step 1:** Have your serial number available: \_\_\_\_\_

**Step 2:** Call toll-free (888) 377-6611 or call (562) 276-1305 (U.S. and Canada).

**Step 3:** Follow the voice prompt instructions.

**Step 4:** Be prepared to work with the Technical Support Specialist to diagnose the problem.

Operating hours: Currently Monday through Friday, 6 AM to 6 PM, Pacific Time (subject to change)

# Terms and Conditions

## Limited Warranty for Commercial Products

- 1. What Is Covered:** Epson America, Inc. (“Epson”) warrants to the first end-user customer that the Epson SureColor T3170/T5170 Series printer 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 (1) year from the date of original purchase (proof of purchase required), or ten thousand (10,000) A1-size sheets for the 24-inch SureColor T3170 printer or ten thousand (10,000) A0-size sheets for the 36-inch SureColor T5170 printer, whichever occurs first (“Warranty Period”). This warranty is not transferable. Epson also warrants that the consumable ink enclosed with the engine will perform to the manufacturer’s specified usage, which usage may expire before the expiration of the limited warranty for the printer.
- 2. What Epson Will Do To Correct Problems:** Should your Epson SureColor T3170/T5170 Series printer prove defective during the Warranty Period, please call the toll-free Epson Preferred support line identified in this booklet. 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, 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 printer 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. The technician will provide additional instructions about the program at the time this service is being set up. At its sole discretion, Epson may instead elect to exchange the unit. For highlights of the programs, please see “On-Site Response” and “Printer Exchange.” 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.
- 3. On-Site Response:** If Epson determines that a warranted hardware defect requires 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 Pacific Time, 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.
- 4. Printer Exchange:** Epson may, at its sole discretion, elect to replace a printer that for whatever reason appears to require technical services beyond the capability of field repair. Under these rare circumstances, Epson will replace the printer with the same or a comparable printer refurbished to the Epson standard of quality. (The replacement printer will not include promotional materials, accessories,

stands, documentation, manuals, software, or cables.) The customer must be able to receive, unpack, and install the replacement printer, and prepare the defective printer for return shipment by following the procedures described in the user manual or documentation provided by Epson.

The repacked defective printer will be picked up by a carrier designated by Epson. If the defective product is not returned within seven (7) business days of receipt of the replacement printer, the customer will be invoiced at the price of the replacement printer. If the unit is returned damaged because you have not properly packed or shipped it, you will be billed for the damage. It is your responsibility to unpack, re-install optional components, and set up the exchange printer at your location. Epson does not cover damage caused by improper installation.

## **5. What This Warranty Does Not Cover:**

### **A. Standard Exclusions:**

- 1) 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.
- 2) Any damage caused by use of non-Epson inks, ink cartridges or ink delivery systems in the printer.
- 3) Any damage caused by using non-Epson media (except for media expressly recommended by Epson).
- 4) Any damage, maintenance, or service arising from excessive or continuous use.
- 5) Any damage caused by, or any service for, third-party software, applications, parts, components or peripheral devices added to the product after its shipment from Epson, such as dealer or user-added boards, components, or cables.
- 6) Any damage caused by installing the printer next to a heat source or directly in the path of an air vent or air conditioner.
- 7) Service when the printer is used outside the U.S., Canada, or Puerto Rico.
- 8) Service where the printer label, logo, rating label, or serial number has been removed.
- 9) Any damage from service performed by other than an Epson Authorized Servicer.
- 10) Any service or replacement of consumable items or maintenance consumables, such as ink cartridges, ink supply units, ink packs, pick-up rollers, ADF rollers, etc.
- 11) Any cosmetic damage or wear to product casings or covers.
- 12) Any color change or fading of printed media, garments, or reimbursement of materials or services required for reprinting.
- 13) Any product or parts purchased as used, refurbished, or reconditioned.

- 14) Any damage caused by using improper packaging materials or improper packaging and shipping when returning a product for repair or replacement. You will be invoiced for such shipping damages to product.

#### **B. Product Specific Exclusions:**

- 1) There is no warranty coverage once the printer has reached one (1) year from the date of original purchase or ten thousand (10,000) A1-size sheets for the 24-inch SureColor T3170 printer or ten thousand (10,000) A0-size sheets for the 36-inch SureColor T5170 printer, whichever occurs first.
- 2) Any damage caused by improper use, neglect or improper performance of user-level maintenance as documented in the *User's Guide*. See the Maintenance section of your *User's Guide* for in-depth maintenance instructions.

**Note:** If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

**6. DISCLAIMER OF OTHER 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. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATION MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

**7. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY:** Epson's sole and exclusive liability and your exclusive remedy for breach of warranty shall be limited to either, at Epson's option, repair or replacement as set forth above. If the above remedy fails for any reason, Epson's entire liability shall be limited to the price paid for the Epson product. 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. In such jurisdictions, the limits in this paragraph and the preceding paragraph may not apply.

#### **8. Disputes, Arbitration, Governing Laws:**

- A. Any controversy or claim arising out of or relating to Epson products or services or this agreement, shall be resolved by arbitration, rather than in court, in Los Angeles County. If you or Epson commences arbitration, the arbitration shall be governed by the rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class or representative

basis, available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this agreement. Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this agreement.

- B. **Pre-Arbitration Steps and Notice.** Before submitting a claim for arbitration, you agree to try, for sixty (60) days, to resolve any dispute informally by contacting us at [customer.inquires@ea.epson.com](mailto:customer.inquires@ea.epson.com). Please include your name, address and contact information, the facts giving rise to the dispute, and the relief requested. You agree to act in good faith to resolve the dispute, but if you and Epson do not reach a resolution within the sixty (60) days, you may commence an arbitration.
- C. **Opt-out.** You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class and representative proceedings specified in this agreement by sending a written letter to Epson America, Inc., ATTN: Legal Department, 3840 Kilroy Airport Way, Long Beach, CA 90806, within thirty (30) days of your purchase of the Epson products and/or services that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section 8. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to litigation.
- D. Judgment on the award may be entered in any court having jurisdiction. There is no judge or jury in arbitration and your grounds for appeal are limited, however, the arbitrator is empowered to grant relief and award you the same damages as a court could, including declaratory or injunctive relief.
- E. Notwithstanding the foregoing, you may bring an individual action in a small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.
- F. Any action must be brought within three (3) months of the expiration of the warranty.
- G. If any provision in this Section 8 is found to be unenforceable, that provision shall be severed with the remainder of this agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions. This means that if Section H (below) is found to be unenforceable, the entire Section 8 (but only Section 8) shall be null and void.
- H. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.**
- I. Except for this section, which is governed by the Federal Arbitration Act, in the event of a dispute in which the provisions in this arbitration section are inapplicable, severed from the remainder of this agreement, or you opt-out, you and Epson both consent to the jurisdiction of your state of residence.

## 9. Other Provisions:

- A. **Other Rights You May Have:** This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on how long an implied warranty lasts, or allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- B. **Warranties in Canada:** In Canada, warranties include both warranties and conditions.
- C. **Governing Law:** This warranty shall be governed by the internal laws of the State of California, except for Section 8, which is governed by the Federal Arbitration Act. In the event of a dispute in which the provisions of Section 8 are inapplicable, or severed from the remainder of this agreement, or you opt out pursuant to Section 8C, you and Epson both consent to the governing law and jurisdiction of your state of residence.

## Purchasing Extended Service: the Epson Preferred Plus Plan

The Epson Preferred Limited Warranty Plan offers premium warranty service during your warranty coverage period (the first to occur of 1 year, or ten thousand (10,000) A1-size sheets for the 24-inch SureColor T3170 printer or ten thousand (10,000) A0-size sheets for the 36-inch SureColor T5170 printer, whichever occurs first). We'd like to inform you of the opportunity to continue enjoying Epson service after the end of this warranty through our Preferred Plus Plan—Epson's extended service contract for the Epson SureColor T3170/T5170 Series printer. The Preferred Plus Plan provides continued access to our toll-free priority technical support line, and on-site hardware service for your Epson printer. Epson's extended service contracts do not extend the ten thousand (10,000) sheet limitation; see current terms at time of purchase. The Preferred Plus Plan must be purchased before expiration of your original warranty coverage.

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