



Limited Commercial Warranty Program for the
Epson® SureColor® R5070 Series Printers

Toll-Free Phone Number

Priority Technical Support

Security and Peace of Mind

On-Site Repair/Exchange

Welcome and Congratulations

Congratulations on your purchase of the Epson® SureColor® R5070 Series Printer. Your printer is designed to provide consistent high-quality output in the sign printing environment. To ensure your complete satisfaction with its performance, Epson is pleased to include the Epson Limited Warranty described in this document.

Your printer is designed to use UltraChrome® RS ink and delivery systems. Any damage caused by the use of other inks or ink delivery systems, will not be covered under this warranty.

Any damage due to installation by anyone other than an Epson-authorized installer is not covered by this warranty.

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 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.

Important Notice: This Limited Warranty contains important legal terms and conditions, including an arbitration provision. Please review carefully.

Once again, congratulations and welcome to the Epson Family.

For Epson 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 without notice)

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 R5070 Series Printer ("Printer" or "Product") 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 either a period of one (1) year from the date of original purchase, or 12,050,000 carriage passes, whichever occurs first ("Warranty Period"). The warranty for the print head is 90 days. This warranty is not transferable. Epson also warrants that the consumable ink included with the Printer will perform to the manufacturer's specified usage. The warranty for the ink shipped with the Printer may expire before the expiration of the limited warranty for the Printer.
- 2. What Epson Will Do To Correct Problems:** Should your Epson SureColor R5070 Series Printer prove defective during the Warranty Period, please call the toll-free Epson 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. If service is required, the on-site service program may 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 perform exchange service. For more details, 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. Replacement items assume the remaining Warranty Period of the original Product. Parts and Printers exchanged may be new or remanufactured to Epson standards.
- 3. On-Site Response:** If Epson determines that a warranted hardware defect requires repair, Epson may elect to use on-site service. If this is the case, and if Epson determines that 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 guarantee 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 repair due to a warranted hardware defect. 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.) You 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's Guide* 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, you will be invoiced at the price of the replacement Printer. If the Product 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, reinstall 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, or neglect; disasters such as fire, flood, or lightning; or improper electrical currents, software, or interaction with non-Epson products.
- 2) Any damage caused by using inks or ink delivery systems other than the Epson UltraChrome RS ink system for which the Printer was designed.
- 3) Any damage caused by using unsuitable media or garments (see your online *User's Guide* for details).
- 4) 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.
- 5) Any damage caused by installing the Printer next to a heat source or directly in the path of an air vent or air conditioner.
- 6) Service when the Printer is used outside the U.S., Canada, or Puerto Rico.
- 7) Service if the Printer label, logo, rating label, or serial number has been removed.
- 8) Any damage from service performed by anyone other than an Epson-authorized servicer.
- 9) Any service or replacement of consumable items or maintenance consumables, such as ink cartridges, ink supply units, ink packs, or pick-up rollers.
- 10) Any cosmetic damage or wear to Product casings or covers.
- 11) Any color change or fading of printed media or garments, or reimbursement of materials or services required for reprinting.
- 12) Any Product or parts purchased as used, refurbished, or reconditioned.
- 13) Service required to return the Printer to operation if it has been turned off for an extended period and pre-storage maintenance was not performed (see your online *User's Guide* for details).
- 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 the Product.

B. Product-Specific Exclusions:

- 1) 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.
- 2) **The print head is warranted for 90 days from the date of purchase.**

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

6. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS:

- A. Disputes.** The terms of this Section 6 shall apply to all Disputes between you and Epson. The term "Dispute" is meant to have the broadest meaning permissible under law or in equity and includes any dispute, claim, controversy, or action between you and Epson arising out of or relating to this Agreement (including its formation, performance, or breach), the Software, Epson Hardware, the parties' relationship with each other, and/or any other transaction involving you and Epson, whether in contract, or with respect to warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. However, a "Dispute" does not include a claim or cause of action for (a) trademark infringement or dilution, (b) patent infringement, (c) copyright infringement or misuse, or (d) trade secret misappropriation (an "IP Claim"). You and Epson also agree, notwithstanding Section 6, that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim.
- B. Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Section 6, you and Epson agree to try, for sixty (60) days, to resolve any Dispute informally. If Epson and you do not reach an agreement to resolve the Dispute within the sixty (60) days, you or Epson may commence an arbitration in accordance with Section 6(F). Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Ave., Los Alamitos, CA 90720. Any notice of the Dispute shall include the sender's name, address, and contact information, the facts giving rise to the Dispute, and the relief requested. Any notice sent to you will be sent to the most recent address Epson has in its records for you. For this reason, it is important to notify us if your address changes by emailing us at EALegal@ea.epson.com or writing us at the address above. You and Epson agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section 6(B).
- C. Binding Arbitration.** If we do not reach an agreed upon solution within a period of sixty (60) days from the time informal dispute resolution is pursued pursuant to Section 6(B) above, then either party may initiate binding arbitration. You and Epson agree that all Disputes shall be resolved by binding arbitration according to this Agreement. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR RIGHT TO DISCOVERY AND GROUNDS FOR APPEAL ARE MORE LIMITED THAN IN COURT.** Pursuant to this Agreement, binding arbitration shall be administered by JAMS, a nationally recognized arbitration provider, pursuant to the JAMS Streamlined Arbitration Rules and Procedures or its applicable code

of procedures then in effect for consumer related disputes, but excluding any rules that permit class arbitration (for more detail on procedure, see Section 6(F) below). You and Epson understand and agree that (a) the Federal Arbitration Act (9 U.S.C. §§ 1 *et seq.*) governs the interpretation and enforcement of this Section 6, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section 6 shall survive termination of this Agreement.

- D. Exception-Small Claims Court.** Notwithstanding the parties' agreement to resolve disputes through arbitration, you or we may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.
- E. WAIVER OF CLASS ACTION AND CLASS ARBITRATION. YOU AND EPSON AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR CLASS ARBITRATION. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth herein shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.**
- F. Arbitration Procedure.** If you or Epson commences arbitration, the arbitration shall be governed by the JAMS Streamlined Arbitration Rules and Procedures or the applicable rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this Agreement. All Disputes shall be resolved by a single neutral arbitrator, which shall be selected in accordance with the JAMS Streamlined Arbitration Rules and Procedures, 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. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for an IP Claim, which is excluded from the definition of "Disputes" in Section 6(A) above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. In some instances, the costs of arbitration can exceed the costs of litigation, and the right to discovery may be more limited in arbitration than in court. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone or, if you and we both agree, to conduct it online, in lieu of appearing live. Arbitration hearings not conducted by telephone or online shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.

- 1) **Initiation of Arbitration Proceeding.** If either you or Epson decides to arbitrate a Dispute, both parties agree to the following procedure:
 - a) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").
 - b) Send three (3) copies of the Demand for Arbitration, plus the appropriate filing fee, to: JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92868, U.S.A.
 - c) Send one (1) copy of the Demand for Arbitration to the other party (at the same address as the notice of a dispute, above in Section 6(B)), or as otherwise agreed by the parties.
- 2) **Hearing Format.** During the arbitration, the amount of any settlement offer made shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Epson is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

G. 30 Day Opt-out Right. You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class proceedings set forth in Section 6 of this Agreement by sending a written letter to the Epson address listed above in Section 6(B) within thirty (30) days of your assent to this Agreement 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 proceedings specified in this Section 6. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement shall continue to apply, including the requirement to provide notice prior to litigation. If you opt-out of these arbitration provisions, Epson will also not be bound by them.

H. Amendments to Section 6. Notwithstanding any provision in this Agreement to the contrary, you and Epson agree that if Epson makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Epson's address) in this Agreement, Epson will obtain your affirmative assent to the applicable amendment. If you do not affirmatively assent to the applicable amendment, you are agreeing that you will arbitrate any Dispute between the parties in accordance with the language of this Section 6 (or resolve disputes as provided for in Section 6(G), if you timely elected to opt-out when you first assented to this Agreement).

I. Severability. If any provision in this Section 6 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 actions as provided in Section 6(E). This means that if Section 6(E) is found to be unenforceable, the entire Section 6 (but only Section 6) shall be null and void.

7. 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. 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. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY: IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY LOST PROFITS, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, CLAIMS OF THIRD PARTIES, OR INJURY TO PROPERTY, RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE ORIGINAL RETAIL PURCHASE PRICE OF THE PRODUCT. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Other Provisions:

- A. Other Rights You May Have:** This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- B. Governing Law:** Except for claims subject to arbitration pursuant to Section 6, you and Epson agree that the law of the state or country where you reside shall govern.
- C. Jurisdiction:** Except for claims subject to arbitration pursuant to Section 6, in the event of a dispute you and Epson both consent to the jurisdiction of the courts in your state of residence or, if you do not reside in a state, then of the courts in Orange County, California.
- 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.

Purchasing Extended Service: the Epson Preferred Plus Plan

The Epson Limited Commercial Warranty offers warranty service during your warranty coverage period of one (1) year from the date of original purchase, or 12,050,000 carriage passes, whichever occurs first. (The print head is covered for 90 days.) 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. Ask your dealer for details or call Epson at (888) 377-6611. The Preferred Plus Plan must be purchased before expiration of your original warranty coverage.