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# Epson America, Inc. Limited Warranty

**A. What Is Covered:** Epson America, Inc. (“Epson”) warrants to the original retail purchaser that the Epson® product covered by this limited warranty statement, if purchased and operated only in the United States, Canada, or Puerto Rico, will be free from defects in workmanship and materials for one (1) year from the date of original purchase. For warranty service, you may be required to provide proof of the date of original purchase.

**B. What Epson Will Do To Correct Problems:** If your Epson product requires service during the limited warranty period, please call Epson at (562) 276-4382 (United States and Puerto Rico), or (905) 709-3839 (Canada) between the hours of 7 a.m. to 4 p.m., Pacific Time, Monday through Friday (hours subject to change without notice), for warranty repair instructions and return authorization. An Epson technician will provide telephone diagnostics to determine whether the product requires service. If warranty service is required, Epson will, at its option, exchange or repair the product without charge for parts or labor.

If Epson authorizes an exchange for the defective unit, Epson will ship a replacement product to you, freight prepaid, as long as you use an address in the United States, Canada, or Puerto Rico. Epson will replace the product with the same or a comparable product refurbished to the Epson standard of quality. (The replacement product may not include promotional materials, accessories, documentation, manuals, software, or cables.) You are responsible for securely packing the defective unit and returning it to Epson within seven (7) working days of receipt of the replacement. Epson requires a debit or credit card number to secure the cost of the replacement product in case you fail to return the defective one.

If Epson authorizes repair instead of exchange, Epson will direct you to send your product to Epson or its authorized service center, where the product will be repaired and sent back to you. You are responsible for packing the product securely in its original container or equivalent packaging, and for all costs to and from the Epson authorized service center. When warranty service involves the exchange of the product or a part, the item replaced becomes Epson property. If service cannot be provided on the product for any reason and Epson no longer sells the same model, Epson will replace your product with a model of equal or superior value. Replacement products and parts, which may be new or remanufactured to Epson standards, assume the remaining warranty period of your original product covered by this limited warranty.

**C. What This Limited Warranty Does Not Cover**

1. Use outside the United States, Canada, or Puerto Rico.
2. Any damage caused by or any service for third-party software, applications, parts, components, or peripheral devices added to the Epson product after its shipment from Epson such as dealer- or user-added boards, components, or cables.
3. Damage to photos or other materials scanned.

4. Any consumables, supplies, accessories, or other expendable items, such as rollers or pads, or items identified as being replaceable by the user in the product documentation. Consumables are items that wear out under normal use and must be replaced as needed (see your *User's Guide* for details).
5. Warranty service if the Epson label or logo or the rating label or serial number is removed.
6. Any damage caused by improper use, neglect, or improper performance of user-level maintenance as documented in the *User's Guide*.
7. Any damage caused by excessive use such as continuous or commercial use.
8. Any cosmetic damage caused by handling or normal wear and tear during usage.
9. Damage caused by using improper packaging materials or improper packing and shipping when returning a product for repair or replacement. You will be invoiced for such shipping damage to the product.
10. Damage caused by service performed by anyone other than an Epson-authorized servicer.
11. Any damage caused by misuse, abuse, improper installation, or neglect; improper packaging or shipping; disasters such as fire, flood, or lightning; or improper electrical currents, software, or interaction with non-Epson products.
12. Any product or parts purchased as used, refurbished, or reconditioned.

**Note:** If a claimed defect cannot be identified or reproduced, you will be held responsible for the costs incurred. This warranty is not transferable.

#### **D. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS**

**1. Disputes:** The terms of this Section D 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**"). A "Dispute" also does not include a request for public injunctive relief. You and Epson agree, consistent with Section D(6a), that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim, as well as whether a claim seeks public injunctive relief.

**2. Initial Dispute Resolution:** Before submitting a claim for arbitration in accordance with this Section D(2), 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 D(6). Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Ave., Los Alamitos, CA 90720, USA. 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 [EALLegal@ea.epson.com](mailto:EALLegal@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 D. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and Epson agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration.

Consistent with Section D(6a), you and Epson agree that any disagreements regarding compliance with this Section D(2) shall be decided by a court, not an arbitrator; pending resolution of any such disagreements by a court, which may include requests to compel compliance with this Section D(2), you and Epson agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section D(2) is complete. You and Epson acknowledge that either party's failure to comply with the provisions of this Section D(2) would irreparably harm the other, and you and Epson agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in this Section D(2) is complete.

**3. 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 D(2) above, then either party may initiate binding arbitration. Except as stated below in Section D(4), 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, and except as stated below in Section D(6h), 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 the procedure to initiate arbitration and what your demand for arbitration should include, see Sections D(6g) and D(6h) 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 D, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section D shall survive termination of this Agreement.

**4. Exception—Small Claims Court:** Notwithstanding the parties' agreement to resolve disputes through arbitration, you or Epson 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.

**5. 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 ABOVE IN SECTION D(3) SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.**

**6. Arbitration Procedure:**

a. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, except for requests for public injunctive relief, if any, which shall be decided by a court, not an arbitrator. If either party seeks public injunctive relief, that request for relief shall be severed from any arbitration proceeding and stayed pending a final determination of the arbitration. Nothing in Section D of this Agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and you and Epson agree to cooperate to effect the stay of any requests for public injunctive relief.

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, and consistent with Sections D(1), D(2), D(6a) and D(6h) of this Agreement, a court may determine: (i) 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 D(1) above; (ii) disagreements regarding compliance with the initial dispute resolution provisions in Section D(2) above; (iii) disagreements regarding claims for public injunctive relief as set forth in this Section D(6a); and/or (iv) disagreements regarding the provisions for "Mass Arbitration" in Section D(6h) below.

**b. Costs of Arbitration and Legal Fees:** In some instances, the costs of arbitration can exceed the costs of litigation. Each party will have the right to use legal counsel in connection with arbitration at its own expense. If, however, the arbitrator determines that a claim or defense asserted by you or Epson is patently frivolous or in bad faith, the arbitrator may award the reasonable legal fees and costs incurred by the other party defending against the claim or defense. By way of illustration only, and without limitation, a patently frivolous claim may be found where it is based on a product never purchased by a claimant.

**c. Discovery:** The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration. The right to discovery may be more limited in arbitration than in court.

**d. Awards:** The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction.

**e. Hearing Format and Location:** You may choose to engage in arbitration hearings by telephone or, if you and Epson 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.

**f. Settlement Offers:** 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.

**g. Initiation of Arbitration Proceeding Before JAMS:** Except as stated in Section D(6h) below, 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. If either you or Epson decides to arbitrate a Dispute before JAMS, both parties agree to the following procedure:

- i. Write a Demand for Arbitration: The demand must include a description of the Dispute and the amount of damages sought to be recovered. The demand also must identify the product purchased, identify the date and place of purchase and, if possible, provide proof of purchase. You can find a copy of a demand for arbitration at <http://www.jamsadr.com>.
- ii. Send three (3) copies of the demand for arbitration, plus the appropriate filing fee, to: JAMS, 5 Park Plaza, Suite 400, Irvine, CA 92614, USA.
- iii. 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 D(2)), or as otherwise agreed by the parties.

**h. Initiation of Mass Arbitration Before FedArb:** Notwithstanding Sections D(3) and D(6g), if twenty (20) or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and Epson agree that this will constitute a “Mass Arbitration.”

If a Mass Arbitration is commenced, you and Epson agree that it shall ***not*** be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by FedArb, a nationally recognized arbitration provider, and governed by the FedArb Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the “FedArb Rules”), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500. You and Epson agree that the Mass Arbitration shall be resolved using FedArb’s Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>.

Before any Mass Arbitration is filed with FedArb, you and Epson agree to contact FedArb jointly to advise that the parties intend to use FedArb’s Framework for Mass Arbitration Proceedings ADR-

MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb's claim form(s) and as directed by FedArb.

Consistent with Section D(6a) above, you and Epson agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or Epson may seek an order from a court of competent jurisdiction compelling compliance with this Section D(6h) and compelling administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and Epson agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and Epson acknowledge that either party's failure to comply with the provisions of this Section D(6h) would irreparably harm the other, and you and Epson agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section D(6h) are resolved by the court.

**7. 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 D(3) to D(6) of this Agreement by sending a written letter to the Epson address listed above in Section D(2) 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 D. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement, including this Section D, 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.**

**8. Amendments to Section D:** 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 D (or resolve disputes as provided for in Section D(7), if you timely elected to opt-out when you first assented to this Agreement).

**9. Severability:** If any provision in this Section D 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 D(5). This means that if Section D(5) is found to be unenforceable, the entire Section D (but only Section D) shall be null and void.**

**E. For New Jersey Residents:** NOTWITHSTANDING ANY TERMS SET FORTH IN THIS AGREEMENT, IF ANY OF THE PROVISIONS SET FORTH IN SECTIONS F OR G ARE HELD UNENFORCEABLE, VOID OR INAPPLICABLE UNDER NEW JERSEY LAW, THEN ANY SUCH PROVISION SHALL NOT APPLY TO YOU BUT THE REST OF THE AGREEMENT SHALL REMAIN BINDING ON YOU AND EPSON. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT IS INTENDED TO, NOR SHALL IT BE DEEMED OR CONSTRUED

TO, LIMIT ANY RIGHTS AVAILABLE TO YOU UNDER THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT.

#### **F. REMEDIES; DISCLAIMER OF WARRANTIES**

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. THE WARRANTY AND REMEDY PROVIDED ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST 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 TERM OF THIS AGREEMENT. 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.

#### **G. 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, INCLUDING END USERS OR CUSTOMERS, OR INJURY TO PROPERTY, RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT OR OBTAIN SERVICE UNDER THIS AGREEMENT, 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.**

#### **H. Other Provisions**

1. **Other Rights You May Have:** This Epson 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.
2. **Governing Law:** Except for claims subject to arbitration pursuant to Section D, you and Epson agree that the law of the state or country where you reside shall govern.
3. **Jurisdiction:** Except for claims subject to arbitration pursuant to Section D, 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.

To find the Epson Authorized Reseller nearest you, please visit [www.epson.com](http://www.epson.com) in the United States or [www.epson.ca](http://www.epson.ca) in Canada.

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CPD-66376