Epson America, Inc. Commercial Limited Warranty

A. What Is Covered: Epson America, Inc. (**"Epson"**) warrants to the first end-user customer that the SureColor® F370 series printer (**"Product"**) covered by this limited warranty, if purchased and used in the United States, Canada, or Puerto Rico, will conform to the manufacturer's specifications and be free from defects in workmanship and materials for one (1) year from the date of original purchase, or 11,000 A3-size printed sheets, whichever occurs first (**"Warranty Period"**).[1] This limited warranty is not transferable.

Note: Your printer is designed to use Epson® Genuine Dye-Sublimation inks and delivery systems. Any damage caused by the use of other inks or ink delivery systems will not be covered under this warranty.

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

[1]Use limit information can be accessed via the status sheet printout, the control panel, or Epson monitoring software, depending on the product.

B. What Epson Will Do To Correct Problems: If your Product requires service during the Warranty Period, please call (562) 276-1305 (United States and Puerto Rico) or (905) 709-3481 (Canada). Support hours are from 7:00 a.m. to 4:00 p.m., Pacific Time, Monday through Friday, and are subject to change without notice. When you call, be prepared to provide the Epson technician with the Product serial number, the address where it is located, the original date of purchase, and a description of the problem. You may need to provide proof of purchase if warranty coverage cannot be verified by the serial number. An Epson technician will work with you to try to resolve the problem.

If Epson confirms warranty service is required, Epson will, at its sole discretion, provide on-site service or exchange the defective unit without charge for parts or labor. The technician will provide additional instructions about the program at the time this service is being set up. For more details, please see Section C, Product Exchange and Section D, Repair.

When warranty service involves the exchange of the Product or a part, the item replaced becomes Epson property. The replacement Product or part may be new or refurbished to the Epson standard of quality, and, at Epson's option, may be another model of equal or superior value. Exchange products and parts assume the remaining warranty period of your original product covered by this limited warranty.

C. Product Exchange: Epson may, at its sole discretion, elect to replace a Product that for whatever reason appears to require repair due to a warranted hardware defect. Epson will replace the Product with the same or a comparable Product refurbished to the Epson standard of quality. (The replacement Product will not include promotional materials, accessories, stands, documentation, manuals, software, or cables.) You must be able to receive, unpack, and install the replacement Product, and prepare the defective Product for return shipment by following the procedures described in the *User's Guide* or

documentation provided by Epson. You are responsible for securely packaging the defective unit and returning it to Epson within seven (7) working days of receipt of the replacement. Epson requires a debit or a credit card number to secure the cost of the replacement Product in the event you fail to return the defective one.

D. Repair: 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 and for all costs to and from the Epson authorized service center.

E. What This Limited Warranty Does Not Cover:

1. Standard Exclusions

a. Any damage caused by misuse, abuse, improper installation, or neglect; improper packaging or shipping; disasters such as fire, flood, or lightning; improper electrical currents, software problems, or interaction with non-Epson products.

b. Any damage caused by using inks or ink delivery systems other than the Epson ink system for which the Product was designed.

c. Any damage caused by using unsuitable media (see the *User's Guide* for details).

d. Loss of data.

e. 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, e.g., dealer- or user-added boards, components, or cables.

f. Any damage caused by installing the Product next to a heat source, direct sunlight or directly in the path of an air vent or air conditioner.

g. Service when the Product is used outside the United States, Canada, and Puerto Rico.

h. Service if the Product label, logo, rating label, or serial number has been removed.

i. Any damage from service performed by anyone other than an Epson-authorized servicer.

j. Any service or replacement of consumable items or maintenance consumables, such as ink cartridges, ink supply units, ink packs, or pick-up rollers.

k. Any cosmetic damage or wear to Product casings or covers.

l. Any color change or fading of printed media, or reimbursement of materials or services required for reprinting.

m. Any product or parts purchased as used, refurbished, or reconditioned.

n. Service required to return the Product to operation if it has been turned off for an extended period and prestorage maintenance was not performed (see the *User's Guide* for details).

o. 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 the *User's Guide* for in depth maintenance instructions.

p. Any problem or damage from your failure to procure, install, or have maintenance performed on equipment or items not covered by this Agreement and on all non-Epson communications media and peripherals. This includes, without limitation, transmission lines, networks, and telephone equipment for data transmission; any electrical or mechanical work external to the Product; or maintenance, alterations, installation, deinstallation, and reinstallation of accessories, attachments, or other devices not furnished by Epson.

q. Any problem or damage from operator or user error.

r. Accessories, paint, or refinishing of the Product.

s. Installation, deinstallation, or reinstallation of the Product.

t. Compensation for supplies or maintenance consumables used during diagnostics, troubleshooting, maintenance, or repair.

u. Enhancements to the form, fit, or function of the Product that may be represented in products sold by Epson at a later date.

Note: If a claimed defect cannot be identified or reproduced in service, you will be held responsible for the costs incurred. Epson is not responsible for your data or applications, which cannot be restored and should be backed up by you.

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

1. Disputes: The terms of this Section F 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 F, that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim.

2. Initial Dispute Resolution: Before submitting a claim for arbitration in accordance with this Section F, 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 F(6). Notice to Epson must be addressed

to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Avenue, Los Alamitos, CA 90720-2335, U.S.A. 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 EAILegal@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 F(2).

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 F(2) 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 F(6) 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 F, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section F shall survive termination of this Agreement.

4. 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.

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 HEREIN 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: 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 F(1) 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.

a. Initiation of Arbitration Proceeding: If either you or Epson decides to arbitrate a Dispute, 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. You can find a copy of a Demand for Arbitration at http://www.jamsadr.com ("Demand for Arbitration").

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, U.S.A.

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 F(2)), or as otherwise agreed by the parties.

b. 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.

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 F of this Agreement by sending a written letter to the Epson address listed above in Section F(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 F. 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.

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

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

G. REMEDIES; 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.

H. 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.

I. Other Provisions

1. 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.

2. Governing Law: Except for claims subject to arbitration pursuant to Section F, 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 F, 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.

EPSON and SureColor are registered trademarks of Seiko Epson Corporation.

© 2026 Epson America, Inc., 10/26

CPD-66480