

Epson PreferredSM Plus Assisted Exchange Commercial Service and Support Plan

for Epson® WorkForce® Series Printers—Leased Equipment Version

Congratulations on your lease of an Epson WorkForce printer (“**Product**”) from a third-party lessor and on your choice to protect and support the Product with this Epson Preferred Plus Assisted Exchange Commercial Service and Support Plan (“**Plan**” or “**Agreement**”). You (“**Customer**”) will receive expert technical support and the convenience of priority response if your Product’s hardware issue cannot be remedied over the phone.

This Plan document governs the Service you will receive from us to protect your Product.

This Plan is only available to customers who meet the program requirements. It is offered to and intended only for commercial lessees of Epson WorkForce series printers installed by Epson.

Please read these important legal Terms and Conditions, including an arbitration provision.

Your cancellation options are set forth in Section F, Term and Cancellation.

Service Plan Highlights

- ★ On-site next business day response, as described in Section E, Subsection 3 (“**Response Time**”)
- ★ Coverage terms tailored to meet Customer business lease requirements
- ★ Product exchange with expert technical assistance
- ★ Labor and travel costs included

Term of the Plan: The Plan’s term shall coincide with the term of the third-party lease agreement for the Product, unless it is terminated earlier as stated herein. It could end sooner if the Product reaches the Use Limits or if it is moved from the original installation site.

Use Limits: See the table at the end of this Plan for model-specific information.¹

¹ Use limit information can be viewed on a status sheet printout and/or on the control panel display.

Terms and Conditions

A. Plan Overview

During the Term of the Plan (as defined in the Service Plan Highlights), Epson America, Inc. (“**Epson**”), or its designee, will provide priority technical telephone support and other services described herein (“**Service**”) for the Epson Product covered by this Plan. Epson will use commercially reasonable efforts to Service the Product in accordance with this Agreement.

Epson is the seller and obligor of this Plan and the party that is financially and legally obligated to perform Service under this Agreement. Epson’s obligations under this Plan are backed by the full faith and credit of Epson, with its principal place of business located at 3131 Katella Ave., Los Alamitos, CA 90720.

B. Plan Fee

The fee for each Plan is included in the funds paid in accordance with the lessor’s cost-per-image agreement. Customer is responsible for any taxes arising from the Service provided under this Agreement.

See Section F for cancellation details.

C. Eligibility

This Plan is offered to and intended only for our commercial customers. This Service is only available for Epson-installed Products at their original installation site.

D. How to Obtain Service

1. Once the Plan is activated, call toll-free (866) 245-3063 between the hours of 7:00 a.m. and 4:00 p.m., Pacific Time, Monday through Friday, for support. Support hours are subject to change without notice.
2. Customer will be asked to provide Epson with the model and serial number of the Product, the address where it is located, and a description of the problem. An Epson technician will provide telephone diagnostic support to determine whether the Product requires hardware repair. If required, Service will be provided according to this Agreement.

E. Services Limited

Service described in this Agreement is separate from the limited warranty provided at the time of your Product’s original purchase. This Agreement does not modify the terms and conditions of that limited warranty.

1. **What Is Covered:** At its sole discretion, Epson agrees to provide Service if the Product becomes inoperable or unable to perform according to Epson specifications due to defects in workmanship or materials during the Term of the Plan. Each Plan provides coverage from the Plan Start Date to either (i) the end of the Term of the Plan, (ii) relocation of the Product, or (iii) until the Product has exceeded its Use Limits, whichever occurs first. A Plan is not transferable. No other coverage is included. This Agreement covers only hardware and mechanical failures related to the parts and components of the Product.
2. **What Epson Will Do to Correct Problems:** Should your Product become inoperable or unable to perform its function according to Epson specifications during the Term of the Plan and before it has reached the Use Limits (whichever occurs first), an Epson technician will work with Customer to resolve the problem and determine whether your Product requires hardware service. If so, at Epson’s sole discretion, assisted exchange will be used.

3. Response Time: If Epson determines a covered hardware defect requires Service an Epson-trained technician will exchange the Product at its original installation site. Epson will usually dispatch a replacement product and a technician for the next business day if Epson determines exchange is required prior to 1:00 p.m., Pacific Time. If Epson makes that determination after 1:00 p.m., Pacific Time, dispatch will usually be for the second business day. Products shipped to remote areas may require longer delivery times. An adult must be available to accept the delivery and be present at all times while the technician is on-site. Epson's shipment of a product does not imply that replacement is required. When service involves product exchange, the items/parts replaced become the property of Epson. The new items assume the remaining Term of the Plan of the original Product. Replacement products may be new or remanufactured to Epson standards.

4. What This Plan Does Not Cover

- a. On-site or in-house repair of the Product.
- b. Any damage caused by misuse, abuse, improper installation, or neglect; improper packing or shipping; disasters such as fire, flood, or lightning; improper electrical currents, software problems, or interaction with non-Epson products.
- c. Any damage caused by using inks or ink delivery systems other than the Epson ink system for which the Product was designed.
- d. Any damage caused by using non-Epson media (unless the media was expressly recommended by Epson).
- e. Loss of data.
- f. Any damage, maintenance, or service arising from excessive or continuous use.
- g. 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.
- h. Any damage caused by installing the Product next to a heat source or directly in the path of an air vent or air conditioner.
- i. Service if the Product label, logo, rating label, or serial number has been removed.
- j. Any damage from service performed by anyone other than an Epson-authorized servicer.
- k. Service if the Product is installed by anyone other than an Epson-authorized installer.
- l. Service if the Product is moved from its original installation site.
- m. 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.
- n. Any cosmetic damage or wear to Product casings or covers.
- o. Any color change or fading of printed media, or reimbursement of materials or services required for reprinting.
- p. Any product or parts purchased as used, refurbished, or reconditioned.

- q. Any problem or damage from Customer's 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, including, without limitation, transmission lines, networks, and telephone equipment for the remote transmission of data; 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.
- r. Any problem or damage from operator or user error.
- s. Accessories, paint, or refinishing of the Product.
- t. Installation, deinstallation, or reinstallation of the Product.
- u. Compensation for the consumption of supplies or maintenance consumables during diagnostics, troubleshooting, maintenance, or repair.
- v. Enhancements to the form, fit, or function of the Product that may be represented in products sold by Epson at a later date.
- w. Problems or damage caused by Customer failure to perform user-level maintenance as documented in the *User's Guide*. This includes issues caused by improperly performing user-level maintenance. See the maintenance section of the *User's Guide* for in-depth maintenance instructions.

5. Customer Responsibilities

- a. Perform operator maintenance prescribed in the *User's Guide* on a regular basis. **Failure to complete proper and timely maintenance may result in Product failure. Service to repair the Product due to improper maintenance will be invoiced at Epson's time and materials rates.**
- b. Operate the Product under suitable conditions, in compliance with environmental requirements, and within specification as documented in the *User's Guide*.
- c. Epson will not provide Service if the Product is moved from its original installation site.

Note: If a claimed defect cannot be identified or reproduced, Customer will be held responsible for the costs incurred. You agree to be billed at Epson's time and materials rates if excluded services are necessary to restore Customer's Product to working condition and to pay such charges upon receipt of invoice.

- 6. **Charge for Matters Not Covered:** Epson is obligated to provide Service only within the terms stated in this Plan. Any labor, parts, or expenses used or incurred by Epson to provide service beyond these terms shall be paid by Customer at Epson's time and materials rates. Epson will invoice Customer in such case and each invoice is due 30 days from receipt.

F. Term and Cancellation

The Term of the Plan shall begin on the lease date ("**Plan Start Date**") and shall coincide with the term of the third-party lease agreement for the Product, unless it is terminated earlier as stated herein.

- 1. Customer may not assign or transfer this Agreement without the prior and express written consent of Epson and Customer's lessor. Please contact Epson (email customer.inquires@ea.epson.com or call 866-245-3063) to request consent. Any other purported transfer or assignment shall be void.
- 2. The nontransferable right to cancel only applies to the original purchaser of this Plan and may be subject to the consent of your lessor.

3. You may cancel this Plan by submitting your cancellation request in writing to ATTN: Preferred Plus Cancellation, PO Box 93012, Long Beach, CA 90809-9941.
 - a. **Cancellation of Plans:** A written notice of cancellation must be received 60 days in advance. All monies owed for the Plan must be paid in full prior to cancellation.
4. Epson may also cancel this Plan. In that case, Epson shall provide Customer with a written notice no fewer than 30 days prior to such cancellation at Customer's last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan, a material misrepresentation, or substantial breach of duties by Customer relating to the covered property or its use.

G. ARBITRATION

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN ORANGE COUNTY, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OR PURSUANT TO JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES, AS APPLICABLE. THE ARBITRATOR SHALL FOLLOW ANY APPLICABLE FEDERAL LAW AND CALIFORNIA STATE LAW IN RENDERING AN AWARD. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

H. REMEDIES; DISCLAIMER OF WARRANTIES

EPSON'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR EPSON'S FAILURE TO PERFORM IS THAT EPSON WILL, AT EPSON'S OPTION, REPERFORM THE SERVICE. THE WARRANTY AND REMEDY PROVIDED 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 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.

I. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY

IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS OR REVENUE, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, DIMINUTION OF VALUE, LOST DATA, 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, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EPSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PLAN. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

J. Other Provisions

- 1. Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or other potential disasters or catastrophes, such as epidemics, pandemics, quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.
- 2. Other Rights You May Have:** This Agreement 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.
- 3. Choice of Law:** This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California including its statutes of limitations and Cal. Civ. Code § 1646.5, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

Use Limits

Model series	Printed pages ¹
WF-C579R	240,000
WF-M5799	150,000
WF-M5299	
ST-C8090	80,000

¹ Printed pages can be viewed on a status sheet printout and/or on the control panel display. A duplex print counts as two (2) pages.