

EPSON AMERICA, INC. LIMITED WARRANTY

What is Covered: Epson America, Inc. (“Epson”) warrants to the first end user customer of the Epson product covered by this limited warranty statement that the product, if purchased and used in the United States or Canada, conforms to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of three (3) years from the date of original purchase. Epson warrants that the Epson product is manufactured from new components and parts, or from like-new components and parts which perform like new and meet the Epson standard of quality. For warranty service, you must provide proof of the date of original purchase. Epson also warrants that any consumables, if enclosed with the product, will perform to the manufacturer's specified usage, which usage may expire before the expiration of the one year limited warranty.

What Epson Will Do To Correct Problems: Should your Epson product prove defective during the warranty period, please bring the product, securely packaged in its original container or an equivalent, along with proof of the date of original purchase, to your Epson Dealer or Epson Authorized Servicer. Epson will, at its option, repair or replace on an exchange basis the defective unit, without charge for parts or labor. When warranty service involves the exchange of the product or of a part, the item replaced becomes Epson property. The exchanged product or part may be new or previously repaired to the Epson standard of quality. Exchange or replacement products or parts assume the remaining warranty period of the product covered by this limited warranty. Exchange products to replace units that require service will use Epson standard configurations with factory-set switches, jumpers and operating systems. Customer data and applications cannot be restored and should be backed up by the customer.

What This Warranty Does Not Cover: This warranty does not cover:

- 1) Restoration of customer data
- 2) Damage from use of the product outside the United States or Canada.
- 3) Damage caused by the addition of third-party parts, components, consumables, or peripheral devices added to the product after its shipment from Epson (e.g. dealer-added boards, chips or drives).
- 4) Damage caused by media other than those on Epson's tested media list. (Epson's list of media tested for use with its thermal printers may be found at <https://epson.com/point-of-sale> under the “Tested Media” section.)
- 5) Any color change or fading of prints, or reimbursement of materials or services required for reprinting.
- 6) Any damage from service performed by other than Epson or an Epson Authorized Servicer.
- 7) Service where the printer label, logo, rating label, or serial number has been removed.
- 8) Any damage caused by using improper packaging materials or improper packaging and shipping.
- 9) Any damage caused by misuse, abuse (for example damage caused by liquid, excessive dust, harsh environments, or dropping the product), 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.

This warranty is not transferrable. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

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 NONINFRINGEMENT. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATION MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

Remedies: Your exclusive remedy and Epson's entire liability for a material breach of this Agreement will be limited to a refund of the price paid for the Epson products covered by this Agreement. Any action for breach of warranty must be brought within 3 months of the date of expiration of this warranty. 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. Some jurisdictions do not allow limits on warranties or remedies for breach in certain transactions. In such jurisdictions, the limits in this paragraph and the preceding paragraph may not apply.

In Canada, warranties include both warranties and conditions.

Arbitration, Governing Laws: Any disputes arising out of this Agreement will be settled by arbitration before a single arbitrator to be conducted in Los Angeles, California, in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the laws of the State of California, except this arbitration clause which shall be construed in accordance with the Federal Arbitration Act.