

**A. Epson's Responsibilities** During the term of this agreement, Epson America, Inc. ("Epson"), or its designee will provide telephone technical support and the other services described in these Terms and Conditions (the "Service") for each printer for which you have purchased this extended service coverage (referred to as the "Printer" or the "Product" in this document). Epson is financially and legally obligated to perform Service under this agreement.

**B. Fee** The fee for the Preferred Plus Service and Support Plan is payable in full before the Preferred Plus Service and Support Plan will be activated. The fee for any renewal term shall be paid prior to expiration of the current term. You are responsible for any taxes arising for the services provided under this agreement.

**C. Eligibility** You must purchase the Preferred Plus Service and Support Plan while the printer is covered under the standard warranty to be eligible for enrollment. See your documentation for the Epson Limited Warranty Plan. You must be prepared to submit proof of original Printer purchase when purchasing the Preferred Plus Service and Support Plan.

#### **D. How To Obtain Service**

Once the Preferred Plus Plan is activated, please contact Epson when the Product requires repair, by calling (562) 276-4322 (U.S.) or (905) 709-2170 (Canada), between 6:00 AM and 6:00 PM Pacific Time, Monday through Friday. Support hours are subject to change without notice. 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 using the serial number.

An Epson service technician will work with you to try to resolve the problem. The technician will provide additional instructions about the program at the time this service is being setup. In rare cases, at its sole discretion Epson may instead elect to exchange the unit. When service involves the exchange of a unit or its parts, the items replaced become the property of Epson. The new items assume the remaining warranty period of the original product. Parts may be new or remanufactured to Epson standards.

If the printer needs hardware repair and 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 PM Pacific Time. If that determination is made after 1 PM, 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 imply that replacement is required.

### On-Site Response

You must provide Epson with the model and serial number of the Product, the address where the defective Product is located, and a description of the problem. An Epson service technician will provide telephone diagnostic service to determine whether the Product requires hardware repair. If repair is required, service will be provided during the term of the Preferred Plus Service and Support Plan. If service cannot be provided on the Product for any reason during the term of this agreement and Epson no longer sells the same model, Epson will replace the Product with a model of equal or superior value.

If the service technician cannot verify or reproduce a warranty problem or encounters a problem which is not covered by the terms of Epson's Limited Warranty, you may be responsible for the service provider's trip charges as well as for any non-warranty service provided.

**E. Services Limited 1. Service described in this agreement is a supplement to the Limited Warranty provided with the Product at the time of sale. This agreement does not modify the terms and conditions of that Limited Warranty. During the two year extension period the following are not covered:**

1. Any damage caused by third-party software, applications, parts, components or peripheral devices added to the product after its shipment from Epson (for example, dealer or user-added boards, ribbons, components, or cables).
2. Any damage caused by misuse, abuse, improper installation, neglect, failure to maintain, improper packing or shipping; disasters such as fire, flood, lightning, improper electrical currents, or software problems; or interaction with non-Epson products.

3. Any damage from service performed by other than an Epson Authorized Servicer.
4. Service when the printer is used outside the U.S., Canada, and Puerto Rico.
5. Service where the printer label, logo, rating label, or serial number has been removed.
6. Any damage to used, refurbished, or reconditioned products.
7. Installation or removal.
8. Cosmetic damage caused by handling or normal wear and tear during usage
9. Any color change or fading of prints, or reimbursement of materials or services required for reprinting.
10. Any damage caused by using improper packaging materials or improper packaging and shipping.

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

#### **F. Term, Renewal, Cancellation and Refunds**

1. The term of this agreement shall begin on the expiration date of the limited warranty included with the Product and expire on the two-year anniversary date.
2. We may renew the service plan; however, we are not obligated to do so, nor to accept a service plan order, in the event you tender one. We also reserve the right to modify the terms and conditions applicable to any renewal and to change the renewal fees. No renewal of extended service is available if your previous service contracts plus the original warranty has reached five years.
3. You may not assign or transfer this agreement without the prior and express written consent of Epson. Any other purported transfer or assignment shall be void.
4. You may cancel this service plan by informing Epson of your cancellation request within sixty (60) days of the purchase of the service plan and you will receive a one hundred percent (100%) refund of the full purchase price of your service plan, provided no claims have been paid. If your cancellation request is made more than sixty (60) days from the date of purchase or if a claim has been paid, you will receive a pro-rata refund of the purchase price of your service plan, less any paid claims. Epson may also cancel this service plan. In that case, Epson

shall provide you with a written notice at least fifteen (15) days prior to such cancellation at your 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 non-payment of the purchase price of the service plan, a material misrepresentation or substantial breach of duties by you relating to the covered property or its use. If Epson cancels the service plan, you will receive a pro-rata refund of what you paid for the plan (for example, for a cancellation occurring half way into the plan's term, you will be refunded one-half the amount you paid). If you cancel the service plan as permitted by this plan agreement and applicable law, and Epson fails to refund the applicable amount to you within thirty (30) days, then Epson is also required to pay you a penalty of ten percent (10%) per month for the unpaid amount due and owing to you. The right to cancel and receive a refund and this penalty payment only applies to the original purchaser of this service plan and may not be transferred or assigned.

**G. Warranty Disclaimer** EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PREFERRED PLUS SUPPORT PLAN SERVICES PROVIDED IN THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

## **H. Limitation of Liability**

1. Your right to recover damages shall be limited to moneys actually paid by you to purchase this agreement. This limitation shall apply regardless of the form of action. Any action for breach of this agreement must be brought within three months of termination of this agreement and any extension thereof.
2. Except as provided in this agreement, neither Epson nor its affiliates or agents shall be liable for (a) 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 Product, whether resulting from a breach of any expressed or implied warranty or any other legal theory, or (b) delay in furnishing or failing to furnish service. Neither shall Epson nor its affiliates or agents be liable if a breach or failure under this agreement is

caused by an act of God, strike, governmental action or any cause beyond such party's reasonable control.

Some jurisdictions do not allow limits on implied warranties or on remedies for breach in certain transactions. In such jurisdictions, the limits of this and the preceding paragraph may not apply.

## **I. General**

1. These terms, including your completed enrollment card and acknowledgement, and your receipt for the service plan, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and shall constitute the complete and exclusive agreement between the parties regarding the Epson Preferred Plus Service and Support Plan. No Epson employee or other person is authorized to make any representations or statements, which are inconsistent with this agreement. Any such representations or statements are void.
2. Any controversy or claim arising out of or relating to this agreement, or the breach hereof, shall be determined by arbitration in Los Angeles County, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. Any action must be brought within three (3) months of the expiration of the warranty. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This warranty 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.
3. To the extent any provision of this agreement is not enforceable under applicable law, such provision shall be severed from the agreement, deemed null and void and shall have no effect on the remaining portions of this agreement.