

Premium Protection and Support Plan

2 Year Extended Service Coverage

Dear Epson Customer,

Thank you for choosing the Epson PreferredSM Plus Premium Protection and Support Plan! Your purchase ensures that you will receive the highest quality service and most responsive support in the industry.

How to Activate Coverage

- 1. Mail a completed registration card with a copy of the printer's original bill of sale.
- 2. Keep a copy of the registration card for your records.
- 3. Epson will confirm program eligibility.
- 4. Upon eligibility, Epson will mail your Service Plan Agreement to you within four to six weeks.

Benefits of the Epson Preferred Plus Plan

- · Two year extension of the original warranty on your Epson dot matrix printer
- Low-cost, worry-free protection against repair bills
- · Service by qualified Epson-authorized technicians, using genuine Epson parts
- Technical telephone support

You must purchase Preferred Plus Service within 90 days from the purchase of your printer. Your extended service coverage begins the day the original warranty expires.

Contact Epson

If you require technical support for your printer, please call Epson Technical Support at (800) 788-9073. Our call center representatives will assist you with your printing needs.

Thank you for choosing Epson Preferred Plus! We look forward to supporting your service needs.

TERMS AND CONDITIONS

A. Epson's Responsibilities

During the term of this Agreement, Epson America, Inc. ("Epson"), its designees, or Epson Customer Care Centers, will provide Service, as defined below, to the products listed on the Service Plan Agreement (the "Product"). If Service requires replacement of the Product or parts, Epson will supply these on an exchange basis. Exchanged products/parts become Epson's property. The replacement Product or parts may be new or refurbished to the Epson standard of quality.

B. Services Plan Options

The purchased service plan option will be listed on the Service Plan Agreement.

- 1. Express Exchange Service option means a whole-unit exchange of the defective unit with a replacement product as a supplement to the limited warranty which is provided with the Product at the time of purchase. Customer is responsible for securely packaging the defective Product and returning it to Epson within seven (7) business days of receipt of the replacement. In the event Epson does not receive the returned Product, Customer will be invoiced or Customer's credit card will be charged at MSRP for each unit. Replacement units assume the remaining warranty period of your original Product.
- 2. Extended Service Option means the provision of replacement parts and labor, except as excluded below, necessary to service and repair the Product to normal operating conditions as specified by the manufacturer for an additional term beyond the original limited warranty. Customer is responsible for shipping Product to and from the service location.

C. Eligibility

Customer must submit the application for enrollment in this Service program within ninety (90) days of the Product purchase to be eligible for enrollment. Epson reserves the right to require an inspection of the Product at Customer's expense prior to acceptance of this Agreement to verify that the Product is in unaltered, operable condition and in good working order suitable for normal use.

D. Fee

The fee for the initial term of Service is payable in full on or before the Effective Date indicated on the Service Plan Agreement.

E. How To Obtain Service

Customer may obtain service for the Product, or request additional information, by contacting Epson Technical Support at (800) 788-9073. All service and repair provided under this Agreement will be performed by Epson or its authorized service center. This Agreement must be presented at the time of service.

F. Services Not Covered

- 1. This Agreement does not modify the terms and conditions of the limited warranty included with the Product at the time of purchase.
- 2. This Agreement does not cover:
 - a. On-site or in-house service and repair of the Product(s).
 - b. Service made necessary by misuse, abuse, neglect, improper installation, or improper maintenance.
 - c. Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part.
 - d. Service on covers, lids or other stationary parts, consumables such as ribbons, batteries, magnetic media, or appearance parts such as interior or exterior finishes or trim.
 - e. Service made necessary by any external cause, including disasters such as fire, flood, lightning, theft, alteration, problems arising from software or hardware not supplied or approved by Epson, power failures or shortages, or repairs or services done by persons other than those authorized by Epson to service the Product.
 - f. Service of Product purchased or used outside the United States, Canada and Puerto Rico.
 - g. Service on third party products not manufactured or sold by Epson which may be installed in or used in connection with the Product.
 - h. Service on Product on which the Epson label or logo or the rating label or serial number have been defaced or removed.
 - i. Service made necessary by use of incompatible third party products.
- If a claimed problem cannot be identified or reproduced at the service location, or Customer authorizes services not covered hereunder, Customer will pay service provider its usual and customary fee for such work.

G. Term and Renewal

The term shall begin on the Effective Date and end on the Expiration Date shown on the Service Plan Agreement.

H. Warranty Disclaimer

EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES PROVIDED IN THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

 Customer's right to recover damages shall be limited to the amount actually paid by Customer 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 six months of termination of this Agreement and any extensions 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 Products, whether resulting from a breach of any express or implied warranty or any other legal theory, or (b) delay in furnishing or failing to furnish service if such delay is caused by an act of God, strike, governmental action or any cause beyond Epson's reasonable control. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits of this paragraph and the preceding paragraph may not apply.

J. General

- 1. Customer agrees to notify Epson immediately if any Product is sold, lost, stolen, or destroyed.
- 2. This Agreement is the complete and exclusive agreement between the parties. No employee or agent of Epson is authorized to make any representations or statements which are inconsistent with this Agreement. Any such representations or statements are void.
- 3. Customer may not assign or transfer this Agreement without Epson's prior express written consent. Any other purported transfer or assignment shall be void.
- 4. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration 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(s) may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the laws of California, except the arbitration clause which shall be enforced pursuant to the Federal Arbitration Act.