



EPSON® Preferred Plus 2-Year Exchange Extended Service Plan

Premium Protection and Support Plan

Dear Epson Customer,

Thank you for choosing the Epson Preferred Plus Premium Protection and Support Plan. This extended service contract provides you with two years of product-exchange service after the expiration of your limited warranty.

Please Register Right Away!

YOU MUST RETURN THE ENCLOSED REGISTRATION CARD TO ACTIVATE COVERAGE FOR YOUR PRODUCT. Without activation, Epson cannot respond to your service request. With the Registration Card, please include a copy of the proof of purchase for your product. Your service plan details will be sent to you by mail. We suggest you keep a photocopy of your Registration Card until you have received your service plan details. This takes 2 to 4 weeks from receipt of your Registration Card by Epson.

How to Obtain Service

Our technical support representatives are available 6 AM to 6 PM (Pacific Time), Monday through Friday, at (800) 637-7661 (PIN required). (Service times are subject to change.) The PIN is located on the PrivateLine Technical Support card enclosed in your product box. If you cannot locate your PIN, call (562) 276-4394 for assistance. If service becomes necessary, we will provide you with information on how to obtain an exchange unit.

Service Contract – Terms & Conditions

A. Epson's Responsibilities.

This Service Contract (the "Agreement") is between Epson America, Inc., with its principal office at 3840 Kilroy Airport Way, Long Beach, California 90806 ("Epson," "we," or "our") and the purchaser (the "Customer," "you," or "your") of the Epson document camera covered by this Agreement (the "Product"). Epson or its authorized service provider will provide you with the services that may be necessary to maintain proper operation of the Product under normal operation and service for the duration of this Agreement and without additional charge (the "Service"). The Service is described in more detail below. Epson is legally obligated to perform the Service under this Agreement.

B. Fee; No Refund.

The fee for the Service is the price stated on Epson's on-line store at epson.com, or, if you purchase from a reseller, then it is the price stated in materials made available to you by that reseller before you purchase. The fee is not refundable except in case Epson terminates the Agreement under section G.3 below. Customer is responsible for any taxes arising from the Service.

C. Eligibility for Service.

1. Epson's acceptance of this Agreement is expressly conditioned on payment by you of the full fee and applicable taxes.
2. We reserve the right to require an inspection of the Product at your expense prior to the acceptance of this Agreement to verify that the Product is in unaltered, operable condition and good working order suitable for normal use.
3. Epson is not obligated to provide Service if the Product has been sold, lost, stolen, or destroyed. Customer must notify Epson in any such case.

D. How to Obtain Service.

1. You may obtain Service by contacting an Epson technical support representative at the toll-free telephone number Epson provided when you ordered the Service. The toll-free number will be answered between the hours of 6:00 AM and 6:00 PM Pacific Time, Monday through Friday (hours are subject to change).
2. You will need to enter the Personal Identification Number (PIN) supplied with your Product to use the toll-free number. If you cannot locate your PIN, call (562) 276-4394.
3. Your Application Number, found on the Registration Card, must be given when you request Service.

E. What Service Epson Will Provide.

If the Epson technical support representative determines that the Product has a problem covered by this Agreement, we will ship you, in exchange for the problem unit, a properly-functioning replacement unit of the same Product. At our option, we may replace a problem unit with a different product of similar or better quality. You are responsible for returning the problem unit within five (5) working days of receipt of the replacement. You will need to provide a credit card number to secure the cost of the replacement unit in case you fail to return the problem unit in that time, and you authorize us to charge your card for that cost in such a case. The replacement unit will be new or a remanufactured product. The problem unit and its parts become the property of Epson. Epson will be responsible for the cost of shipping the replacement unit to you and shipping the problem unit back to Epson. You should retain copies of all shipping documentation for a minimum of 90 days, and you must provide copies to Epson if requested.

F. Excluded Services.

1. This Agreement excludes, and the Service does not cover:
 - a. On-site or in-home service or repair of the Product;
 - b. Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage, including, without limitation, loss or damage due to misuse, abuse, use outside of the specifications, or improper installation or maintenance;
 - c. Service or repair made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Epson, power failures or shortages, or improper shipping, common carrier equipment and/or facilities;
 - d. Replacement of missing parts, the provision of retrofits, or preventative maintenance;
 - e. Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part;
 - f. Service or repair of covers, cabinets, lids or other non-operational or cosmetic components, and consumables such as bulbs or lamps, and appearance parts or interior finishes;
 - g. Service or repair by other than Epson or its authorized service provider;
 - h. Service or repair on Products purchased or used outside the United States and Canada;
 - i. Service or repair on products or parts not manufactured and sold by Epson;
 - j. Service or repair of Product on which the EPSON label or logo or the rating label or serial number have been defaced or removed;
 - k. Service or repair made necessary due to use by or damage caused by third parties or third-party products.
2. If you authorize Epson or an Epson-authorized service provider to perform any services excluded under this Agreement, you agree to pay the usual and customary fees for such work.
3. If a claimed problem cannot be identified or reproduced in Service, you agree to pay for costs incurred.

G. Term of Agreement; No Cancellation or Transfer; Renewal.

1. The term of this Agreement shall begin on the date the original warranty coverage for the Product ends, and continue for two years thereafter.
2. You may not cancel this Agreement. You may not transfer or assign this Agreement without the prior and express written consent of Epson, and any purported transfer or assignment shall be void.
3. Epson may at any time terminate this Agreement by reimbursing you for the fee you paid, minus sales tax. In that case Epson shall have satisfied all obligations owed under this Agreement.
4. We may renew this Agreement, but we are not obligated to do so, nor to accept a service plan order if you give us one. We reserve the right to modify the terms and conditions applicable to any renewal and to change the renewal fees.

H. No Warranty; Limitation of Liability.

1. EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICE. EPSON SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. IF THE REPLACEMENT REMEDY PROVIDED IN THIS AGREEMENT FAILS, OUR ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THIS AGREEMENT.
3. IN NO CASE SHALL EPSON OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY OR PERSONS. SOME STATES DO NOT ALLOW LIMITS ON IMPLIED WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN CASES. IN SUCH STATES, THE LIMITS IN THIS SECTION H MAY NOT APPLY.

I. General.

1. This Agreement is the complete and exclusive Agreement between the parties. 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. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. Any dispute relating to the Service or Products provided under this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Los Angeles, California. The prevailing party shall be awarded reasonable attorney fees, and all other costs and expenses incurred in connection with the proceedings. Any cause of action you may have with respect to this Agreement must be commenced within one (1) year after the cause of action arises.