

EPPF10070FS1

One-Year Epson PreferredSM Plus Commercial Service and Support Plan

for the Epson® SureColor® F10070 Series Printers

Welcome

Dear Preferred Plus Member:

Congratulations on your choice to protect and support your Epson SureColor F10070 Series Printer ("**Product**" or "**Printer**"). With the purchase of our one-year Epson Preferred Plus Commercial Service and Support Plan (the "**Plan**" or "**Agreement**"), you will receive priority technical support and the convenience of having priority response if your Printer hardware problem cannot be remedied over the phone.

This Plan document, along with your receipt for the purchase of the Plan, governs the service that you will receive from us to protect your Product.

This Plan is only available to customers who meet the program requirements. This Plan is offered to and intended only for our commercial customers of Epson SureColor F10070 Series Printers.

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

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

We recommend you keep a copy of this Plan and copies of your purchase receipts for this Plan and the Product.

Service Plan Highlights

- ★ On-site next business day response, as described in Section E., subsection 4 ("On-Site Response").
- ★ One (1)-year Plan (12 months of coverage)
- ★ Travel and labor costs included

Term: One (1) year or twelve (12) months from the Plan Start Date, but the Plan could end sooner if your Product reaches the Use Limits.

Use Limits: 24,600,000 carriage passes¹

Activation Instructions

Please complete the Product information section below for your records.

Product Code: EPPF10070FS1 _____

Activation Code: _____

Product Purchase Date: _____

Product Serial No.: _____

Initial Product Installation Date: _____

¹Carriage passes are viewable in the status menu.

Terms and Conditions

A. Plan Overview

During the term of this Agreement, Epson America, Inc. ("Epson"), or its designee will provide priority technical telephone support and other services as described in this Agreement ("Service") for each Printer for which you have purchased a service plan. Epson will make commercially reasonable efforts to repair your Printer should it prove to be defective, in accordance with the terms set forth herein. For purposes of this Agreement, "Plan" means this One-year Epson Preferred Plus Commercial Service and Support Plan.

Print head replacement limitations under this Plan:

- **Parts and labor costs will be covered for a maximum of one (1) print head.**
- **Labor costs only will be covered for replacement of additional print heads, but print heads must be purchased by the customer.**

The Plan is available for purchase in one (1)-year increments for a maximum of 5 years (you may purchase 5 years of the Plan all at once or you may purchase the Plan on a year-to-year basis, up to 5 years, or any combination thereof). Epson is the 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. If you purchased this Plan from an Epson dealer, that party is the seller of this Plan and its name and address can be found on the receipt for the purchase of the plan.

B. Fee

The fee for each Plan is payable in full before such Plan will be activated or, if you are buying additional years, before the expiration of a Plan then currently in place. Customer is responsible for any taxes arising from the services provided under this Agreement.

See Section F for cancellation details and applicability of a refund.

C. Eligibility

This Epson SureColor F10070 Series Plan is offered to and intended only for our commercial customers. The Plan must be purchased prior to the expiration of the Epson Limited Warranty or Epson extended service plan to maintain continuous coverage. Customer must be prepared to submit proof of original purchase, a dated sales invoice to the end customer, and proof of purchase for the first-time purchase of the Plan. This Plan is only available for purchase in one (1)-year increments for a maximum of 5 years (you may purchase 5 years of the Plan all at once or you

may purchase the Plan on a year-to-year basis up to 5 years or any combination thereof.) A maximum of five one (1)-year Plans may be purchased for the same product serial number, but Printers which have exceeded the Use Limits are not eligible for coverage.

Printers that exceed Use Limits or with Non-Continuous Coverage: If you are interested in purchasing a service plan from Epson and you have not had continuous coverage (your limited warranty or service plan has expired), please contact Epson to discuss our alternate service options (888-377-6611). The printer may become eligible for service coverage upon passing an operational inspection. Inspection fees apply. Printers that are non-operational may become eligible for service coverage after repairs have been made at time and material rates and upon passing an operational inspection. Repair estimates are available at current time and materials rates. Please contact Epson if you have eligibility questions.

Note: Your printer requires certain Epson software, that you will need to download to your computer, to operate the printer. Additional services are available that require your printer to be connected to the Internet and to be enabled to communicate with Epson servers, which will allow Epson to collect and maintain usage information for purposes of facilitating service to you and improving the performance of Epson printers generally. To use such Epson services, you must authorize Epson to collect such information for these purposes. Epson's printer software will require your agreement to Epson's End User License Agreement. Certain Epson services will require your agreement to Epson's Terms of Use, which will govern your use of those services. Please review Epson's Privacy Policy provided to you to understand how Epson collects, processes, uses, and stores certain information relative to the Epson service and related software. Epson's Privacy Policy is available at: <https://epson.com/privacy-policy>.

D. How To Obtain Service

Customer may obtain Service by following these procedures:

1. Once the Plan is activated, you may call toll-free (888) 377-6611 (U.S., Canada, or Puerto Rico) between the hours of 6:00 AM and 6:00 PM, Pacific Time, Monday through Friday for support. Support hours are subject to change without notice.
2. To obtain service, customer will be asked to 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 technician will provide telephone diagnostic support to determine whether the Product requires hardware repair. If repair is required, Service will be provided during the term of the Plan according to these terms and conditions.

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:** This Plan covers the Epson SureColor F10070 Series Printer against defects in workmanship and materials, during the Plan coverage period. Each Plan, if used in the United States, Canada, or Puerto Rico, provides coverage for either (i) one year of coverage from the Plan Effective Date, or (ii) until your Product has exceeded Use Limits, whichever occurs first. Parts and labor costs will be covered for a maximum of one (1) print head. Labor costs only will be covered for replacement of additional print heads, but print heads must be purchased by the customer. A Plan is not transferable. No other coverage is included.
- 2. What Epson Will Do To Correct Problems:** Should your Epson SureColor F10070 Series Printer prove defective during the Plan and before your Printer has exceeded Use Limits (whichever occurs first), an Epson technician will work with you to resolve the problem, and if your Printer needs repair, diagnose the issue and determine what parts may be required. If service is required, on-site repair will be utilized at Epson's discretion. The technician will provide additional instructions about the program at the time this service is being set up.
- 3. Unreparable Product:** In the event that Epson, after a commercially reasonable effort, is unable to repair your Printer, Epson may, at its discretion, offer a pro rata refund of the service plan amount you paid, or that same pro rata service plan purchase amount may be used toward the purchase of a new product or a service plan for a new product.
- 4. On-Site Response:** If Epson determines a warranted hardware defect requires repair and you are within Epson's on-site service territory, an Epson-trained technician 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 a determination that repair is required occurs prior to 1:00 PM Pacific Time. If that determination is made after 1:00 PM Pacific Time, 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. When service involves the exchange of parts, the items/parts replaced become the property of Epson. The new items assume the remaining warranty period of the original Product. The replacement parts may be new or remanufactured to Epson standards.

5. What this Plan Does Not Cover:

- a.** This Plan also does not cover damage to the product caused by parts or supplies not manufactured, distributed, or certified by Epson.
- b.** 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, software problems, or interaction with non-Epson products.
- c.** Any damage caused by use of non-Epson inks, ink cartridges, or ink delivery systems in the Printer.
- d.** Any damage caused by using non-Epson media or garments (unless the media or garments were expressly recommended by Epson).
- e.** Any damage, maintenance, or service arising from excessive or continuous use.
- f.** 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.
- g.** Any damage caused by installing the Printer next to a heat source or directly in the path of an air vent or air conditioner.
- h.** Service when the Printer is used outside the U.S., Canada, or Puerto Rico.
- i.** Service if the Printer label, logo, rating label, or serial number has been removed.
- j.** Any damage from service performed by other than an Epson-authorized servicer.
- k.** 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.
- l.** Any cosmetic damage or wear to product casings or covers.
- m.** Any color change or fading of printed media, garments, or reimbursement of materials or services required for reprinting.
- n.** Any product or parts purchased as used, refurbished, or reconditioned.

6. Product Specific Exclusions:

- a. During the term of this Plan, parts and labor costs are covered for a maximum of one (1) print head. Thereafter, only labor costs for print head replacement will be covered. The customer is responsible for purchasing any additional replacement print heads.
- b. Any damage caused by improper use, neglect, or improper performance of user-level maintenance as documented in the *User's Guide*. See the maintenance section of your *User's Guide* for in-depth maintenance instructions.
- c. Service required to return the Printer to operation if it has been turned off for an extended period and pre-storage maintenance was not performed (see your *User's Guide* for details).

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

F. Term and Cancellation

The term of the Plan shall begin, as applicable, either on the purchase date of the Plan, the expiration date of your existing Epson service plan, the expiration date of the Epson limited warranty, or for non-continuous coverage, the purchase date of your Plan indicated on the receipt ("**Plan Start Date**"). The Plan shall expire on the one (1)-year anniversary of such Plan Start Date. See Section C. Eligibility for the total possible aggregate number of years you may purchase.

1. You may not assign or transfer this Agreement without the prior and express written consent of Epson. Please contact Epson (email customer.inquires@ea.epson.com or call 562-276-1305) to request consent. Any other purported transfer or assignment shall be void.
2. The right to cancel only applies to the original purchaser of this Plan and may not be transferred or assigned.
3. You may cancel this Plan by submitting your cancellation request in writing to the Epson dealer that sold you this Plan, or to Epson if you purchased this Plan directly from Epson.
 - a. **Cancellation of plans:** For written notice of cancellation received on or before the thirtieth day after the Plan Start Date, customer will receive a 100% refund minus the cost of any service provided. Costs of service shall be determined based on Epson's time and materials rates ("**Service Costs**"). For written notice of cancellation received after the thirtieth day following the Plan Start

Date, customer will receive a pro rata refund based on the number of months remaining in the Plan's Term, minus any Service Costs, and discounts received.

4. Epson may also cancel this Plan. In that case, Epson shall provide you with a written notice no fewer than 30 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 nonpayment of the purchase price of the Plan, a material misrepresentation, or substantial breach of duties by you relating to the covered property or its use. If Epson cancels the Plan, you will receive a pro rata refund of what you paid for the Plan (for example, for a cancellation occurring halfway into the Plan's Term, you will be refunded one-half the amount you paid).
5. If you purchased this Plan directly from Epson and cancel the Plan in accordance with the terms of this Agreement and applicable law, Epson must remit a refund to you within 30 days. If Epson exceeds 30 days, then Epson is also required to pay you a penalty of ten percent (10%) per month for the unpaid amount due and owed to you. The right to cancel and receive a refund and this penalty payment only applies to the original purchaser of this Plan and may not be transferred or assigned.

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: The 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.