

EPPF3070INS

Epson PreferredSM Plus Commercial Installation Service

for the Epson® SureColor® F3070 Series Printers

Congratulations on your purchase of an Epson SureColor F3070 Series printer, and on your decision to purchase Epson Preferred Plus Commercial Installation for your printer. Epson Preferred Plus Commercial Installation Service will provide you with professional installation performed by an Epson-trained technician. A technician will install, configure, and test your printer, driver software, and any Epson accessories you purchased. You can be sure your printer will be installed according to Epson specifications and will be ready for production.

This document describes the terms of the installation service. **Please read it carefully.** In overview, Epson will do the following:

- Ship your Epson printer to you.
- Schedule installation during the installation site's local business hours.
- Provide site survey materials to ensure your location is ready for installation.
- Provide labor and travel expenses for hardware installation.
- Set up the printer in the pre-approved designated location.
- Verify functionality by following QC Sample Process
 - Use Epson-supplied media
 - Print Epson-supplied QC sample image
 - Assure Printer is working according to specifications
- Provide a brief customer orientation.

Follow these easy steps to schedule Epson Preferred Plus Commercial Installation.

Step 1: Have your serial number available:

Step 2: Call toll-free 888-377-6611.

Step 3: Follow the voice prompt instructions.

Step 4: Be prepared to work with the Technical Support Specialist to set up a time for installation.

Operating Hours: Monday through Friday, 6 AM to 6 PM, Pacific Time (Support hours are subject to change without notice.)

Terms and Conditions

Note: The fee for installation service is payable in full before installation will be scheduled and is nonrefundable. You are responsible for any taxes arising from the services provided.

A. Epson's Responsibilities

Epson America, Inc. ("**Epson**") or its designee will provide the installation service described in this document (the "**Service**") for each SureColor F3070 Series printer for which you have purchased installation. Epson's responsibilities are the following:

1. Send a site survey to the customer.
2. Schedule a time for printer delivery and unpacking in the designated area.
3. Schedule a time for installation after the printer is delivered and unpacked in the designated area.
4. Remove packaging materials.
5. Inspect the printer to make sure that no physical damage occurred during shipping.
6. Install printer hardware, ink system, and any optional accessories that ship with the printer.

7. Connect the printer to a computer over existing network infrastructure or USB using customer-supplied data cables.
8. Install Epson software on one (1) customer-supplied computer.
9. Install any necessary printer firmware updates.
10. Verify the printer is operational by following QC Sample Process.
11. Give customer a brief orientation (up to one hour).
 - a. Control panel navigation
 - b. Load media and ink
 - c. Perform basic printer maintenance
 - d. Provide a basic overview of Epson print software

B. Customer's Responsibilities

1. Pay the installation fee in full. Installation will not be scheduled until full payment has been received by Epson.
2. Contact Epson to schedule installation within 10 days of receiving the printer.
3. Make sure there are two 15-amp AC outlets close to the designated installation location.
4. Provide Internet access and a computer that meets the minimum requirements for installation:
 - a. PC running Windows® 8.1 x64 or higher, or a Macintosh running OS X 10.12 or higher
 - b. Multicore 2 GHz or better processor
 - c. 2 GB available memory (8 GB or more recommended)
 - d. 32 GB or more available hard drive space (SSD recommended)
5. Provide a Hi-Speed USB 2.0 cable, or an Ethernet 100Base-TX cable.
6. Provide a DHCP or static IP address for the printer (optional for connection over Ethernet).
7. Provide an XGA (1024 x 768) or higher display monitor.
8. Provide test media if additional testing is required.
9. Agree to Epson's software Terms of Use and End User License Agreement.

10. An adult must be present at all times while the Epson technician is on site.

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 the Epson service and related software. Epson's Privacy Policy is available at: <https://epson.com/privacy-policy>.

C. Exclusions from Service

The Service does not include any of the following. Epson may decline to do any of these, or may bill the customer at Epson's time and materials rates, if any excluded services are necessary to complete installation:

1. Move the printer to an inaccessible or unsuitable location.
2. Provide detailed instructions on using the printer. Detailed user information is available in the *User's Guide* or by calling Epson's Preferred Technical Support. (See your Limited Warranty booklet for Preferred Technical Support contact information.)
3. Make changes to existing network infrastructure or computers if they are not ready for printer installation.
4. Install printer in unsafe conditions, including those caused by hazardous or inadequate power receptacles, building structural problems, or dangerous environmental conditions.
5. Provide data cables to connect printer to an existing network.
6. Provide print media.
7. Install customer-provided software.
8. Repair any damage caused by customer mishandling or a previous installation not performed by Epson.
9. Wait on-site for any significant time because customer is not present or has not fulfilled all responsibilities related to the installation.

D. Other Limitations

1. This Service may not be available or may be delayed if the customer site is outside Epson's normal service area.
2. The Service is only available for purchase in the United States and Canada.
3. The Service does not cover any products or services outside those specified in this document.
4. You are responsible for backing-up or preserving any data on your systems prior to installation and technical support. Epson will not be liable for any loss of data arising from repairs or advice given on the use of the Epson provided software or services.

E. 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.

F. 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.

G. 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 SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

H. 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.