

Next Business Day Exchange Upgrade Plan

Dear Epson Customer,

Thank you for choosing the Epson Preferred Plus Premium Service and Support Plan. This extended service plan upgrades your standard Limited Warranty to next-day, product-exchange service, and provides you with one additional year of product-exchange service after the expiration of your Limited Warranty.

Please Register Right Away!

You must enroll in a Preferred Plus Service and Support Plan to receive your benefits. The enrollment card data will allow us to identify you as a Preferred Plus Member, and to extend priority Toll Free access. After verification of your enrollment card and data, Epson will return a Preferred Plus Plan acknowledgment detailing the effective dates of your continuing coverage. You will typically receive the acknowledgment within two to four weeks of Epson's receipt of your enrollment card.

How to Obtain Service

Our technical support representatives are available 6 AM to 6 PM (Pacific Time), Monday through Friday (hours are subject to change). Once you enroll, you will be provided a toll-free support telephone number. See the Terms and Conditions for complete details

Terms and Conditions

A. Epson's Responsibilities.

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

B. Fee; No Refund.

The fee for the Preferred Plus Service and Support Plan is payable in full, including all applicable taxes, before the Preferred Plus Service and Support Plan will be activated and is non-refundable. The fee for any renewal term shall be paid prior to the expiration of the current term.

C. Eligibility for Service.

1. Customer must purchase the Preferred Plus Service and Support Plan while the Scanner is covered under the Limited Warranty to be eligible for enrollment. See the documentation that came with your Scanner for the Limited Warranty plan. Customer must be prepared to submit proof of original purchase when purchasing the Preferred Plus Service and Support Plan.
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. Once the Preferred Plus Service and Support Plan is activated, please contact Epson if the Product requires repair, by using the toll-free number included with the acknowledgement verifying Plan purchase. The toll-free number will be answered between the hours of 6:00 AM and 6:00 PM Pacific time, Monday through Friday. Support hours are subject to change without notice.
2. Customer must provide Epson with the model and serial number of the Product, 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 according to the terms and conditions included in this document. 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 you have any problems gaining access to the toll-free telephone number, please contact (562) 276-4382 in the U.S. or (905) 709-3839 in Canada so we may resolve the problem.

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 to you, in exchange for the problem unit, a properly-functioning replacement unit of the same Product, for arrival by the next business day (next business day delivery cannot be guaranteed if the request for exchange is processed after 1:00 PM Pacific Time). At our option, we may replace a problem unit with a different product of equal or superior value. You are responsible for returning the problem unit within five (5) business 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 in such a case, you authorize us to charge your card for that cost. The replacement unit may be new or refurbished to the Epson standard of quality. 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. 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.
2. This Agreement excludes those services listed below. Customer agrees to be billed at Epson's standard rates if excluded services are necessary to restore Product to working condition and to pay such charges upon receipt of invoice. Services excluded from this Agreement are:
 - 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, any damage due to misuse, abuse, use outside of the specifications, improper installation or maintenance, improper packing or shipping, disasters such as fire, flood, lightning, improper electrical currents, software problems, or interaction with non-Epson products.

- c. Replacement of missing parts, the provision of retrofits, or preventative maintenance,
 - d. Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part.
 - e. Service or repair of covers, cabinets, lids or other non-operational or cosmetic components, consumables, and appearance parts or interior or exterior finishes.
 - f. Service or repair by other than Epson or its authorized service provider.
 - g. Service or repair on Product purchased or used outside the United States and Canada.
 - h. Service or repair on products or parts not manufactured and sold by Epson.
 - i. Service or repair of Product on which the Epson label or logo or the rating label or serial number have been defaced or removed.
3. 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.
4. If a claimed problem cannot be identified or reproduced in Service, you agree to pay for costs incurred.

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

1. The term of this Agreement shall begin on the date you pay the full fee and any applicable taxes for this Agreement, and continue until the date that is one year after expiration of the original Limited Warranty for your Product.
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 the time period covered by 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.

J. Warranty Disclaimer

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

K. 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 six 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 if such a delay is caused by an act of God, strike, governmental action or any cause beyond Epson'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.

L. 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.
2. **Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the County of Los Angeles, California, before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding. Neither party shall assert, participate in, or join class action or representative action claims against the other in arbitration or otherwise; a party shall only submit its own, individual claims in arbitration and not seek to represent the interests of any other person or entity. The arbitrator shall have no authority to decide any class or representative claim. 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.**
3. To the extent any provision of this Agreement is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining portions of this Agreement.

Epson America, Inc., 3840 Kilroy Airport Way, Long Beach, California 90806