

EPPSPB1 *One-Year Premium Upgrade*

for the Epson® SpectroProofer® Spectrophotometer

Welcome to Epson *PreferredSM Plus*

Dear Preferred Plus Member:

Congratulations on your choice to protect and support your Epson® SpectroProofer® Series products. With the purchase of our one-year Epson Preferred Plus Service and Support Plan ("Plan"), you will receive priority technical support and the convenience of having priority response if your product hardware problem cannot be remedied over the phone.

Please mail in your enrollment card right away. You must complete enrollment by filling out your enrollment card and mailing it back to us.

This Plan (sometimes referred to as the "Agreement") is a service plan which you have purchased from us to protect your Epson product, and which includes as part of that Plan, the completed enrollment card, your receipt for purchase of your Epson product and your receipt for purchase of the Plan.

This Plan is only available to customers who meet the program requirements, including prior continuous coverage under the original in-box warranty. The Epson SpectroProofer Series products are designed to be used exclusively with Epson Products, read below for additional Terms and Conditions.

Activation Instructions

Please mail in your enrollment card right away! You must enroll in a Preferred Plus Service Plan to receive your benefits. Simply complete and mail the original enrollment card (no copies), along with the dated proof of purchase for your Product.

We recommend you also complete this section and retain this document along with the return acknowledgment for your records.

Product Code: EPPSPB1

Certificate No.:

System Purchase Date: _____

Product Serial No.: _____

Date Enrollment Card Mailed: _____

EPSON AMERICA, INC.
ATTN: PREFERRED PLUS ENROLLMENT REP.
PO BOX 93012
LONG BEACH, CA 90809-9941

Toll free 888-377-6611, or 562-276-1305

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 this Agreement (the "**Service**") for the Epson SpectroProofer Series products for which you have purchased this service coverage (referred to as the "**Product**" in this document). Epson is the seller of this Plan, but you may have purchased this Plan from a dealer of Epson, in which case, the dealer is the seller of this Plan and you should keep the name and address of your dealer on file for your records. In any event, Epson is financially and legally obligated to perform service under this Agreement according to these terms.

Epson's obligations under this Plan are backed by the full faith and credit of Epson, with its principal place of business located at 3840 Kilroy Airport Way, Long Beach CA, 90806.

B. Fee

The fee for the Plan is payable in full before the Plan will be activated. Customer is responsible for any taxes arising for the services provided under this Agreement.

C. Eligibility

The Plan is only available to customers who purchase the Plan while the Product is covered under Epson's original manufacturer warranty. Customer must be prepared to submit proof of original purchase when purchasing the Plan. The Plan for Epson SpectroProofer Series product is currently available in the U.S., Canada and Puerto Rico. If you live outside the U.S., Canada or Puerto Rico, please call to confirm that your region is covered before purchasing this Plan.

D. How To Obtain Service

Customer may obtain Service by following these procedures:

1. Once the Plan is activated, please contact Epson when the Product requires repair, by calling Toll free 888-377-6611, or 562-276-1305.

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, the address where the defective Product is located, and a description of the problem. An Epson service technician will provide telephone diagnostic service to determine whether the Product requires hardware repair. If a defect is found and repair is required, Service will be provided under the terms and conditions set forth herein. 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 may elect to replace the Product with a model of equal or superior value.

E. Services Limited

1. Under this Plan, Epson will protect your Product against defects in workmanship and materials during the period of Service coverage.
2. If Service is needed, Epson will, at its option, exchange or repair the Product without charge for parts or labor. If Epson authorizes an exchange for the defective unit, Epson will ship a replacement Product to you, freight prepaid, so long as you use an address in the United States, Canada or Puerto Rico. Shipments to other locations will be made freight collect. You are responsible for securely packaging the defective unit and returning it to Epson within **five (5)** working days of receipt of the replacement. Epson requires a debit or a credit card number to secure the cost of the replacement Product in the event that you fail to return the defective one. If Epson authorizes repair instead of exchange, Epson will direct you to send your Product to Epson or its authorized service center, where the Product will be repaired and sent back to you. You are responsible for packing the Product and for all costs to and from the Epson authorized service center. When Service involves the exchange of the Product or a part, the item replaced becomes Epson's property. The replacement Product or part may be new or refurbished to the Epson standard of quality, and, at Epson's option, may be another model of like kind and quality. Exchanged products and parts will be covered under this Plan for the remaining Service coverage period.
3. 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. Standard Exclusions:

- 1) 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.
- 2) Any damage, maintenance or service arising from excessive or continuous use.
- 3) 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, such as, dealer or user-added boards, components, or cables.
- 4) Any damage caused by installing the product next to a heat source or directly in the path of an air vent or air conditioner.

- 5) Service when the Product is used outside the U.S., Canada or Puerto Rico.
- 6) Service where the Product label, logo, rating label, or serial number has been removed.
- 7) Any damage from service performed by other than an Epson Authorized Servicer.
- 8) Any service or replacement of consumable items or maintenance consumables, such as, ink cartridges, ink supply units, ink packs, pick-up rollers, ADF rollers.
- 9) Any cosmetic damage or wear to product casings or covers.
- 10) Any product or parts purchased as used, refurbished, or reconditioned.
- 11) Any damage caused by using improper packaging materials or improper packaging and shipping when returning a product for repair or replacement. You will be invoiced for such shipping damages to product.

b. Product Specific Exclusions:

- 1) Any damage caused by improper use, neglect or improper performance of user-level maintenance as documented in the *Setup and Maintenance Guide*. See the Maintenance section of your *Setup and Maintenance Guide* for in-depth maintenance instructions.
- 2) Reimbursement of materials or Services required for reprinting the output as a result of incorrect calibration of the SpectroProofer device.

Note: If a claimed defect cannot be identified or reproduced in Service, you will be held responsible for costs incurred. This extended Service contract is not transferable.

F. Term, Renewal, Cancellation and Refunds

1. The term of this Agreement shall begin on the expiration date of the limited warranty included with the Product and expire on the one-year anniversary date.
2. Plans are not renewable.
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.
4. You may cancel this Plan by informing Epson of your cancellation request within sixty (60) days of the purchase of the Plan and you will receive a one hundred percent (100%) refund of the full purchase price of your Plan, provided no claims have been paid. If your cancellation request is made more than sixty (60) days from the date of purchase or if a

claim has been paid, you will receive a pro-rata refund of the purchase price of your Plan, less any paid claims. Epson may also cancel this Plan. In that case, Epson shall provide you with a written notice at least fifteen (15) 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 non-payment 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 half way into the Plan's term, you will be refunded one-half the amount you paid). If you cancel the Plan as permitted by this Plan Agreement and applicable law, and Epson fails to refund the applicable amount to you within thirty (30) days, then Epson is also required to pay you a penalty of ten percent (10%) per month for the unpaid amount due and owing 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. DISCLAIMER OF WARRANTIES

EPSON'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO EITHER, AT EPSON'S OPTION, REPAIR OR REPLACEMENT AS SET FORTH ABOVE. 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.

H. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY

IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY 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 EPSON PRODUCT OR OBTAIN SERVICE UNDER THIS AGREEMENT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE ORIGINAL RETAIL 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.

I. Disputes, Arbitration, Governing Laws

1. Both you and Epson agree that any controversy or claim arising out of or relating to Epson products or services or this Agreement, shall be resolved by arbitration on an individual, non-class, non-representative basis, rather than in court. The arbitration shall be governed by the rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class or representative basis and under the rules set forth in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation, including but not limited to, any claim that all or any part is void or voidable. JAMS rules are available at <http://www.jamsadr.com> or by calling 1-800-352-5267. Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. If you wish, you may appear at the arbitration by phone. The arbitrator is bound by the terms of this Agreement.
2. **Pre-Arbitration Steps and Notice.** Before submitting a claim for arbitration, you agree to try, for sixty (60) days, to resolve any dispute informally by contacting us at customer.inquires@ea.epson.com. Please include your name, address and contact information, the facts giving rise to the dispute, and the relief requested. You agree to act in good faith to resolve the dispute, but if you and Epson do not reach a resolution within the sixty (60) days, you may commence an arbitration.
3. **Opt-out. You may elect to opt out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement by sending a written letter to Epson America, Inc., ATTN: Legal Department, 3840 Kilroy Airport Way, Long Beach, CA 90806, within thirty (30) days of your purchase of the Epson products and/or services that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section I. In the event that you opt out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to litigation.**
4. There is no judge or jury in arbitration and your grounds for appeal are limited, however, the arbitrator is empowered to grant relief and award you the same damages as a court could, including declaratory or injunctive relief. Judgment on the arbitration may be entered in any court having jurisdiction.
5. Notwithstanding the foregoing, you may bring an individual action in a small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

6. Notwithstanding the foregoing, we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of trademark, patent infringement, copyright, or trade secret.
7. Any action must be brought within one (1) year of the expiration or termination of the Plan.
8. If any provision in this Section I is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions. This means that if Section I (9) (below) is found to be unenforceable, the entire Section I (but only Section I) shall be null and void.
9. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.**
10. This Section I is governed by the Federal Arbitration Act.

J. Other Provisions

1. **Other Rights You May Have:** This Plan 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.
2. **Governing Law:** Except for claims subject to arbitration pursuant to Section I, you and Epson agree that the law of the state or country where you reside shall govern.
3. **Jurisdiction:** Except for claims subject to arbitration pursuant to Section I, in the event of a dispute you and Epson both consent to the jurisdiction of the courts in your state of residence or, if you do not reside in a state, then of the courts in Los Angeles County, California.

One-Year Preferred Plus Plan for Epson® SpectroProofer® Spectrophotometer

Product Code: **EPSPB1**

Certificate No:

Customer Name _____ Company Name _____

Address _____ City _____

State (U.S.)/Province (Canada) _____ Zip Code (U.S.)/Postal Code (Canada) _____

Phone Number _____ Email Address* _____

Product Serial Number _____ Product Purchase Date _____
(Must be within 1 year of Preferred Plan enrollment)

Customer Signature _____ Date _____
I have read and agree with the terms and conditions for the Preferred Plus Plan.

If dealer is completing this form, please indicate the following:

Dealer Name _____

Dealer Service Account Number _____ Dealer Phone Number _____

Periodically, Epson communicates with its customers to provide new product information, special discounts, and offers exclusive to Epson customers only. Would you like to be included:

☐ Yes, I would like to receive promotional emails about Epson products.

*For U.S. customers

By checking the box above, you are providing your consent to Epson America, Inc. ("Epson America"), doing business as Epson, so that we may send you promotional emails. You may withdraw your consent at any time. To contact Epson America, you may write to 3840 Kilroy Airport Way, Long Beach, CA 90806 or call 1-800-463-7766. To view our Privacy Policy, visit: www.epson.com/privacypolicy.

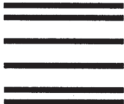
*For Canadian customers

By checking the box above, you are providing your consent to Epson Canada Limited ("Epson Canada"), doing business as Epson, so that we may send you promotional emails. You may withdraw your consent at any time. To contact Epson Canada, you may write to 185 Renfrew Drive, Markham, Ontario L3R 6G3 or call 1-800-463-7766. To view our Privacy Policy, visit: www.epson.ca/privacypolicy.

Please detach and complete this enrollment form. Then attach your proof of purchase to the inside, fold over the form, tape it closed and return it to Epson.

Epson® SpectroProofer® Spectrophotometer

Preferred Plus Plan Enrollment for



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 9415 LONG BEACH, CA

POSTAGE WILL BE PAID BY ADDRESSEE

EPSON AMERICA INC
ATTN: PREFERRED PLUS ENROLLMENT REPRESENTATIVE
PO BOX 93012
LONG BEACH CA 90809-9941

