EPSON

Epson Preferred Plus™ Exchange Commercial Service and Support Plan

for Out of Warranty SureColor® Series Printers

This Epson Preferred Plus Exchange Commercial Service and Support Plan ("**Plan**" or "**Agreement**") includes expert technical support and exchange service if the covered SureColor Series printer ("**Product**") has a hardware issue that cannot be remedied over the phone.

This Plan document, along with the receipt for the purchase of the Plan, governs the Service that you ("**Customer**") will receive from Epson to protect the Product.

This Plan is available only to Epson's commercial customers who meet the program requirements. It is intended for SureColor Series printers that are not covered by the limited warranty or an Epson extended service plan.

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

Service will be available under this Plan 14 days after it is activated ("Plan Start Date").

Cancellation options are set forth in Section F, Term, Cancellation, and Refunds.

Service Plan Highlights

- ★ Advanced exchange, with next business day shipping, as described in Section E, Subsection 3 ("**Response Time**")
- ★ One (1) year of coverage
- ★ Two-way shipping included

Term of the Plan: One (1) year of coverage from the Plan Start Date. The Plan could end sooner if the Product reaches its Use Limits.

Use Limits: See the table at the end of this Plan for model-specific information.[1]

We recommend Customer completes the section below and keeps this document along with the return acknowledgment, a copy of the receipt for purchase of this Plan, and the receipt for the purchase of the Product for Customer's records. An activation code and instructions will be emailed to Customer after Plan purchase.

Service Plan Product Code: _____

Activation Code: _____

Product Purchase Date: _____ MM/DD/YYYY

Product Serial No.: _____

Initial Product Installation Date: _____ MM/DD/YYYY

Plan Start Date: _____ MM/DD/YYYY

[1] Use limit information can be viewed on a status sheet printout and/or on the control panel display.

Terms and Conditions

A. Plan Overview

During the Term of the Plan, Epson America, Inc. ("**Epson**"), or its designee, will provide priority technical telephone support and other services described herein ("**Service**") for the Epson Product for which Customer has purchased a Plan. Epson will use commercially reasonable efforts to Service the Product in accordance with this Agreement.

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, USA. Epson is the seller of this Plan, but if Customer purchased this Plan from an Epson dealer, that party is the seller of this Plan and Customer should keep the name and address of the dealer on file for Customer's records.

B. Plan Fee

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

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

C. Eligibility

This Plan is offered to and intended only for Epson's commercial customers. It is purchasable exclusively for products that are not covered by the Epson limited warranty or an extended service plan. The Product must pass a virtual product inspection (VPI) and be registered to and connected to the Epson Cloud Solution PORT® system[1] to be eligible for coverage.

Customer may purchase service plans covering up to four (4) years on a year-to-year basis, or any combination thereof. Total coverage, including the original limited warranty and service plan(s), for a single Product serial number cannot exceed five (5) years from the initial Product purchase date. This Plan is not available for purchase for products that exceed the Use Limits which can be viewed on a status sheet printout and/or on the control panel display. Customer must be prepared to submit proof of original purchase of the Product.

Service coverage options may be available for Epson products that have exceeded their Use Limits (as listed in the table at the end of this Plan) or are older than five (5) years. Please contact Epson at (562) 276-1305 to discuss alternative service options. At Epson's discretion, products that have exceeded their Use Limits or are older than five (5) years, may become eligible for service coverage if they pass an operational inspection (inspection fees apply). Nonoperational products may become eligible for service coverage if they pass an operational inspection after they have been repaired at Epson's time and material rates. Repair estimates are available at Epson's time and materials rates. Please contact Epson regarding eligibility questions.

D. How to Obtain Service

1. Call (562) 276-1305 between the hours of 7:00 a.m. and 4:00 p.m., Pacific Time, Monday through Friday. Support hours are subject to change without notice.
2. Customer will be asked to provide Epson with the model and serial number of the Product, the address where it is located, and a description of the problem.

1 Connection to Epson Cloud Solution PORT system is not required for SureColor F170/F370/F570 Series.

E. Service and Limitations

Service described in this Agreement is separate from the limited warranty provided at the time of the Product's original purchase. This Agreement does not modify the terms and conditions of that limited warranty.

1. **What is Covered:** At its sole discretion, Epson agrees to provide Service if the Product becomes inoperable or unable to perform according to Epson specifications due to defects in workmanship or materials during the Term of the Plan. Each Plan, if used in the United States, Canada, or Puerto Rico, provides coverage for either (i) the Term of the Plan, or (ii) until the Product has exceeded the Use Limits, whichever occurs first. No other coverage is included. This Agreement covers only hardware and mechanical failures related to the parts and components of the Product.

2. **What Epson Will Do to Correct Problems:** Should the Product become inoperable or unable to perform its function according to Epson specifications during the Term of the Plan and before it has reached the Use Limits (whichever occurs first), an Epson technician will work with Customer to resolve the problem and determine whether the Product requires hardware service. If so, at Epson's sole discretion, exchange or repair will be used without charge for parts or labor.

   a. **Exchange:** If Epson authorizes exchange, Epson will ship a replacement product to Customer, freight prepaid, as long as Customer's address is in the United States, Canada, or Puerto Rico. (The replacement product will not include promotional materials, accessories, stands, documentation, manuals, software, or cables.) Customer must be able to receive, unpack, and install the replacement product, and prepare the defective Product for return shipment by following the procedures described in the *User's Guide* or documentation provided by Epson. Customer is responsible for securely packing the defective unit and returning it to Epson within seven (7) working days of receipt of the replacement. Epson requires a debit or a credit card number to secure the cost of the replacement product if Customer fails to return the defective one. The replacement product assumes the remaining Term of the Plan of the original Product.

   b. **Repair:** If Epson authorizes repair instead of exchange, Epson will direct Customer to send the Product to Epson or its authorized service center, where it will be repaired and sent back to Customer. Customer is responsible for packing the Product in original or equivalent packaging and for all postage or shipping 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. Replacement products or parts assume the remaining Term of the Plan of the original Product covered by this Plan.

3. **Response Time:** If Epson determines the Product requires Service before 1:00 p.m., Pacific Time, Epson will usually ship a replacement product to Customer's location within a business day. If that determination is made after 1:00 p.m., Pacific Time, shipment will usually take an additional business day. Shipments to remote areas may require longer delivery times. An adult must be available to accept the delivery.

4. **What This Plan Does Not Cover**

   a. On-site or in-house service and repair of the Product.

   b. Any damage caused by misuse, abuse, improper installation, or neglect; improper packaging or shipping; disasters such as fire, flood, or lightning; improper electrical currents, software problems, or interaction with non-Epson products.

   c. Any damage caused by using inks or ink delivery systems other than the Epson ink system for which the Product was designed.

d. Any damage caused by using non-Epson media (unless the media was expressly recommended by Epson).

e. Loss of data.

f. Any damage, maintenance, or service arising from excessive or continuous use.

g. 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.

h. Any damage caused by installing the Product next to a heat source or directly in the path of an air vent or air conditioner.

i. Service outside the United States, Canada, or Puerto Rico.

j. Service if the Product label, logo, rating label, or serial number has been removed.

k. Any damage from service performed by anyone other than an Epson-authorized servicer.

l. 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.

m. Any cosmetic damage or wear to Product casings or covers.

n. Accessories, paint, or refinishing of the Product.

o. Any color change or fading of printed media, or reimbursement of materials or services required for reprinting.

p. Any product or parts purchased as used, refurbished, or reconditioned.

q. Any damage caused by using improper packaging materials or improper packing and shipping when returning a Product for repair or replacement. Customer will be invoiced for such shipping damages to the Product.

r. Any problem or damage from Customer's failure to procure, install, or have maintenance performed on equipment or items not covered by this Agreement and on all non-Epson communications media and peripherals. This includes, without limitation, transmission lines, networks, and telephone equipment for data transmission; any electrical or mechanical work external to the Product; or maintenance, alterations, installation, deinstallation, and reinstallation of accessories, attachments, or other devices not furnished by Epson.

s. Any problem or damage from operator or user error.

t. Installation, deinstallation, or reinstallation of the Product.

u. Compensation for the consumption of supplies or maintenance consumables during diagnostics, troubleshooting, maintenance, or repair.

v. Enhancements to the form, fit, or function of the Product that may be represented in products sold by Epson at a later date.

5. Customer Responsibilities

a. Activate the Plan using instructions emailed to Customer after purchase.

b. Perform operator maintenance prescribed in the *User's Guide* on a regular basis. Failure to complete proper and timely maintenance may result in Product failure. Service to repair the Product due to improper maintenance will be invoiced at Epson's time and materials rates.

c. Operate the Product under suitable conditions, in compliance with environmental requirements, and within specification as documented in the *User's Guide*.

d. Unpack and install the replacement product. Pack the existing Product in the same or equivalent packaging and return to Epson using the shipping information supplied with the replacement product. If Customer does not ship the Product within seven (7) business days of receipt of the replacement, Customer will be charged for the full cost of the replacement product.

e. Customer may not record Service without Epson's prior written consent.

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

6. **Charge for Matters Not Covered:** Epson is obligated to provide Service only within the terms stated in this Plan. Any labor, parts, or expenses used or incurred by Epson to provide service beyond these terms shall be paid by Customer at Epson's time and materials rates. Epson shall invoice Customer in such case and each invoice is due 30 days from receipt.

7. **Unserviceable Product:** If Epson, after a commercially reasonable effort, is unable to provide Service, Epson may, at its discretion, offer a pro rata refund of the Plan amount paid, or that same pro rata Plan purchase amount may be used toward the purchase of a new product or a service plan for a new product.

F. Term, Cancellation, and Refunds

The Term of the Plan shall begin on the Plan Start Date. Unless earlier terminated as provided herein, the Plan shall expire on the one (1)-year anniversary of such Plan Start Date.

1. Customer 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. Customer may cancel this Plan by submitting a cancellation request in writing to the Epson dealer that sold Customer this Plan, or if this Plan was purchased directly from Epson to ATTN: Preferred Plus Cancellation, PO Box 93012, Long Beach, CA 90809-9941, USA.

   a. Cancellation of Plans: If Customer's written notice of cancellation is 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. Service costs shall be determined based on Epson's time and materials rates. If a written notice of cancellation is not received by the thirtieth day following the Plan Start Date, there is no refund.

4. Epson may also cancel this Plan. In that case, Epson shall provide Customer with a written notice no fewer than 30 days prior to such cancellation at Customer's 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 Customer relating to the covered property or its use. If Epson cancels the Plan, Customer will receive a pro rata refund of what Customer paid for the Plan (for example, for a cancellation occurring halfway into the Term of the Plan, Customer will be refunded one-half the amount Customer paid).

5. If Customer purchased this Plan directly from Epson and cancels the Plan in accordance with the terms of this Agreement and applicable law, Epson must remit a refund to Customer within

30 days. If Epson exceeds 30 days, then Epson is also required to pay Customer a penalty of 10% per month for the unpaid amount due and owed to Customer. 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 WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST 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:** This 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.

Service Plans

Use limit information can be viewed on a status sheet printout and/or on the control panel display.

Model	Service plan product code	Years of coverage	Printed sheets[1]	Sheet size	Carriage passes
F-Series					
SureColor F170 Series[2]	OWF100E1	1	6,000	A4	—
SureColor F370 Series[2]	OWF370E1	1	11,000	A3	—
SureColor F500 Series[2]	OWF500E1	1	10,000	A1	—
P-Series					
SureColor P700 Series	OWP700E1	1	12,000	A2	—
SureColor P800 Series	OWP800E1	1	12,000	A2	1,600,000
SureColor P900 Series	OWP900E1	1	12,000	A2	—
SureColor P5000 Series	OWP5000E1[3]	1	25,000	A2	3,000,000
T-Series					
SureColor T2100 Series	OWT2100E1	1	10,000	A1	—
SureColor T3100 Series	OWT3100E1	1	10,000	A1	—
SureColor T3100M Series	OWT3100ME1	1	10,000	A1	—
SureColor T3100x Series	OWT3100XE1	1	10,000	A1	—

[1] Printed sheets are calculated based on carriage passes.

[2] Connection to Epson Cloud Solution PORT system is not required.

[3] Available only in Canada.

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