

EPPT5400MS1

# One-Year Epson Preferred<sup>SM</sup> Plus Service and Support Plan

for the Epson® SureColor® T5400M Series Printers

## Welcome to the Epson Preferred Plus Service and Support Plan

Dear Preferred Plus Member:

Congratulations on your choice to protect and support your Epson SureColor T5400M Series Printer. With the purchase of our one-year Epson Preferred Plus Service and Support Plan, you will receive priority technical support and the convenience of having priority response if your Printer 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 (as defined in Section A and sometimes referred to as the "Agreement") is a service plan that 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. This Plan is offered to and intended only for our commercial customers of Epson SureColor T5400M Series Printers.

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

Complete and mail in the enrollment card. The enrollment card data will allow us to identify you as a Plan Member and provide you with our priority toll-free access and support privileges. After verification of your enrollment card and data, Epson will return a Plan acknowledgment detailing the effective dates of your coverage. You will typically receive the acknowledgment within two to four weeks of Epson's receipt of your enrollment card. **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.

## Activation Instructions

We recommend you also complete the section below and keep this document along with the return acknowledgment for your records, as well as a copy of your receipt for purchase of this service Plan, and the receipt for purchase of your product.

Product Code: EPPT5400MS1

Certificate No.:

Printer Purchase Date: \_\_\_\_\_

Printer Serial No.: \_\_\_\_\_

Date Enrollment Card Sent: \_\_\_\_\_

# 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 (“Printer” or “Product”). Should your Epson SureColor T5400M Series Printer prove defective during the period covered by the Plan, Epson will make commercially reasonable efforts to repair your Printer in accordance to the terms set forth herein. For purposes of this Agreement, “Plan” means this 1-year Epson Preferred Plus Service and Support Plan. The Plan’s term is limited to the time period purchased and the Printer’s number of printed sheets (see Table 1 below), whichever occurs first. The Plan is only available for purchase in 1-year increments for a maximum of 4 years (you may purchase 4 years of the Plan all at once or you may purchase the Plan on a year-to-year basis up to 4 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 3840 Kilroy Airport Way, Long Beach, CA 90806 (effective August 2020: 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.

Table 1: Maximum number of printed sheets

Model	Printed sheets
Epson SureColor T5400M Series Printer	15,000 A0-size sheets

## B. Fee

The fee for each Plan is payable in full before such Plan will be activated or before the expiration of a Plan then currently in effect. Customer is responsible for any taxes arising from the services provided under this Agreement.

## C. Eligibility

This Epson SureColor T5400M 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. The Plan is only available for purchase in 1-year increments for a maximum of 4 years (you may purchase 4 years of the Plan all at once or you may purchase the Plan on a year-to-year basis up to 4 years or any combination thereof.) A maximum of four 1-year Plans may be purchased

for the same product serial number, but Printers which have exceeded the maximum number of printed sheets as indicated in Table 1 are not eligible for coverage. Please contact Epson support for assistance to determine the number of printed sheets on your printer.

**Printers 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.

## D. How To Obtain Service

Customer may obtain Service by following the procedures below:

1. Once the Plan is activated, please call 888-377-6611 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. 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 service 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 with the Product at the time of sale. This Agreement does not modify the terms and conditions of that limited warranty.

1. **What Is Covered:** This Plan covers the Epson SureColor T5400M 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 reached the maximum number of printed sheets, whichever occurs first. A Plan is not transferable. No other coverage is included.
2. **What Epson Will Do To Correct Problems:** Should your Epson SureColor T5400M Series Printer prove defective during the Plan and before your Printer has reached the maximum number of printed sheets (whichever occurs first), an Epson service 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, the On-Site service program 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. **Unrepairable 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-rated refund of the service plan amount you paid, or that same pro-rated 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 that a warranted hardware defect requires repair and you are within Epson's on-site service territory, an Epson Authorized Servicer 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:** This Plan also does not cover damage to the Epson product caused by parts or supplies not manufactured, distributed, or certified by Epson. This Plan does not cover normal wear and tear. Consumables, supplies, accessories, other expendable items—such as, rollers or pads and items identified as being replaceable by the user in the *User's Guide*—are also not covered under this Plan. Consumables are items that wear out under normal use and must be replaced by the end user as needed. Customer agrees to be billed at Epson's standard rates if the excluded services are necessary to restore Product to working conditions and to pay such charges upon receipt of invoice. Services not covered by or excluded from this Plan are:
  - a. 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.
  - b. Any damage caused by use of non-Epson inks, ink cartridges, or ink delivery systems in the Printer.
  - c. Any damage caused by using non-Epson media (except for media expressly recommended by Epson).
    - d. Any damage, maintenance, or service arising from excessive or continuous use.
    - e. 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.
    - f. Any damage caused by installing the Printer next to a heat source or directly in the path of an air vent or air conditioner.
    - g. Service when the Printer is used outside the U.S., Canada, or Puerto Rico.
    - h. Service when the Printer label, logo, rating label, or serial number has been removed.
    - i. Any damage from service performed by other than an Epson Authorized Servicer.
    - j. 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.
    - k. Any cosmetic damage or wear to product casings or covers.
    - l. Any color change or fading of printed media, garments, or reimbursement of materials or services required for reprinting.
    - m. Any product or parts purchased as used, refurbished, or reconditioned.
    - n. 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.
6. **Product Specific Exclusions:**
  - a. There is no Plan coverage once the Printer has reached the maximum number of printed sheets per the applicable series, regardless of whether such maximum number of printed sheets occurred during the current Plan year or any other year.
  - 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.

**Note:** If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

## F. Term, Renewal, and Cancellation

The term of the Plan shall begin, as applicable, either on the expiration date of the Epson Limited Warranty, the Epson service plan, or for non-continuous coverage, the purchase date of your Plan indicated on your receipt ("Plan Effective Date") and shall expire on the one-year anniversary of such Plan Effective Date. The total possible aggregate number of years that you may purchase the Plan is four (4) years (i.e. four 1-year Plans).

1. You may not assign or transfer this Agreement without the prior and express written consent of Epson. Please contact Epson (customer.inquires@ea.epson.com or call 888-377-6611) to request consent. Any other purported transfer or assignment shall be void.
2. You may cancel this Plan by informing Epson of your cancellation at any time. 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 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, minus any costs for claims that 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 halfway 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 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. 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.

## 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 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 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](mailto: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 (effective August 2020: 3131 Katella Ave., Los Alamitos, CA 90720), 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.



# Preferred Plus Plan Enrollment

## One-Year Preferred Plus Plan for Epson® SureColor® T5400M Series Printers

Product Code: **EPPT5400MS1** 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 \_\_\_\_\_ Print Engine Purchase Date \_\_\_\_\_

*(Must be within 1 year of Preferred Plus enrollment)*

Are you renewing an existing agreement?  Yes  No If Yes, please indicate certificate number \_\_\_\_\_

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.

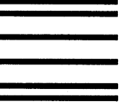
**\*For U.S. customers**

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 P.O. Box 93012, Long Beach, CA 90809-3012 or call 1-800-463-7766. To view our Privacy Policy, visit: [www.epson.com/privacy](http://www.epson.com/privacy) policy.

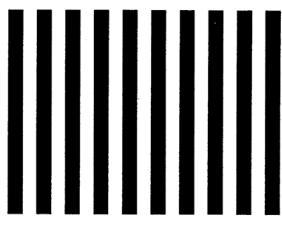
**\*For Canadian customers**

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/privacy](http://www.epson.ca/privacy) policy.





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UNITED STATES



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



**Preferred Plus Plan Enrollment for  
Epson® SureColor® T5400M Series Printers**

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.