

*EPPF3070INS*

# *Epson Preferred Commercial Installation Program*

for the Epson<sup>®</sup> SureColor<sup>®</sup> F3070 Series Printers

Congratulations on your purchase of an Epson SureColor F3070 series printer, and on your decision to purchase Epson Preferred Commercial Installation for your printer. Epson Preferred Commercial Installation service will provide you with professional installation performed by an Epson-trained technician. An Epson-certified 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 performing a test print.
- Provide a brief customer orientation.

Follow these easy steps to schedule Epson Preferred Commercial Installation.

**Step 1:** Have your serial number available:

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**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. Inspect the printer to make sure that no physical damage occurred during shipping.
5. Install printer hardware, ink system, and any optional accessories that ship with the printer.
6. Connect the printer to a computer over existing network infrastructure or USB using customer-supplied data cables.
7. Install Epson software.
8. Verify the printer is operational.
9. Give customer a brief operational orientation on how to use the control panel, load media and ink, and perform basic printer maintenance.

If the printer was damaged in shipment, a separate service call will be scheduled, at no charge to the customer, and installation will be rescheduled after the printer has been repaired.

## 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 an XGA (1024 x 768) or higher display monitor.
7. Agree to Epson's software Terms of Use and End User License Agreement.
8. 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 standard 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. Remove packing materials from the site.
8. Install customer-provided software.
9. Repair any damage caused by customer mishandling or a previous installation not performed by Epson.
10. 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. 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.

#### F. 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, 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 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 PROGRAM. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

#### G. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

1. **Disputes.** The terms of this Section G shall apply to all Disputes between you and Epson. The term "Dispute" is meant to have the broadest meaning permissible under law or in equity and includes any dispute, claim, controversy, or action between you and Epson arising out of or relating to this Agreement (including its formation, performance, or breach), the Software, Epson Hardware, the parties' relationship with each other, and/or any other transaction involving you and Epson, whether in contract, or with respect to warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. However, a "Dispute" does not include a claim or cause of action for (a) trademark infringement or dilution, (b) patent infringement, (c) copyright infringement or misuse, or (d) trade secret misappropriation (an "IP Claim"). You and Epson also agree, notwithstanding Section G that a court, not an arbitrator, may decide if a claim or cause of action is for an IP Claim.
2. **Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Section G, you and Epson agree to try, for sixty (60) days, to resolve any Dispute informally. If Epson and you do not reach an agreement to resolve the Dispute within the sixty (60) days, you or Epson may commence an arbitration in accordance with Section G(6). Notice to Epson must be addressed to: Epson America, Inc., ATTN: Legal Department, 3131 Katella Ave., Los Alamitos, CA 90720. Any notice of the Dispute shall include the sender's name, address and contact information, the facts giving rise to the Dispute, and the relief requested. Any notice sent to you will be sent to the most recent address Epson has in its records for you. For this reason, it

is important to notify us if your address changes by emailing us at [EAlegal@ea.epson.com](mailto:EAlegal@ea.epson.com) or writing us at the address above. You and Epson agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section G(2).

3. **Binding Arbitration.** If we do not reach an agreed upon solution within a period of sixty (60) days from the time informal dispute resolution is pursued pursuant to Section G(2) above, then either party may initiate binding arbitration. You and Epson agree that all Disputes shall be resolved by binding arbitration according to this Agreement. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR RIGHT TO DISCOVERY AND GROUNDS FOR APPEAL ARE MORE LIMITED THAN IN COURT.** Pursuant to this Agreement, binding arbitration shall be administered by JAMS, a nationally recognized arbitration provider, pursuant to the JAMS Streamlined Arbitration Rules and Procedures or its applicable code of procedures then in effect for consumer related disputes, but excluding any rules that permit class arbitration (for more detail on procedure, see Section G(6) below). You and Epson understand and agree that (a) the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) governs the interpretation and enforcement of this Section G, (b) this Agreement memorializes a transaction in interstate commerce, and (c) this Section G shall survive termination of this Agreement.
4. **Exception—Small Claims Court.** Notwithstanding the parties' agreement to resolve disputes through arbitration, you or we may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.
5. **WAIVER OF CLASS ACTION AND CLASS ARBITRATION. YOU AND EPSON AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR CLASS ARBITRATION. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth herein shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.**
6. **Arbitration Procedure.** If you or Epson commences arbitration, the arbitration shall be governed by the JAMS Streamlined Arbitration Rules and Procedures or the applicable rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this Agreement. All Disputes shall be resolved by a single neutral arbitrator, which shall be selected in accordance with the JAMS Streamlined Arbitration Rules and Procedures, and both parties shall have

a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for an IP Claim, which is excluded from the definition of "Disputes" in Section G(1) above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. In some instances, the costs of arbitration can exceed the costs of litigation, and the right to discovery may be more limited in arbitration than in court. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The arbitrator's award is binding and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone or, if you and we both agree, to conduct it online, in lieu of appearing live. Arbitration hearings not conducted by telephone or online shall take place in a location reasonably accessible from your primary residence, or in Orange County, California, at your option.

a. **Initiation of Arbitration Proceeding.** If either you or Epson decides to arbitrate a Dispute, both parties agree to the following procedure:

i. **Write a Demand for Arbitration.** The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").

ii. **Send three (3) copies of the Demand for Arbitration,** plus the appropriate filing fee, to: JAMS, 500 North State College Blvd., Suite 600 Orange, CA 92868, U.S.A.

iii. **Send one (1) copy of the Demand for Arbitration to the other party** (at the same address as the notice of a dispute, above in Section G(2)), or as otherwise agreed by the parties.

b. **Hearing Format.** During the arbitration, the amount of any settlement offer made shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Epson is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

7. **30 Day Opt-out Right.** You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class proceedings set forth in Section G of this Agreement by sending a written letter to the Epson address listed above in Section G(2) within thirty (30) days of your assent to this Agreement 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 proceedings specified in this Section G. In the event that you opt-out consistent with the procedure set forth above, all other terms set forth in the Agreement shall continue to apply, including the requirement to provide notice prior to litigation. If you opt-out of these arbitration provisions, Epson will also not be bound by them.

8. **Amendments to Section G.** Notwithstanding any provision in this Agreement to the contrary, you and Epson agree that if Epson makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Epson's address) in this Agreement, Epson will obtain your affirmative assent to the applicable amendment. If you do not affirmatively assent to the applicable amendment, you are agreeing that you will arbitrate any Dispute between the parties in accordance with the language of this Section G (or resolve disputes as provided for in Section G(7), if you timely elected to opt-out when you first assented to this Agreement).

9. **Severability.** If any provision in this Section G 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 actions as provided in Section G(5). This means that if Section G(5) is found to be unenforceable, the entire Section G (but only Section G) shall be null and void.**

#### H. Other Provisions

1. **Other Rights You May Have:** The Epson Preferred Commercial Installation Program 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 G, 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 G, 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 Orange County, California.