

*EPPF3070SS5*

# *Five-Year Epson Preferred<sup>SM</sup> Plus Commercial Service and Support Plan with Print Head Self-Service*

for the Epson® SureColor® F3070 Series Printers

## *Welcome*

Dear Preferred Plus Member:

Congratulations on your choice to protect and support your Epson SureColor F3070 Series Printer. With the purchase of our five-year Epson Preferred Plus Commercial Service and Support Plan with Print Head Self-Service, 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 the enrollment card right away. You must complete enrollment by filling out the enrollment card and mailing it back to us.

This Plan (as defined in Section A below 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.

Print heads are not included under this Plan. Customers are responsible for purchasing and replacing print heads as part of this print head self-service Plan. The cost of the print head and labor for print head replacement is the customer's responsibility.

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 F3070 Series Printers.

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

Complete and mail in our 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: EPPF3070SS5

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”). Under this Plan, print head replacement is considered a self-service item and customer will be trained to replace self-serviceable print heads. Epson will make commercially reasonable efforts to repair your Printer should it prove to be defective, in accordance with the terms set forth herein. For purposes of this Agreement, “Plan” means this 5-year Epson Preferred Plus Commercial Service and Support Plan with Print Head Self-Service. The Plan’s term is limited to the time period purchased, or the Printer’s maximum number of prints or carriage passes (see Table 1 below), whichever occurs first.

If your Printer exceeds the number of prints or carriage passes in the table below during the term of this Plan, you have the option of purchasing a one-time, on-site refurbishment at Epson’s then current time and material rates. If you choose this option, the Plan will continue to be in effect until the expiration of the term or the maximum prints or carriage passes are exceeded a second time, whichever comes first.

### Self-Service Print Head Replacement:

- Customer can purchase replacement print heads at a reduced cost.
- Customer will be trained to perform self-service replacement of print heads.
- Customer performs replacement; labor for print head replacement is the customer’s responsibility.
- If customer purchases a single Printer with this Plan, two print heads may be carried for self-service replacement. If the customer purchases two or more Printers and this service plan for each printer, up to a maximum number of eight total print heads may be carried for self-service replacement.
- Print heads have a limited parts warranty of 90 days from shipment date.
- Printer must have Internet connectivity when it is set up and when the customer replaces a print head. Epson recommends that the Printer have a full-time Internet connection to allow customer to access advanced Printer-management features.
- Removed print heads must be returned to Epson. If customer fails to return used print heads, Epson may refuse to extend future print head discounts.

**Note: the expected life of a print head is 120,000 prints for color print heads and 60,000 prints for white print heads.**

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. 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 prints and carriage passes (viewable in the Status menu)

Model	Prints	Carriage passes
SureColor F3070 Series Printer	360,000	19,800,000

## B. Fee

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

## C. Eligibility

This Epson SureColor F3070 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. To utilize this plan, customer must sign up for an Epson Cloud Solution PORT account.\* Customer must be prepared to submit proof of original purchase, a dated sales invoice to the end customer, and proof of purchase for the purchase of the Plan. The Plan is not renewable. Printers which have exceeded the maximum number of prints or carriage passes indicated in Table 1 are not eligible for coverage.

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 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.

\* 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 to the Epson service and related software. Epson’s Privacy Policy is available at: <https://epson.com/privacy-policy>.

#### D. How To Obtain Service

Customer may obtain Service by following these procedures:

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 F3070 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) five years of coverage from the Plan Effective Date, or (ii) until your Product has reached the maximum number of prints, or (iii) until your Product has reached the maximum number of carriage passes, whichever occurs first. Print heads are not included and print head replacement (cost of print head itself and labor) are considered self-service items for which the customer is responsible. A Plan is not transferable. No other coverage is included.
2. **What Epson Will Do To Correct Problems:** Should your Epson SureColor F3070 Series Printer prove defective during the Plan and before your Printer has reached the maximum number of prints or carriage passes (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 prorated refund of the service plan amount you paid, or that same prorated 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 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. Other items that are not covered are listed below. 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 include:
  - 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 or garments (unless the media or garments were 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. Customer is responsible for purchasing and replacing print heads.
- 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.
- c. Service required to return the Printer to operation if it has been turned off for an extended period and pre-storage maintenance was not performed (see your *User's Guide* for details).
- d. Damage caused by improper self-service or print head replacement.

**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 on the expiration date of the Epson Limited Warranty ("Plan Effective Date") and shall expire on the five-year anniversary of such Plan Effective Date. This Plan is not renewable.

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. 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 [EAILEgal@ea.epson.com](mailto:EAILEgal@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. 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.

## I. 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.

## J. Other Provisions

1. **Other Rights You May Have:** The Epson Preferred Plus Commercial Service and Support Plan with Print Head Self-Service 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.