

# 2-Year Extended Service Plan

## ***EPPEXPD2 Two-Year Extended Return for Repair Service Plan for Epson® Large Venue High Lumen Laser Projectors***

Dear Epson Customer,

Thank you for choosing this Epson Preferred Plus Premium Protection and Support Plan (“Plan”) for your Epson Large Venue High Lumen Laser projector. With the purchase and activation of this plan, Epson will provide you with continued priority technical support, and repair if an Epson call technician cannot remedy the problem over the phone.

**Note:** Prior to purchasing this plan, please read the Terms and Conditions and *User’s Guide* as coverage is dependent on both years of coverage and hours of use. See section A under Terms and Conditions for further explanation.

### **Activation Instructions**

Complete and mail in your enrollment card. Please include proofs of purchase for your projector and for your extended service Plan. The enrollment card will allow us to identify you as a Plan member, and to provide you with priority toll free access and support privileges. After verification of your enrollment card, 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.

We recommend you make a photocopy of your enrollment card and keep it with the return acknowledgment for your records, along with a copy of your receipt for purchase of this service plan and the receipt for purchase of your Product.

### **Terms & Conditions**

#### **A. Epson’s Responsibilities**

During the term of this Agreement, Epson America, Inc. (“Epson”), or its designee will provide priority telephone technical support and the other services described in these Terms and Conditions (the “Service”) for the Epson laser projector for which you have purchased this Plan (referred to as the “Projector” or the “Product” in this document). Epson is financially and legally obligated to perform service under this Agreement.

If repair is required, Epson will provide service during the term of the Plan according to the terms and conditions of the limited warranty included with the Product at the time of purchase. This Plan does not change the terms of the original limited warranty. Please refer to the limited warranty statement for details.

**Note:** This Plan extends the number of years set forth under the original limited warranty, but not the hours of usage (e.g.: 3 years or 20,000 hours, whichever occurs first). For example, your projector will no longer be covered if your hours of usage have exceeded 20,000 hours. This applies to both your original limited warranty and to this Plan. If you reach the warranted usage hours under the original limited warranty, this

Plan will not come into effect at all. For clarity, you should evaluate the estimated hours of usage prior to purchasing this Plan. Please refer to the *User's Guide* to check the hours of usage.

#### **B. Fee**

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

#### **C. Eligibility**

1. This Plan is only available for purchase while your Projector is covered by Epson's original limited warranty.
2. You will not be eligible to purchase this Plan if you have exceeded the warranted usage hours under the original limited warranty.
3. You must be prepared to submit proof of original purchase when purchasing the Plan.
4. This Plan is currently available only in the U.S., Canada, or Puerto Rico.
5. We reserve the right to require an inspection of the Product at your expense prior to the acceptance of this Plan to verify that the Product is in an unaltered, operable condition and in good working order suitable for normal use.
6. Acceptance of this Plan is conditional on your payment in full of the Plan fee and any applicable taxes.

#### **D. How to Obtain Service**

1. Once the Plan is activated, you may obtain Service for the Product, or request additional information, by contacting the Epson Connection<sup>SM</sup> at (800) 637-7661. Our technical specialists are available 6 AM to 8 PM, Monday through Friday, and 7AM to 4 PM on Saturday (Pacific Time). Support hours are subject to change without notice.
2. You must provide Epson with the model and serial number of the Product, the address where the defective Product is located, and a description of the problem. An Epson service technician will provide telephone diagnostic service to determine whether the Product requires hardware repair. If a defect is found and return for repair is required, Epson will send you packing material and instructions so that you can send your Product to Epson or its authorized service center. Epson will repair the Product without charge for parts, labor, or shipping, and return it to you. If Service cannot be provided on the Product for any reason during the term of this Plan and Epson no longer sells the same model, Epson may elect to replace the Product with a model of like kind and quality. You must present this Plan or a copy when you request Service for the Product.

#### **E. Service Limited**

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

## **F. Services and Parts Excluded**

1. This Agreement excludes:
  - a) On-site or in-house service and repair of the Product
  - b) Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage including, without limitation, loss or damage due to misuse, abuse, use outside of the specifications, or improper installation or maintenance
  - c) Replacement of missing parts, the provision of retrofits, or scheduled preventative maintenance
  - d) Installation or removal of the Projector
  - e) Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part
  - f) Service or repair of covers, cabinets, lids or other non-operational and cosmetic components, and consumables such as filters, or appearance parts, or interior or exterior finishes
  - g) Service or repair made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Epson, power failures, surges, or shortages, improper shipping, common carrier equipment and/or facilities
  - h) Service or repair by persons other than those trained by Epson to service the Product
  - i) Service or repair on Products purchased and/or used outside the United States, Canada, or Puerto Rico
  - j) Service or repair of third party products not manufactured and sold by Epson
  - k) Service or repair of Products on which the Epson label or logo or the rating label or serial number has been defaced or removed
  - l) Service or repair made necessary by use of or damage caused by third party products
  - m) Any damage caused by using improper packaging materials or improper packaging and shipping
2. If you authorize an Epson Customer Care Center to perform any services excluded under this Agreement, you agree to pay the Customer Care Center its usual and customary fees for such work.
3. If a claimed problem cannot be identified or reproduced in Service, you agree to pay for costs incurred upon receipt of an invoice.

## **G. Term, Renewal, Cancellation and Refunds**

1. The term of this Plan shall begin on the expiration date of the limited warranty included with the Product and expire on the two-year anniversary date. The term of the Plan shall also be subject to the limitation on the originally warranted number of usage hours.
2. We may renew the Plan; however, we are not obligated to do so. We are also not obligated to accept a Plan renewal order. We also reserve the right to modify the terms and conditions applicable to any renewal and to change the renewal fees. No renewal of extended service is available if your previous service contracts plus the original limited warranty has reached a cumulative total of five years.
3. You may not assign or transfer this Agreement without the prior and express written consent of Epson. Any other purported transfer or assignment shall be void.
4. You may cancel this Plan by informing Epson of your cancellation request within sixty (60) days of the purchase of the Plan and you will receive a one hundred percent (100%) refund of the full purchase price of your Plan, provided no claims have been paid. If your cancellation request is made more than sixty (60) days from the date of purchase or if a claim has been paid, you will receive a pro-rata refund of the purchase price of your Plan, less any paid claims. Epson may also cancel this Plan. In that case, Epson shall provide you with a written notice at least fifteen (15) days prior to such cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is non-payment of the purchase price of the Plan, a material misrepresentation or substantial breach of duties by you relating to the covered property or its use. If Epson cancels the Plan, you will receive a pro-rata refund of what you paid for the plan (for example, for a cancellation occurring half way into the plan's term, you will be refunded one-half the amount you paid). If you cancel the Plan as permitted by this plan Agreement and applicable law, and Epson fails to refund the applicable amount to you within thirty (30) days, then Epson is also required to pay you a penalty of ten

percent (10%) per month for the unpaid amount due and owing to you. The right to cancel and receive a refund and this penalty payment only applies to the original purchaser of this Plan and may not be transferred or assigned.

#### **H. 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, REPLACE THE EPSON PRODUCT OR 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 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. 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, 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 J. 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 J 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 J (9) (below) is found to be unenforceable, the entire Section J (but only Section J) 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 J is governed by the Federal Arbitration Act.

#### **L. 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 J, 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 J, 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.

Epson America, Inc., 3840 Kilroy Airport Way, Long Beach, California 90806.