

EPPCWC6500S1

On-Site Commercial Service and Support Plan (One Year)

for the Epson[®] ColorWorks[®] C6500 Series Inkjet Label Printers

Welcome

Congratulations on your choice to protect and support your Epson ColorWorks C6500 Series Inkjet Label Printer ("**Product**"). With the purchase of the Epson ColorWorks On-Site Commercial Service and Support Plan (the "**Plan**" or "**Agreement**"), you will receive expert technical support and the convenience of having priority on-site service response from Epson field service specialists.

This Plan document, along with your receipt for the purchase of the Plan, governs the service that you will receive from us to protect your Product.

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 ColorWorks C6500 Series Inkjet Label Printers.

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

Your cancellation options are set forth in Section F. Term and Cancellation.

We recommend you keep a copy of this Plan and copies of your purchase receipts for this Plan and the Product.

Service Plan Highlights

- ★ On-site next business day response ("**Response Time**")
- ★ One (1)-year Plan (12 months of coverage)
- ★ Service parts, including comprehensive print head replacement coverage. The replacement of any part will be at Epson's sole discretion.
- ★ Labor costs included
- ★ Travel costs included

Term: One (1) year or twelve (12) months from the Plan Start Date, but the Plan could end sooner if your Product reaches the Use Limits.

Use Limits: 20,000,000 printed centimeters or 6,000,000 carriage passes, whichever occurs first.

Please complete the Product Information section below for your records.

Product Code: EPPCWC6500S1

Profile No.: _____

Product Purchase Date: _____

Product Serial No.: _____

Initial Product Installation Date: _____

Terms and Conditions

A. Plan Overview

During the Term of this Plan (as defined in the Service Plan Highlights), 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 you have purchased a Plan. Epson will use commercially reasonable efforts to repair your Product in accordance with this Agreement. The Plan’s Term is as defined in the Service Plan Highlights.

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

B. Plan Fee

The fee for each Plan is payable in full before the 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.

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

C. Eligibility

This 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 an Epson extended service plan to maintain continuous coverage. The Plan is only available in the United States or Canada. Customer must be prepared to submit proof of original purchase for the first-time purchase of the Plan.

If your product includes a one (1) year on-site limited warranty, you may purchase a maximum of four (4) additional years of coverage. If your product does **not** include a one (1) year on-site limited warranty, you may purchase a maximum of (5) additional years of coverage. In either case, five (5) years of on-site coverage is the maximum for the same product serial number. This Plan is not available for purchase for Products that exceed the Use Limits¹.

Products in excess of Use Limits or with noncontinuous coverage: If you are interested in purchasing a service plan from Epson and you have not had continuous coverage (i.e., your limited warranty or service plan has expired), or your Product is older than five (5) years, please contact Epson to discuss alternate service options (562-276-1340). At Epson’s discretion, Products with noncontinuous coverage, or that are older than five (5) years, may become eligible for service coverage upon passing an operational inspection (inspection fees apply). Products that are

nonoperational may become eligible for service coverage after repairs have been made at time and materials rates and upon passing an operational inspection. Repair estimates are available at time and materials rates. Please contact Epson if you have eligibility questions.

D. How to Obtain Service

1. Once the Plan is activated, you may call 562-276-1340 between the hours of 6:00 AM and 6:00 PM, Pacific Time, Monday through Friday, for support. 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 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 according to this Agreement.

E. Services Limited

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

1. **What Is Covered:** This Plan covers the Product against defects in workmanship and materials during the Plan coverage period. Each Plan, if used in the United States or Canada, provides coverage for either (i) one (1) year of coverage from the Plan Effective Date, or (ii) until your Product has exceeded the Use Limits, whichever occurs first. A Plan is not transferable. No other coverage is included.
 - a. **Service Parts Coverage:** Epson will provide parts required for covered repair work as determined by Epson at its sole discretion. You will be responsible for purchasing any consumable items necessary for the repair, as indicated in the online *User’s Guide*.
 - b. **On-Site Response:** If Epson determines that your Product requires repair and you are within Epson’s on-site service territory, Epson or an Epson-authorized servicer will be contacted to make the repair at your facility.
 - c. **Response Time:** Epson will usually dispatch repair parts and a field service specialist to your location within the defined Response Time 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 take an additional business day. An adult must be available to accept the parts delivery and be present at all times while a field service specialist is on-site.

¹See Service Plan Highlights for “Use Limits.” Printer use can be viewed in the PrinterSetting Utility under Printer Information.

d. Parts Shipment: 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, and the replacement items assume the remaining Term of the Plan. Replacement parts may be new or remanufactured to Epson standards.

e. Exchange Response: In the event on-site service is unavailable, Epson may, at its sole discretion, elect to exchange the Product.

f. Software and Firmware: Where remote (electronic) access is provided, software upgrades and firmware upgrades, when available and of practical file size, shall be provided via electronic download. In all other cases, the software will be provided on the applicable media. Methods of delivery will be at Epson's sole discretion.

- 2. What Epson Will Do to Correct Problems:** Should your Product become inoperable or unable to perform its function according to specifications while it is covered under the Plan, an Epson service technician will work with you to resolve the problem and, if your Product needs repair, diagnose the issue and determine what parts may be required. If service is required, on-site services will be utilized at Epson's discretion.

If service is required, but on-site service is not available, Epson will, at its option, exchange the Product without charge for parts or labor. If Epson authorizes an exchange for the defective Product, Epson will ship a replacement Product to you, freight prepaid, as long as you use an address in the United States or Canada. (The replacement Product will not include promotional materials, accessories, stands, documentation, manuals, software, or cables.) Epson requires a debit or a credit card number to secure the cost of the replacement Product in the event that you fail to return the defective one.

Epson's Service Availability Period is 8:00 AM to 5:00 PM, Monday to Friday, local time (i.e., Product location), excluding Epson holidays ("**Service Availability Period**"). Epson may change this period without notice. Upon your request and Epson's prior approval, Epson will provide on-site service outside the Service Availability Period at Epson's time and materials rates.

3. What This Plan Does Not Cover:

- a. This Plan does not cover damage to the Product caused by parts or supplies not manufactured, distributed, or certified by Epson.
- b. This Plan does not cover consumables, supplies, accessories, and other expendable items identified as being replaceable by the user in the online *User's Guide*.

Consumables are items that wear out under normal use and must be replaced by the end user as needed.

- c. This Plan does not cover any cosmetic damage or wear to product casings or covers.
- d. This Plan does not cover any problem or damage caused by using non-Epson ink with the Product, or any ink delivery system other than the system built into the Product.
- e. This Plan does not cover any problem or damage due to the quality of media used. This may include, for example, damage to the Product's print head caused by media imperfections such as variations in thickness, improper storage of media before use in the Product, or improper installation or setting of media in the Product.
- f. This Plan does not cover any problem or damage caused by third-party software, applications, parts, components, or peripheral devices not provided by Epson, or any issues due to using supplies that do not meet Epson specifications.
- g. This Plan does not cover any problems or damage caused by your failure to perform user-level maintenance as documented in the online *User's Guide*. This includes issues caused by improperly performing user-level maintenance. See the Maintenance section of your online *User's Guide* for in-depth maintenance instructions.
- h. This Plan does not cover any problem or damage caused by misuse, abuse, improper installation, neglect, improper packing or shipping, fire, flood, lightning, improper electrical currents, disasters, power outages, or acts of God.
- i. This Plan does not cover any problem or damage due to service performed by other than Epson or its authorized agent; modification of the Product without Epson's written approval; use of the Product outside the United States or Canada; or service if the Product label, logo, rating label, or serial number has been removed.
- j. This Plan does not cover any color change or fading of printed output, or costs associated with reprinting the materials.
- k. This Plan does not cover any problem or damage from your 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, including, without limitation, transmission lines, networks, and telephone equipment for the remote transmission of data; 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.

- l. This Plan does not cover any problem or damage from operator or user error, or for accessories, paint, or refinishing of the Product.
- m. This Plan does not cover installation, deinstallation, or reinstallation of the Product.
- n. Any damage caused by installing the Printer next to a heat source or directly in the path of an air vent or air conditioner.
- o. Epson is not obligated to compensate you for the consumption of supplies or maintenance consumables in the course of diagnostics, troubleshooting, maintenance, or repair.
- p. Service under this Plan does not cover enhancements to the form, fit, or function of the Product that may be represented in products sold by Epson at a later date.
- q. Any product or parts purchased as used, refurbished, or reconditioned.

4. Customer Responsibilities:

- a. Perform operator maintenance prescribed in the online *User's Guide* on a regular basis. **Failure to complete proper and timely maintenance may result in Product failure. Services to repair the Product due to improper maintenance will be invoiced at time and materials rates.**
- b. Operate the Product under suitable conditions, in compliance with environmental requirements, and within specification as documented in the online *User's Guide*.
- c. Make the Product available for scheduled or requested service. Provide full access to the Product, with adequate working space, storage space, and facilities, including heat, light, ventilation, electrical current, and outlets.
- d. If Epson elects to exchange the Product, the 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 online *User's Guide* or documentation provided by Epson. You are responsible for securely packaging the defective unit and returning it to Epson within seven (7) working days of receipt of the replacement.

- e. Epson does not provide services if the Product is moved outside of the United States or Canada.

Note: If a claimed defect cannot be identified or reproduced in service, you may be held responsible for costs incurred. You agree to be billed at Epson's time and materials rates if excluded services are necessary to restore your Product to working condition and to pay such charges upon receipt of invoice.

- 5. **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 you at Epson's time and materials rates. Epson shall invoice you in such case and each invoice is due 30 days from receipt.
- 6. **Parts Replacement:** 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.
- 7. **Unrepairable Product:** In the event that Epson, after a commercially reasonable effort, is unable to repair your Product, Epson may, at its discretion, offer a pro rata refund of the service plan subject the terms in Section F, Subsection 3a. The same pro rata service plan refund amount may be used toward the purchase of a new product or a service plan for a new product.

F. Term and Cancellation

The Term of the Plan shall begin, as applicable, either on the expiration date of the Epson limited warranty, the expiration date of your existing Epson service plan, or for non-continuous coverage, the purchase date of your Plan indicated on the receipt ("**Plan Start Date**"). The Plan shall expire on the one (1)-year anniversary of such Plan Start Date. See Section C. Eligibility for the total possible aggregate number of years you may purchase.

- 1. You 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 562-276-1340) 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. You may cancel this Plan by submitting your cancellation request in writing to the Epson dealer that sold you this Plan, or to Epson if you purchased this Plan directly from Epson.

a. Cancellation of plans: For written notice of cancellation 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. Costs of service shall be determined based on Epson's time and materials rates ("**Service Costs**"). For written notice of cancellation received after the thirtieth day following the Plan Start Date, customer will receive a pro rata refund based on the number of months remaining in the Plan's Term, minus any Service Costs, and discounts received.

4. Epson may also cancel this Plan. In that case, Epson shall provide you with a written notice no fewer than 30 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 nonpayment 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).
5. If you purchased this Plan directly from Epson and cancel the Plan in accordance with the terms of this Agreement and applicable law, Epson must remit a refund to you within 30 days. If Epson exceeds 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. 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 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 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:** The 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.

SAMPLE