

Limited Warranty for Epson® ColorWorks® Label Media

- I. **What is Covered:** Epson America, Inc. (“Epson”) warrants to the first end-user customer that the Epson ColorWorks Label Media covered by this limited warranty statement, purchased and used in the United States or Canada, will conform to manufacturer specifications and be free from defects in materials and workmanship for a period of 90 days from the date of purchase (proof of purchase required). The exclusive remedy under this limited warranty is replacement or refund of the purchase price. In Canada, warranties include both warranties and conditions.
- II. **What Epson Will Do To Correct Problems:** Should your Epson media product prove defective during the warranty period, please bring the product, securely packaged in its original container or an equivalent, along with proof of the date of original purchase, to your Epson Dealer or Epson Authorized Servicer. Epson will replace the defective material or provide a refund of the purchase price. When warranty service involves an exchange or replacement of the product, the item replaced becomes Epson property. Exchange or replacement products assume the remaining warranty period of the product covered by this limited warranty.

III. **What This Warranty Does Not Cover:**

This warranty does not cover:

- 1) Any color change or fading of prints.
- 2) Any reimbursement of materials or services required for reprinting.
- 3) Any damage caused by using improper packaging materials or improper packaging and shipping.
- 4) Any damage caused by misuse, abuse (for example damage caused by liquid, excessive dust, harsh environments, or dropping the product), improper installation, improper packing or shipping, improper storage conditions, disasters such as fire, flood, lightning, improper electrical currents, or interaction with non-Epson products. Product should be stored at below 20°C and 50% RH. Avoid light, high humidity, and high temperature.

This warranty is not transferrable.

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

- IV. **DISCLAIMER OF WARRANTIES:** EPSON’S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO EITHER, AT EPSON’S OPTION, REPLACEMENT OR REFUND OF YOUR PURCHASE PRICE AS SET FORTH ABOVE. THE WARRANTY AND REMEDY 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. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATION MADE BY ANY OTHER PERSON OR FIRM ARE VOID. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE.

- V. 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 PRODUCTS OR MATERIALS, DOWNTIME, CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, OR INJURY TO PROPERTY, RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT, 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 PRODUCT. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

VI. Disputes, Arbitration, Governing Laws:

- a. 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.
- b. 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. 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.
- c. **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 c. 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.**
- d. 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.
- e. 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.
- f. 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.
- g. Any action must be brought within one (1) year of the expiration of the warranty.

- h. If any provision in this Section VI 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) (below) is found to be unenforceable, the entire Section VI (but only Section VI) shall be null and void.
- i. **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.**
- j. This Section VI is governed by the Federal Arbitration Act.

VII. Other Provisions:

- a. Other Rights You May Have: This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on how long an implied warranty lasts, or allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- b. Warranties in Canada: In Canada, warranties include both warranties and conditions.
- c. Any action for breach of warranty must be brought within 12 months of the date of expiration of this warranty.
- d. Governing Law: Except for any claims subject to arbitration pursuant to Section VI, you and Epson agree that the law of the state where you reside shall govern.
- e. Venue: Except for claims subject to arbitration pursuant to Section VI, in the event of a dispute you and Epson both consent to the jurisdiction of your state of residence or, if none, then of the courts in Los Angeles County, California.

To find the Epson Authorized Reseller nearest you, visit www.epson.com in the U.S. or www.epson.ca in Canada. To find the Epson Customer Care Center nearest you, visit www.epson.com/servicecenterlocator in the U.S. or www.epson.ca/servicecenterlocator in Canada.