

*EPPCWC3500R1*

# *Return for Repair Commercial Service and Support Plan (One Year)*

for the Epson<sup>®</sup> ColorWorks<sup>®</sup> C3500 Inkjet Label Printers

## *Welcome*

Congratulations on your choice to protect and support your Epson ColorWorks C3500 Inkjet Label Printer (“**Product**”). With the purchase of an Epson Return for Repair Commercial Service and Support Plan (the “**Plan**” or “**Agreement**”), you will receive priority technical support and repair at an Epson-authorized service center if your hardware issue cannot be remedied over the phone.

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 C3500 Products.

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

Your Plan will be activated on the Plan Start Date and will continue for the Term, provided plan fees are received by Epson.

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

## Service Plan Highlights

- ★ Return for Repair Service
- ★ 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
- ★ Two-way shipping 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:** 6,000,000 carriage passes

We recommend you complete the section below and keep this document along with the return acknowledgment for your records, a copy of your receipt for purchase of this Service Plan, and the receipt for the purchase of your product.

Product Code: EPPCWC3500R1

Profile No.: \_\_\_\_\_

Product Purchase Date: \_\_\_\_\_

Product Serial No.: \_\_\_\_\_

Initial Product Installation Date: \_\_\_\_\_

Plan Start 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.

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 such Plan will be activated or before the expiration of a Plan then currently in effect. Customer is responsible for any taxes arising from the Service 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. Customer must be prepared to submit proof of original purchase for the first-time purchase of the Plan.

The Plan is available for purchase in one (1)-year increments for a maximum of four (4) years (you may purchase four (4) years of the Plan all at once or you may purchase the Plan on a year-to-year basis up to four (4) years or any combination thereof). A maximum of four (4) one (1)-year Plans may be purchased for the same product serial number, but Products which have reached the Use Limits<sup>1</sup> are not eligible for coverage.

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 (562-276-1314). 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 562-276-1314 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:** Epson agrees to repair your Product if it becomes inoperable or unable to perform its function according to specifications during the term of your Plan, subject to the terms and conditions of this Agreement. This Agreement covers only hardware and mechanical failures related to the parts and components of Product.

**a. Service Parts Coverage:** Epson will provide all parts for covered repairs.

**b. Parts Exchange:** 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.

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 determine whether your Product requires hardware repair. If Service is required, return for repair Service will be utilized at Epson’s discretion.

### 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.

<sup>1</sup>See Service Plan Highlights for “Use Limits.” Total carriage passes can be viewed on a self-test printout.

- 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 cartridges 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 problems or damage caused by third-party software, applications, parts, components, or peripheral devices not provided by Epson, or any other 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. Any damage caused by using improper packaging materials or improper packing and shipping when returning a product for Service. You will be invoiced for such shipping damages to the product.
  - i. 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.
  - j. 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 Service if the Product label, logo, rating label, or serial number has been removed.
  - k. This Plan does not cover any color change or fading of printed output, or costs associated with reprinting the materials.
  - l. This Plan does not cover any problems 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.
  - m. This Plan does not cover any problems or damage from operator or user error, or for accessories, paint, or refinishing 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. Any product or parts purchased as used, refurbished, or reconditioned.
  - p. This Plan does not cover deinstallation or reinstallation of the Product.
  - q. Epson is not obligated to compensate you for the consumption of supplies or maintenance consumables in the course of diagnostics, troubleshooting, maintenance, or repair.
  - r. 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.
- 4. Customer Responsibilities:**
- Below are your responsibilities under the Plan:
- 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. Service 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. Pack your Product in secure packaging and send to Epson or an Epson-authorized servicer. Epson is not responsible for damage due to inadequate customer packaging or shipping.
  - d. Epson does not provide Service if the Product is moved outside of the United States.
- Note: If a claimed defect cannot be identified or reproduced, 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. **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 Plan amount you paid, or that same pro rata Plan purchase 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 noncontinuous 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 562-276-1314) 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 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.