

## 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 service described in these Terms and Conditions (the "Service") for the EPSON Stylus Pro 5500 print engine (the "Product"). Epson is financially and legally obligated for performing Service under this Agreement.
- B. **Fee:** The fee for the Preferred Plus Support Plan is payable in full before the Preferred Plus Support Plan will be activated and is non-refundable. The fee for any renewal term shall be paid prior to expiration of the current term. Customer is responsible for any taxes arising for the services provided under this Agreement.
- C. **Eligibility:** Customer must purchase the Preferred Plus Support Plan while the printer is covered under the standard warranty to be eligible for enrollment. Customer must be prepared to submit proof of original purchase when purchasing the Preferred Plus Support Plan.
- D. **How To Obtain Services:** Customer may obtain Service by following these procedures:
1. Once the Preferred Plus Support Plan is activated, please call Epson when the Product requires repair by using the same toll-free number identified in the EPSON Preferred Warranty booklet included with the Product at the time of purchase and entering the Unit ID number. The toll-free number will be answered between the hours of 6:00 AM and 8:00 PM Pacific time, Monday through Friday, and between 7:00 AM and 4:00 PM Pacific time on Saturday (excluding Epson recognized holidays). Weekend support hours are subject to change without notice.
  2. Customer 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 repair is required, Service will be provided during the term of the Preferred Plus Support Plan according to the terms and conditions of the limited warranty program included with the Product at the time of purchase. Please refer to the Limited Warranty statement for details. If Service cannot be provided on the Product for any reason during the term of this Agreement and Epson no longer sells the same model, Epson will replace the Product with the model of equal or superior value.
- E. **Services Limited:**
1. Service described in this Agreement is a supplement to 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. No other kinds of services are included.
  2. This Agreement excludes those services listed below. Customer agrees to be billed at Epson's standard rates if excluded services are necessary to restore Product to working condition and to pay such charges upon receipt of invoice. Services excluded from this Agreement are:
    - a. Any damage caused by using unsuitable inks or ink systems in the Product. Please note that the Product is not designed for use with the following:
      - dye-sublimation inks
      - dye inks
      - bulk ink delivery systemsUse of any of the above may cause damage not covered by this plan.
    - b. Any damage caused by use of non-Epson inks or ink cartridges.
    - c. Any damage caused by 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.
    - d. Any damage caused by misuse, abuse, improper installation, neglect,

improper shipping, disasters such as fire, flood, lightning, improper electrical currents, software problems, or interaction with non-Epson products.

- e. Any damage from service performed by other than an Epson Authorized Servicer.
- f. Service when the printer is used outside the U.S. and Canada.
- g. Service where the printer label, logo, rating label, or serial number has been removed.

**F. Term, Renewal and Cancellation:**

- 1. The term of this Agreement shall begin on the expiration date of the limited warranty included with the Product and expire on the 1-year or 2-year anniversary date, depending on the length of coverage purchased. This Agreement may be renewed for an additional period of time upon purchase of a new agreement. Epson reserves the right not to agree to renewals.
- 2. Customer will not receive a refund in the event of the Product being returned, sold, lost, stolen, or destroyed.

**G. Warranty Disclaimer: EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PREFERRED PLUS SUPPORT PLAN SERVICES PROVIDED IN THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**H. Limitation of Liability:**

- 1. Customer's right to recover damages shall be limited to moneys actually paid by Customer to purchase this Agreement. This limitation shall apply regardless of the form of action. Any action for breach of this Agreement must be brought within six months of termination of this Agreement and any extension thereof.
- 2. Except as provided in this Agreement, neither Epson nor its affiliates or agents shall be liable for (a) any loss, inconvenience, or damage, including direct, special, incidental, or consequential damages, including 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 Product, whether resulting from a breach of any expressed or implied warranty or any other legal theory, or (b) delay in furnishing or failing to furnish Service if such a delay is caused by an act of God, strike, governmental action or any cause beyond Epson's reasonable control. Some jurisdictions do not allow limits on implied warranties or on remedies for breach in certain transactions. In such jurisdictions, the limits of this and the preceding paragraph may not apply.

**I. General:**

- 1. This Agreement is the complete and exclusive Agreement between the parties. No Epson employee or other person is authorized to make any representations or statements, which are inconsistent with this Agreement. Any such representations or statements are void.
- 2. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration to be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the laws of California, except the arbitration clause which shall be enforced pursuant to the Federal Arbitration Act.