

Epson America, Inc. Limited Warranty

What Is Covered: Epson America, Inc. ("Epson") warrants to the original retail purchaser that the Epson product covered by this limited warranty statement, if purchased and operated only in the United States, Canada, or Puerto Rico, will be free from defects in workmanship and materials for a period of one (1) year from the date of original purchase. For warranty service, you must provide proof of the date of original purchase.

What Epson Will Do To Correct Problems: Should your Epson product prove defective during the warranty period, please call the Epson ConnectionSM at (562) 276-4382 (U.S.) or (905) 709-3839 (Canada) for warranty repair instructions and return authorization. An Epson service technician will provide telephone diagnostic service to determine whether the product requires service. If service is needed, Epson will, at its option, exchange or repair the product without charge for parts or labor. If Epson authorizes an exchange for the defective unit, Epson will ship a replacement product 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 product in the event that you fail to return the defective one. If Epson authorizes repair instead of exchange, Epson will direct you to send your product to Epson or its authorized service center, where the product will be repaired and sent back to you. You are responsible for packing the product and for all costs to and from the Epson authorized service center. When warranty service involves the exchange of the product or a part, the item replaced becomes Epson property. The replacement product 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. Exchange products and parts assume the remaining warranty period of your original product covered by this limited warranty.

What This Warranty Does Not Cover: This warranty covers only normal use in the United States, Canada, or Puerto Rico. This warranty is not transferable. This warranty does not cover damage to the Epson product caused by parts or supplies not manufactured, distributed or certified by Epson. This warranty does not cover third party parts, components, or peripheral devices added to the Epson product after its shipment from Epson, e.g., dealer or user-added boards or components. Epson is not responsible for warranty service should the Epson label or logo or the rating label or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, software problems, interaction with non-Epson products, or service other than by an Epson Authorized Servicer. If a claimed defect cannot be identified or reproduced, you will be held responsible for the costs incurred.

DISCLAIMER OF WARRANTIES: THE WARRANTY AND REMEDY PROVIDED ABOVE 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.

Remedies: Your exclusive remedy and Epson's entire liability for a material breach of this Agreement will be limited to a refund of the price paid for the Epson products covered by this Agreement. Any action for breach of warranty must be brought within 3 months of the expiration date of the warranty. Epson is not liable for performance delays or for nonperformance due to causes beyond its reasonable control. Except as provided in this written warranty, neither Epson nor its affiliates shall be liable for 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 Epson products, whether resulting from a breach of warranty or any other legal theory. Some jurisdictions do not allow limits on warranties or remedies for breach in certain transactions. In such jurisdictions, the limits in this paragraph and the preceding paragraph may not apply.

In Canada, warranties include both warranties and conditions.

Arbitration, Governing Laws: Any disputes arising out of this Agreement will 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 the State of California, except this arbitration clause which shall be construed in accordance with the Federal Arbitration Act.

To find the Epson Authorized Reseller nearest you, please visit our website at: www.epson.com.

To find the Epson Customer Care Center nearest you, please visit www.epson.com/support.

You can also write to: Epson America, Inc., P.O. Box 93012, Long Beach, CA 90809-3012.

EPSON is a registered trademark of Seiko Epson Corporation.

Epson Connection is a service mark of Epson America, Inc.

General Notice: Other product names used herein are for identification purposes only and may be trademarks of their respective owners. Epson disclaims any and all rights in those marks.

This information is subject to change without notice.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.