



EXCEED YOUR VISION

# Epson America, Inc. Limited Warranty

## Two-Year Limited Warranty

*What Is Covered:* Epson America, Inc. (“Epson”) warrants to the original retail purchaser of the Epson product enclosed with this limited warranty statement that the product, if purchased new and operated in the United States, Canada, or Puerto Rico will be free from defects in workmanship and materials for a period of two (2) years 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:* If your product requires service during the limited warranty period, please call Epson at the number on the bottom of this statement and be prepared to provide the model, serial number, and date of original purchase. Epson will, at its option, repair or replace the defective unit, without charge for parts or labor. When 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. 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. When warranty service involves the exchange of the product or of a part, the item replaced becomes Epson property. The exchanged product or part may be new or refurbished to the Epson standard of quality, and at Epson's option, the replacement may be another model of like kind and quality. Epson's liability for replacement of the covered product will not exceed the original retail selling price of the covered product. Exchange or replacement products or parts assume the remaining warranty period of the 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. Excessive continual use is not considered normal use. This warranty does not cover consumables. This warranty is not transferable. Epson is not responsible for warranty service should the Epson label or logo or the rating label or serial number be removed. Epson is not responsible for warranty service 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 Epson or an Epson Authorized Servicer. Postage, insurance, or shipping costs incurred in presenting your Epson product for carry-in warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for 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 before a single arbitrator 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 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.