

EPPP44INS

# Epson Preferred<sup>SM</sup> Plus Commercial Installation Service

for Epson® SureColor® P-Series Printers

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Congratulations on purchasing Epson Preferred Plus Commercial Installation Service (“**Service**”) for your SureColor P-Series Printer (“**Printer**”). This Service will provide you with professional installation performed by an Epson-trained technician for each Printer for which you have purchased this Service. The technician will install, configure, and test your Printer, and install Epson software and any accessories purchased from Epson. Your Printer will be installed according to Epson specifications and will be ready for production.

This document (the “**Agreement**”) describes the terms of the Service, applicable to the purchaser of this Service (“**Customer**”). **Please read it carefully.** In overview, Epson will do the following:

- Schedule the Service during the Printer site’s local business hours.
- Provide labor and travel expenses for Epson-trained technicians to perform installation.
- Unbox the Printer, and mount it on its stand in the designated area.
- Initialize the Printer’s ink system (using included or customer-provided Epson inks).
- Connect the Printer to an existing network using customer-supplied cables.
- Update Printer firmware (if applicable).
- Load customer-supplied media.
- Run a nozzle check and perform unidirectional and bidirectional alignment (if applicable).
- Verify functionality by performing a test print using an Epson-supplied file.
- Brief Customer on control panel functions.
- Brief Customer on loading media, ink, and consumables.

Follow these easy steps to schedule Epson Preferred Plus Commercial Installation.

**Step 1:** Have your serial number and proof of purchase available.

**Step 2:** Call toll-free (888) 377-6611.

**Step 3:** Follow the voice prompt instructions.

**Step 4:** Be prepared to work with the support technician to set up a time for installation.

Operating Hours: Monday through Friday, 7 AM to 4 PM, Pacific Time (Subject to change without notice.)

# Terms and Conditions

**Note:** The fee for the Service must be paid in full before it will be scheduled and is nonrefundable. You are responsible for any taxes arising from the Service provided. This is an individual service contract and not a plan for recurring and/or additional services. It covers the one-time Service you have purchased and scheduled as described herein.

## A. Epson's Responsibilities

Epson America, Inc. ("**Epson**") or its designee will provide the Service described in this document for each Printer for which you have purchased installation. Epson's responsibilities are as follows:

1. Schedule a time for installation within five (5) business days of Customer's request.
2. Inspect the Printer to make sure no physical damage occurred during shipping.
3. Install the Printer in a suitable location.
4. Install the ink system and any optional accessories that ship with the Printer.
5. Connect the Printer to the Customer's computer over existing network infrastructure, or via USB using customer-supplied data cables.
6. Install Epson software driver and utilities, if applicable, on a single compatible computer.
7. Verify the Printer is operational.
8. Give Customer a brief operational orientation on how to use the control panel, and how to load media, ink, and consumables.

## B. Customer Responsibilities

1. Pay the Service fee in full. The Service will not be scheduled until full payment has been received by Epson.
2. Make sure the Printer is in the designated installation area and that the area is accessible to the technician.
3. Make sure AC power outlet(s) with adequate power are available in the installation area.
4. Provide a stable, wired Internet connection and a computer that meets the minimum requirements for installation according to the *User's Guide*.
5. Provide a Hi-Speed USB 2.0 cable or an Ethernet 100Base-TX cable for connection to the Printer.
6. Provide IT information necessary to connect the Printer to a network (static IP address, proxy data, passwords, etc.).
7. Disable network firewalls or security programs that may prevent Epson software installation on the designated computer. (If necessary, request assistance from an IT professional.)
8. Provide compatible media at the time of installation.
9. If ink is not included with the Printer, purchase it before the scheduled installation date.
10. Create an account on the Epson Cloud Solution PORT and provide Internet access at the Printer location (optional to use Epson advanced printer management features).
11. Agree to Epson's software Terms of Use and End User License Agreement.

12. Assure an adult is present at all times while the Epson-trained technician is on site.

13. Assure someone is available for an operational orientation during installation.

**Note:** Your Printer may require Epson software. If so, you must download it to your computer to operate the Printer. Additional services are available that require your Printer to be connected to the Internet and to be enabled to communicate with Epson servers. This will allow Epson to collect and maintain usage information for purposes of facilitating service to you and improving the performance of Epson printers generally. To use such Epson services, you must authorize Epson to collect such information for these purposes. Epson's printer software will require your agreement to Epson's End User License Agreement. Certain Epson services will require your agreement to Epson's Terms of Use, which will govern your use of those services. Please review Epson's Privacy Policy provided to you to understand how Epson collects, processes, uses, and stores certain information relative to the Epson service and related software. Epson's Privacy Policy is available at: <https://epson.com/privacy-policy>.

### C. Exclusions from Service

The Service does not include any of the following. Epson may decline to do any of these, or may bill Customer at Epson's time and materials rates if any excluded services are necessary to complete the Service.

1. Move the Printer to an inaccessible or unsuitable location.
2. Provide detailed instructions on using the Printer. Detailed user information is available in the *User's Guide* or by calling Epson technical support. (See your limited warranty booklet for technical support contact information.)
3. Make changes to existing network infrastructure or computers if they are not ready for Printer Service.
4. Install the Printer in unsafe conditions, including those caused by hazardous or inadequate power receptacles, building structural problems, or dangerous environmental conditions.
5. Provide data cables to connect the Printer.
6. Provide print media.
7. Remove packing materials from the site.
8. Install customer-provided software.
9. Repair any damage caused by Customer mishandling or a previous installation not performed by Epson.
10. **Wait on-site for any significant time because Customer is not present or has not fulfilled all responsibilities related to the installation. If the Epson technician arrives and Customer has not fulfilled all responsibilities, Epson may bill Customer for the technician's time before rescheduling installation.**

### D. Other Limitations:

1. This Service is nontransferable.
2. This Service may not be available or may be delayed if the Customer site is outside Epson's normal service area.
3. The Service is only available for purchase in the United States and Canada.
4. The Service does not cover any products or services outside those specified in this document.

5. You are responsible for backing up or preserving any data on your systems prior to Service. Epson is not liable for any loss of data arising from repairs or advice given on the use of the Epson-provided software or services.
6. This Service includes installation for a single Printer.

## **E. 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.

## **F. 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.

## **G. 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 SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **H. 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:** This 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.