

SPARE-IN-AIRSM AND EXTENDED CARESM TERMS AND CONDITIONS

A. Epson's Responsibilities

During the term of this Agreement, Epson America, Inc. ("Epson"), its designees, or Epson Customer Care Centers will provide Service, as defined below, of the products listed on the Enrollment Form. Customer must return the registration form directly to Epson to activate service. If Service requires replacement of the Product or parts, Epson will supply these on an exchange basis. Exchanged products/parts become Epson's property. The replacement Product or parts may be new or refurbished to the Epson standard of quality.

B. Services Included

1. Spare-In-The-Air: "Service" includes whole-unit Product exchange of a replacement unit for defective Product as a supplement to the limited warranty provided with the Product at the time of purchase. Products must be used under normal conditions as specified by the manufacturer. Products provided as replacement units will be Epson standard configurations with factory-set switches and jumpers. Service includes express shipping charges to and regular shipping charges from Customer's locations. Spare-In-The-Air Service is available only for Products located in the United States.
2. ExtendedCare: "Service" means the provision of replacement parts and labor, except as excluded below, necessary to service and repair the Product for normal use as specified by the manufacturer. Customer is responsible for shipping Product to and from the service location. ExtendedCare Service is available for purchase only in the United States but will be honored for Products located in the United States and Canada.

C. Eligibility

Customer must submit its registration form to Epson within thirty (30) days of first Product purchase to be eligible for enrollment. Epson reserves the right to require an inspection of the Product(s) at Customer's expense prior to acceptance of this Agreement and any renewal thereof to verify that each Product is in unaltered, operable condition and in good working order suitable for normal use.

D. Fee

The fee for the initial term of Service is payable in full at the time of purchase. The fee for any renewal term shall be due prior to expiration of the current term and payable on or before the Expiration Date.

E. How to Obtain Service

1. ExtendedCare Customers may call 1-800-922-8911 for assistance and referral to an authorized service center. A copy of this Agreement must be presented at the time of service.
2. Spare-In-The-Air Customers may obtain Service by following the procedures issued by Epson contained in the Epson Service Pak which Customer receives upon registration.

F. Services Limited

1. This Agreement does not modify the terms and conditions of the limited warranty included with the Product at the time of purchase.
2. Spare-In-The-Air Customers agree to pay Epson's standard rates if excluded services are necessary to restore exchanged units to working condition and to pay such charges upon receipt of invoice. If ExtendedCare Customers authorize the repair of excluded services, they agree that they will pay the usual and customary fees for such work. Services excluded from this Agreement are:
 - a. On-site or in-house service and repair of the Product(s).
 - b. Service made necessary by misuse, abuse, neglect, improper installation, or improper maintenance.
 - c. Installation or removal of non-Epson accessory retrofits, peripheral equipment or computer systems of which the Product may be a part.
 - d. Service on covers, lids or other stationary parts, consumables such as ribbons, batteries, magnetic media, or appearance parts such as interior or exterior finishes or trim.
 - e. Service made necessary by any external cause, including disasters such as fire, flood, lightning, theft, alteration, problems arising from software or hardware not supplied or approved by Epson, power failures or shortages, or repairs or services done by persons other than those authorized by Epson to service the Product.
 - f. Service on Product purchased and/or used outside the United States and Canada.
 - g. Service on third party products not manufactured or sold by Epson which may be installed in or used in connection with the Product.
 - h. Service on Product on which the EPSON label or logo or the rating label or serial number have been defaced or removed.
 - i. Service made necessary by use of incompatible third party products.
3. If a Spare-In-The-Air customer is authorized by Epson to return defective Product and Epson does not receive the return Product within seven (7) days of shipment of the exchange Product, Customer will be invoiced for each unit

not returned at MSRP less 10%. Customer agrees to pay Epson that amount upon receipt of invoice, regardless of whether Customer returns the defective Product at a later date. Any Customer with an invoice past due over 90 days will be discontinued from service until such time that the account is brought current.

4. If a claimed problem cannot be identified or reproduced at the service location, Customer will pay servicer its usual and customary fee for defects not found.
5. If in any three month period the annual No Trouble Found (NTF) rate of Product returned by customer exceeds 25%, Customer agrees to take corrective action to improve the diagnostic capability of the help-desk. If the NTF return rate is not reduced below 25% within sixty (60) days of Epson's notice to Customer, then units received in excess of the 25% NTF Rate shall be invoiced by Epson at Epson's then current standard rates for NTF returns.

G. Term and Renewal

1. ExtendedCare: The term shall be for a minimum period of one year and shall begin on the date of purchase and end on the Expiration Date shown on the Enrollment Confirmation Form issued by Epson.
2. Spare-In-The-Air: The term shall be for a period of no less than two years and shall begin on the date of purchase and end on the Expiration Date shown on the Enrollment Confirmation Form issued by Epson.
3. Renewal of either service program may be made any time prior to its expiration for an additional period upon written agreement by the parties and payment of the renewal fee. Payment of the fee may be made at any Epson Customer Care Center or Authorized Reseller or through Epson Accessories, Inc. at 1-800-873-7766. Epson reserves the right to not agree to renewals, modify the terms and conditions applicable to any renewal, and to increase the renewal fee without prior consent.
4. Agreement purchases must be made immediately prior to activation of Service. Purchase of multiple Agreements dated consecutively is prohibited due to changes in Service plans and pricing.

H. Warranty Disclaimer

EPSON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES PROVIDED IN THIS AGREEMENT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. 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 extensions 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 Products, whether resulting from a breach of any express or implied warranty or any other legal theory, or (b) delay in furnishing or failing to furnish service if such delay is caused by an act of God, strike, governmental action or any cause beyond Epson's reasonable control. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits of this paragraph and the preceding paragraph may not apply.

J. General

1. Customer agrees to notify Epson immediately if any Product is sold, lost, stolen, or destroyed.
2. This Agreement is the complete and exclusive agreement between the parties. No employee or agent of Epson is authorized to make any representations or statements which are inconsistent with the Agreement. Any such representations or statements are void.
3. Customer may not assign or transfer this Agreement without Epson's prior express written consent. Any other purported transfer or assignment shall be void.
4. 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.