

EPSON CoverPlus

Conditions

1. Definitions

In these conditions:

- “**Registration**” refers to the process on the **EPSON** CoverPlus registration website where you input the product serial number, CoverPlus security number and the Product purchase date as purchased by (or otherwise provided to) you. By completing the registrations, you enter into a contract with Epson for a particular Epson CoverPlus Service Product under these terms and conditions.
- “**Term**” is the period that begins on the date the Product was purchased by the first end-user or continues for Product and continuing for the number of years specified in the Description. *It does not run from the purchase of an **EPSON** CoverPlus pack or activation code, nor from the end of the standard Commercial Warranty offered by Epson for the Product.* The Term may also include a maximum print volume, working hours or device-specific limitations. In such cases, the relevant CoverPlus pack remains valid until the earliest of either the maximum print volume, working hours, device-specific limits, or the number of years specified in the description.
- “**Product**” refers to the individual **EPSON** printer, projector, scanner or other hardware specified in the description, identified by its serial number during registration, or any replacement product supplied by Epson as part of the service.
- “**Service**” is the service described in the “CoverPlus Service Level guide” and provided by Epson or its contractor during the standard warranty period or service level.
- “**Description**” refers to the key elements of the Service (including the Term and the type of Service) to be provided under the particular **EPSON** CoverPlus Service Product selected during Registration.
- “**Replacement Product**” refers to a replacement unit supplied during the product repair period under a service level defined as “Onsite swap”.
- “**Epson**” refers to the specific company within the Epson group that originally supplied the **EPSON** CoverPlus pack or activation code purchased by you. The identity of this company is disclosed during Registration. A list of Epson companies and their addresses for correspondence concerning **EPSON** CoverPlus is provided at the end of this document.
- “**EPSON**” refers to the registered trademark of Seiko Epson Corporation of Japan.

2. Registration and Approval

To activate the EPSON CoverPlus Service Product, you must register your product within two (2) months of the product purchase using a valid CoverPlus security number and the Product purchase date. Any purchase of an **EPSON** CoverPlus pack or activation code does not constitute a valid contract until registration is completed.

Epson reserves the right to annul the contract if:

- You are unable to provide proof of purchase;
- The CoverPlus security number used during registration is not applicable to the product,

- Registration is not completed within two (2) months of the product purchase or installation, whichever occurs earlier;
- The purchased CoverPlus pack is not valid in your country and/or city;
- The purchased CoverPlus pack service level is for “Spare part only”, which is available solely for authorized service partners to purchase and register.

3. Products covered by the Service

During the Term, Epson or its contractor will provide the Service exclusively for the Product that was registered. The Service does not extend to any other product.

4. The Service Provided

The key elements of the type and level of service that Epson will provide are specified in the Description. Further details about the type and level of service can be found in the “CoverPlus Service Level Guide”. Subject to the specifics of each **EPSON** CoverPlus Service Product, Epson reserves the right, at its sole discretion, to adjust, repair, or replace the Product.

Repairs or adjustments will be made to ensure that the Product performs satisfactorily in accordance with its age and usage. Replacement products may be refurbished units. If a replacement product is provided, the remaining Term and any print volume limitations will be applied to the replacement product.

5. Obtaining Service

To request services under this warranty, please contact the Epson service desk in the country where the product is being used. Information on service desk locations can be found at <http://www.epson.com/eme>. Before requesting service, you should perform the recommended self-checks as outlined on the Epson support website <http://www.epson.com/eme>¹ which also contains contact details for the relevant helpdesk in your region.

Certain CoverPlus Service Products may require **EPSON Remote Service** for management. If applicable, you can register for Remote Service at <http://www.epson.com/eme> or consult your Epson Authorized Partner. The use of EPSON Remote Services is mandatory for certain service packs as indicated in the CoverPlus Service Level Guide.

6. Your Responsibilities

If the Service involves work on the Product while it is connected to any computing system, data storage or other equipment, it is your responsibility to back up all records, data and software before permitting any work to begin (the “**Data**”). Epson will not be responsible for any loss or corruption of data during the provision of the Service.

This action by you is required to ensure that, if anything is deleted from or corrupted within your system or equipment as a direct or indirect result of Epson providing the Services, you (and/or the owners and users of the system or equipment) have the copies you need to replace them.

For products covered by return-to-base service, Epson will ask you to return your product to one of our service centres. You bear the cost of the return journey. We use all efforts to repair within five (5) working days of its receipt. Transportation time is not included in this target repair time. In the case of on-site cover, if an on-site visit is necessary, our target is two (2) working days following receipt of the contact (for all contacts received before 3pm). The service provider will visit the site indicated by the customer between usual business hours and business days, excluding public holidays or any other days when the Epson authorised service provider is not open for business. The above timings are indicative and not applicable if the distance between the location of the product and the nearest repair centre is more than 200 km. You can find the repair centre nearest you by clicking here <http://www.epson.com/eme>.

¹ Select your country or region in the section ‘Get support for your Epson product’ and you will be redirected to Epson Support.

7. Limits to the Standard CoverPlus

Service will only be provided if the Product fails to operate in accordance with its specifications. The **EPSON** CoverPlus contract and the Service do not cover:

- Product setup or general Product support;
- routine maintenance, cleaning or replacing consumables (e.g., ink cartridges, lamps) as described in the Product's user manual;
- calibration of other products which may be connected to or used with the Product. Epson does not accept responsibility for ensuring any particular performance when the Product is used with other equipment or software;
- Replacing parts (other than parts specifically identified in the Description) which normally require replacing during the life of the Product or of any part which has (by reason of its level of use, wear and tear) reached the end of its normal useable life.

Some packs may include the above parts and maintenance services. This will be clearly indicated in the description of the pack purchased and a summary of the relevant services is provided in the CoverPlus Service Level Guide.

Services will not be provided if, in Epson's opinion, the problem is due to:

- Externally caused damage;
- use outside of the Product's specifications (as defined by the product manufacturer, whose decision whether use is outside specification or not is final);
- use of accessories, parts or consumables which are not **EPSON** branded or Epson approved;
- modifications made to your Product as originally supplied by Epson;
- drivers or other software supplied with the Product. Modifying or correcting these is subject to the license supplied with the software and is outside the scope of the Services;
- unauthorised or inexperienced repair or attempted repair; misuse, excessive or inappropriate use, or use in an adverse or abnormal environment; or
- non-Epson hardware used with the Product or application software used with the Product.

8. Requests outside Scope

EPSON CoverPlus Service is provided exclusively for the Product. If another product (or a product from which the serial number has been removed or tampered with) is presented by you for repair or replacement, or if the fault has been misrepresented and is in fact one excluded from cover, Service will not be provided. Epson will charge you for any costs incurred. If these costs are not paid within 28 days, this agreement will be terminated and the Product will no longer be covered.

Not included in this commercial warranty: -

- Configuration of the product on site;
- Routine maintenance by the user, cleaning or replacement of consumables (e.g. ink cartridges or lamps) as described in the product user manual;
- Calibrating other products that may be connected to or used with the product or resetting your administrator or user codes. In addition, Epson assumes no responsibility for the performance of the product when used with other equipment or software.
- Reinstallation of your configuration and application software.
- The replacement of parts (unless specifically agreed) that would normally be replaced during the life of the product or any component that has reached the end of its life due to alteration, wear or tear.

- Consumables, including but not limited to inks, ribbons, toners, photoconductors, ovens, batteries, maintenance boxes, lamps, and feed rollers in some cases, original options other than Epson, added by the customer, as well as the consequences on the equipment linked directly or indirectly to their use.

Any additional services you request outside the scope of this warranty will be charged to you at the standard rates offered by the firm requested to perform them and will be provided in accordance with their standard terms of business.

For optimum performance from your Epson product, we recommend you only use genuine Epson consumables and options. For information and stockists see <http://www.epson.com/eme>. In addition, see <http://www.epson.com/eme> for the most up-to-date product information, including installation drivers, user guide, product specification, firmware and product related software updates.

9. Personal Data

To register for Epson CoverPlus, Epson will require certain personal data (e.g., name, address, email address). This information is necessary to provide the Service. With your consent, Epson may use your data to send marketing materials or contact you regarding the Service. You can opt-out at any time. For more information, please see the Privacy Information Statement on the Epson website.

10. Epson's Liabilities

Epson will repair or replace the Product if it is damaged as a direct result of negligence during the provision of the Services. If other property belonging to you is damaged as a direct result of negligence by Epson or its contractor, Epson will pay up to a maximum of \$500,000 for the repair or replacement of that property with property of an equivalent age, condition and specification.

If as a result of negligence by Epson (or by its employees or contractors involved in providing the Service) Epson or its contractor causes any personal injury or death, Epson accepts liability for this.

If Data (as referred to in paragraph 6) on your system is affected as a direct result of Epson providing the service in a negligent manner, Epson will attempt to restore the affected Data to your system from the back-ups you have taken (as required above). Alternatively, you may restore this information yourself for which Epson will compensate you at a reasonable rate. Epson does not accept any other responsibility or liability for anything damaged, corrupted or lost from your system that has not been backed up correctly or for any losses arising from such damage, corruption or loss or for any failure by you to take the required back-ups.

Epson does not accept any liability beyond this. In particular, Epson does not accept any liability (for breach of contract, negligence or otherwise) for any consequential loss or damage, loss of use of your product or other items or loss of sales, profits or opportunity you may suffer. If you think a failure by Epson to provide the Service properly may cause you losses of this kind and it is important to you to protect against them, you should either take out appropriate insurance or contact Epson to discuss individually negotiated terms at a premium price.

11. Complete Agreement

These conditions constitute the entire agreement between you and Epson concerning EPSON CoverPlus. No other terms, conditions, or warranties (unless implied by law) apply to this agreement.

In particular: EPSON CoverPlus is referred to, by Epson and others, in marketing and other materials as an Extended Warranty or as an extension to the Commercial Warranty offered by Epson. Although this is a convenient shorthand for describing them, the EPSON CoverPlus contract and the Service to be provided under that contract exist independently of any such

Commercial Warranty. The Services provided during the Term are indeed similar to those offered, usually for a shorter period, under Epson's free of charge Commercial Warranty. However, the Service under the **EPSON** CoverPlus contract is provided on, and only on, the conditions set out in this document and not by reference to any wording contained in any Commercial Warranty offered by Epson.

12. The nature of the Contract

EPSON CoverPlus is a service agreement, not an insurance policy. Epson does not guarantee that the Product will not fail or that it will meet any specific quality standards. This agreement does not extend the rights you obtained when you purchased the Product, nor does it affect any legal rights you may have.

13. Interpretation and Jurisdiction

Except in any country where it is a compulsory legal requirement, which may not be excluded by agreement, that this agreement with you should be subject to the legal system of that country, this agreement shall be interpreted according to the laws of Dubai International Financial Centre. This document has been prepared in English by Epson for use across the Middle East, Turkey, Africa, Central and West Asia, Ukraine and Moldova. Translation into other languages is only for convenience and shall not affect the interpretation of the English document which is the definitive text.

Local sales companies address and contact details can be found on the Epson support website <http://www.epson.com/eme>² where there is a list of countries, please select your territory to be taken to your local support page.

For full descriptions of the service available and the service levels please see the CoverPlus Service Level Guide.

² Select your country or region in the section 'Get support for your Epson product' and you will be redirected to Epson Support.