

A. Epson's Responsibilities.

This Agreement is between Epson America, Inc. ("Epson," "We," or "Our") and purchaser (the "Customer," "You," or "Your") for the Epson Projector Product covered by this Agreement ("Product"). During the term of this Agreement, Epson will provide, all parts and labor except as excluded below, necessary to service and repair the Product to a condition suitable for normal use (the "Service"). "Normal use" is defined as regular, ordinary, and routine use of the Product under normal operating conditions as intended and/or recommended by Epson.

B. How To Obtain Service.

1. You may obtain Service for the Product, or request additional information, by contacting the Epson Connection at (800) 637-7661. You will need to use the PIN # supplied with your Product to use this toll-free number. If you cannot locate your PIN #, call (562) 276-4394.
2. This Agreement, or a copy, must be presented when You request Service for the Product.
3. Services Included:
 - A. All Service provided under this Agreement shall be performed by Epson or an Epson Customer Care Center location.
 - B. If Service requires replacement of the Product or parts, We will supply new or remanufactured product or parts on an exchange basis. Exchanged Product/parts become the property of Epson.

C. Service Provided.

- A. If You have purchased "EXCHANGE SERVICE", We will ship you a replacement unit, freight prepaid. You are responsible for returning the defective Product within five (5) working days of receipt of the replacement unit. You will need to provide a credit card number to secure the cost of the replacement product, in the event that you fail to return the defective one. Epson will be responsible for shipping costs to and from Epson.
- B. If You have purchased "FAST TURN DEPOT SERVICE," You are responsible for all costs and delivery of the Product to Epson's designated carrier for shipping. Epson will supply shipping information and pay for shipping costs to and from Epson.
- C. At our option, we may replace a product with one of like kind and quality. Our liability for replacement of the Product will not exceed the original retail selling price of the Product. The replaced Product or part shall become Epson property. Exchange or replacement products and parts assume the remaining coverage period under this Agreement.
- D. Please retain copies of all shipping documentation for a minimum of 90 days. You may need to provide copies to Epson, if requested.

D. Services and Parts Excluded.

- . This Agreement excludes:
 - A. On-Site or in-house service and repair of the Product;
 - B. Service, maintenance, repair or replacement necessitated by any loss or damage resulting from any cause other than normal usage, including without limitation, to loss or damage due to misuse, abuse,

- use outside of the specifications, or improper installation or maintenance;
 - C. Replacement of missing parts, the provision of retrofits, or scheduled preventative maintenance;
 - D. Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part;
 - E. Service or repair of covers, cabinets, lids or other non-operation and cosmetic components, and consumables such as bulbs or appearance parts or interior or exterior finishes;
 - F. Service or repair made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Epson, power failures or shortages, improper shipping, common carrier equipment and/or facilities;
 - G. Service or repair by persons other than those trained by Epson to service the Product;
 - H. Service or repair on Products purchased and/or used outside the United States and Canada;
 - I. Service or repair on third party products not manufactured and sold by Epson;
 - J. Service or repair of Product on which the EPSON label or logo or the rating label or serial number have been defaced or removed;
 - K. Service or repair made necessary by use of or damage caused by third party products.
- A. If You authorize an Epson Customer Care Center to perform any services excluded under this Agreement, You agree to pay the Customer Care Center its usual and customary fees for such work.
- B. If a claimed problem cannot be identified or reproduced in Service, You agree to pay the Customer Care Center for costs incurred.

E. Eligibility.

0. We reserve the right to require an inspection of the Product at Your expense prior to the acceptance of this Agreement to verify that the Product is in unaltered, operable condition and in good working order suitable for normal use.
1. Acceptance of this Agreement is expressly conditioned upon prior payment by You of the full Epson Extended Service Plan fee and any applicable taxes.
2. You agree to notify Epson if Product is lost, or stolen, or sold.

F. Term and Renewal.

0. The term of this Agreement shall begin on the date your original warranty coverage ends and continue one year or two years thereafter, depending on the length of coverage purchased.
1. We may renew the service plan; however, we are not obligated to do so, nor to accept a service plan order, in the event you tender one. We also reserve the right to modify the terms and conditions applicable to any renewal and to change the renewal fees.
2. You may not assign or transfer this Agreement without the prior and express written consent of Epson. Any other purported transfer or assignment shall be void.

G. Disclaimer; Limitation of Liability.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE COVERAGE PERIOD OF THIS AGREEMENT. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY, NEITHER EPSON AMERICA, INC. NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE PRODUCT, OR FROM THE SERVICES, OR ANY DELAY IN PROVIDING SERVICE, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IF THE REMEDY ABOVE FAILS, EPSON'S ENTIRE LIABILITY SHALL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THIS AGREEMENT.

H. Miscellaneous.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. Any dispute relating to the Services or Products provided under this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Los Angeles, California. The prevailing party shall be awarded reasonable attorney fees, and all other costs and expenses incurred in connection with the proceedings. Any cause of action

or claim you may have with respect to this Agreement must be commenced within one (1) year after the claim or cause of action arises. Epson shall not be liable for 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 its reasonable control. Epson's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. In Canada, warranties include both warranties and conditions.

Epson America, Inc. is obligated for performing service and repair under this Agreement.

Epson America, Inc., 3131 Katella Ave, Los Alamitos, CA 90720.