

Epson PreferredSM

Limited Commercial Warranty Program for the
Epson® SureColor® T5770D Series Printers

Toll-Free Phone Number

Priority Technical Support

Security and Peace of Mind

On-Site Repair/Exchange

Congratulations on your purchase of an Epson SureColor T5770D series printer. Your printer is designed to provide consistent high-quality output in the technical printing environment. To ensure your complete satisfaction with its performance, Epson is pleased to include the Epson Preferred Limited Commercial Warranty Program described in this document.

Your printer is designed to use UltraChrome® XD3 ink and delivery systems. Any damage caused by the use of other inks or ink delivery systems will not be covered under this warranty.

This limited warranty includes priority toll-free technical phone support and other services as noted under Terms and Conditions—Limited Warranty for Commercial Products. Should you have a question or experience a problem with your printer, simply call the exclusive Epson toll-free number and select the technical support option as described in this booklet. Please have your serial number available for the technical support specialist. Since it's an exclusive number, your call will be answered promptly.

Important Notice: This limited warranty contains important legal terms and conditions, including an arbitration provision. Please review carefully.

Once again, congratulations and welcome to the Epson Preferred Family.

For Epson Technical Support

Follow these easy steps to obtain technical support.

Step 1: Have your serial number available: _____

Step 2: Call toll-free (888) 377-6611 or call (562) 276-1305 (U.S. and Canada).

Step 3: Follow the voice prompt instructions.

Step 4: Be prepared to work with the technical support specialist to diagnose the problem.

Operating hours: Currently Monday through Friday, 7 AM to 4 PM, Pacific Time. Support hours are subject to change without notice.

Terms and Conditions

Limited Warranty for Commercial Products

- A. What Is Covered:** Epson America, Inc. ("**Epson**") warrants to the first end-user customer that the Epson SureColor T5770D series printer ("**Product**") covered by this limited warranty statement, if purchased and used in the United States, Canada, or Puerto Rico, will conform to the manufacturer's specifications and will be free from defects in workmanship and materials for either a period of one (1) year from the date of original purchase, or 90,000 A1+-size sheets printed horizontally¹, whichever occurs first ("**Warranty Period**"). This limited warranty is not transferable. Epson also warrants that the consumable ink included with the Product will perform to the manufacturer's specified usage. The warranty for the ink shipped with the Product may expire before the expiration of the limited warranty for the Product.
- B. What Epson Will Do To Correct Problems:** Should your Epson SureColor T5770D series printer prove defective during the Warranty Period, please call the toll-free Epson support line identified in this booklet. This line will be answered during Epson's regular support hours (currently, 7:00 AM to 4:00 PM, Pacific Time, Monday through Friday—subject to change without notice). When you call, please be prepared to provide the service technician with proof of purchase information including the Product serial number and original date of purchase. You may need to provide proof of purchase if warranty coverage cannot be verified by the serial number. An Epson service technician will work with you to try to resolve the problem. If service is required, the on-site service program may be utilized. The technician will provide additional instructions about the program at the time this service is being set up. At its sole discretion, Epson may instead elect to perform exchange service. For more details, please see Section C. On-Site Response and Section D. Printer Exchange. When service involves the exchange of a Product or its parts, the items replaced become the property of Epson. Replacement items assume the remaining Warranty Period of the original Product. Parts and Products exchanged may be new or remanufactured to Epson standards.
- C. On-Site Response:** If Epson determines that a warranted hardware defect requires repair, Epson may elect to use on-site service. If this is the case, and if Epson determines that you are within Epson's on-site service territory, an Epson-authorized servicer will be contacted to make the repair at your facility. Epson will usually dispatch repair parts and a technician to your location for the next business day if determination that repair is required occurs prior to 1:00 PM, Pacific Time. If that determination is made after 1:00 PM, Pacific Time, dispatch will usually be for the second business day. Shipments to remote areas may have longer delivery times. An adult must be available to accept the parts delivery and be present at all times while a technician is on-site. Epson's shipment of service parts does not guarantee that replacement is required.
- D. Printer Exchange:** Epson may, at its sole discretion, elect to replace a Product that for whatever reason appears to require repair due to a warranted hardware defect. Under these rare circumstances, Epson will replace the Product with the same or a comparable product refurbished to the Epson

¹ Printed sheets are calculated from carriage passes. Total printed sheets can be viewed on a status-sheet printout.

standard of quality. (The replacement product will not include promotional materials, accessories, stands, documentation, manuals, software, or cables.) You must be able to receive, unpack, and install the replacement product, and prepare the defective Product for return shipment by following the procedures described in the *User's Guide* or documentation provided by Epson.

The repacked defective Product will be picked up by a carrier designated by Epson. If the defective Product is not returned within seven (7) business days of receipt of the replacement printer, you will be invoiced at the price of the replacement printer. If the Product is returned damaged because you have not properly packed or shipped it, you will be billed for the damage. It is your responsibility to unpack, reinstall optional components, and set up the exchange printer at your location. Epson does not cover damage caused by improper installation.

E. What This Warranty Does Not Cover:

1. Standard Exclusions:

- a. Any damage caused by misuse, abuse, improper installation, or neglect; disasters such as fire, flood, or lightning; or improper electrical currents, software, or interaction with non-Epson products.
- b. Any damage caused by using inks or ink delivery systems other than the Epson UltraChrome XD3 ink system for which the Product was designed.
- c. Any damage caused by using unsuitable media or garments (see your online *User's Guide* for details).
- d. Any damage caused by, or any service for, third-party software, applications, parts, components, or peripheral devices added to the Product after its shipment from Epson, such as dealer- or user-added boards, components, or cables.
- e. Any damage caused by installing the Product next to a heat source or directly in the path of an air vent or air conditioner.
- f. Service when the Product is used outside the U.S., Canada, or Puerto Rico.
- g. Service if the Product label, logo, rating label, or serial number has been removed.
- h. Any damage from service performed by anyone other than an Epson-authorized servicer.
- i. Any service or replacement of consumable items or maintenance consumables, such as ink cartridges, ink supply units, ink packs, or pick-up rollers.
- j. Any cosmetic damage or wear to Product casings or covers.
- k. Any color change or fading of printed media or garments, or reimbursement of materials or services required for reprinting.
- l. Any Product or parts purchased as used, refurbished, or reconditioned.

- m. Service required to return the Product to operation if it has been turned off for an extended period and prestorage maintenance was not performed (see your *User's Guide* for details).
- n. Any damage caused by using improper packaging materials or improper packaging and shipping when returning a Product for repair or replacement. You will be invoiced for such shipping damages to the Product.

2. Product-Specific Exclusions:

- a. Any damage caused by improper use, neglect, or improper performance of user-level maintenance as documented in the *User's Guide*. See the maintenance section of your *User's Guide* for in-depth maintenance instructions.
- b. There is no warranty coverage once the Product has reached either one (1) year from the date of original purchase, or 90,000 A1+-size sheets printed horizontally, whichever occurs first.

Note: If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

F. 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.

G. 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.

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

I. **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:** The 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.

Purchasing Extended Service: the Epson Preferred Plus Plan

The Epson Preferred Limited Commercial Warranty offers warranty service during your warranty coverage period of one (1) year from the date of original purchase, or 90,000 A1+-size sheets printed horizontally, whichever occurs first. We'd like to inform you of the opportunity to continue enjoying Epson service after the end of this limited warranty through our Preferred Plus Plan—Epson's extended service contract. Ask your dealer for details or call Epson at (888) 377-6611. The Preferred Plus Plan must be purchased before expiration of your original warranty coverage.

