

## Canon CarePAK Terms and Conditions.

### CANON CAREPAK EXTENDED SERVICE PLAN TERMS AND CONDITIONS

#### Eligibility

The Canon CarePAK Extended Service Plan (the "CarePAK") is provided by Canon U.S.A., Inc. ("CUSA") with respect to the Canon brand product identified on your CarePAK Certificate of Registration for which the CarePAK has been purchased (the "Covered Product"). You must have registered with CarePAK while your Covered Product was within the term of the CUSA Limited Warranty for the Covered Product. CUSA reserves the right to verify the information you provide to CUSA in connection with your registration for the CarePAK and may reject your enrollment. The Purchase of the Extended Service Plan is not required either to purchase the Covered Product or to obtain financing for the Covered Product.

#### Activating the CarePAK

If you do not agree with the Terms and Conditions of the CarePAK, you may cancel and obtain a refund in accordance with the section entitled "Ability to Cancel and Right to Refund" below. The CarePAK becomes effective when you register your Covered Product with CUSA. A CarePAK Certificate of Registration will be mailed to you upon registration of your Covered Product.

#### Coverage

1. Coverage under the CarePAK begins on the expiration date of the original CUSA Limited Warranty on the Covered Product, and continues for the term indicated on your CarePAK Certificate of Registration (the "Term").
2. Subject to the limitations set forth in "Service Limitations" below, CUSA agrees to repair or replace, without charge, any defective part in your Covered Product with a new or comparable rebuilt part during the Term of the CarePAK. Any parts that are replaced shall become the property of CUSA. Replacement of parts shall not extend the Term of the CarePAK. Likewise, if CUSA should replace the Covered Product, the original Covered Product shall become the property of CUSA. Coverage under the CarePAK shall automatically transfer to the replacement product but shall not extend the Term.
3. The CarePAK is valid only for service of a Covered Product purchased and used in the United States. The CarePAK is not transferable to another Covered Product except as provided in paragraph 2 above.
4. For Oregon Residents only: This Extended Protection (Service) Plan is insured by a contractual liability insurance policy issued to Canon U.S.A., Inc. by Sampo Japan Insurance Company of America, Two World Financial Center, 225 Liberty Street, New York, NY 10281-1058.

#### Technical Support

You are entitled to the telephone support set forth below for the Covered Product during the Term of the CarePAK. Toll-Free telephone support for troubleshooting issues at 1-800-423-2366 is available Monday through Friday from 8:00 a.m. to 8:00 p.m., E.S.T. excluding holidays. Hours of availability for toll-free telephone support are subject to change in CUSA's reasonable discretion. For more efficient support, please have your CarePAK enrollment number, Covered Product model, and Covered Product serial number available.

#### Obtaining Service

As a condition to obtaining service under this CarePAK, you must first troubleshoot your Covered Product's malfunction in good faith with CUSA's technical support team. If CUSA cannot fix the Covered Product's malfunction through remote diagnosis, CUSA may choose to either (1) exchange your Covered Product through CUSA's Advanced Exchange Service program, (2) schedule an on-site service call through an independent CUSA Authorized Service Provider (the "Service Provider"), or (3) refer you to a CUSA Authorized Service Facility ("ASF") (Carry-In/Mail-in Service), all as more fully described below. The service option chosen is in CUSA's sole discretion. Not all options may be available at the time service is requested.

1. Advanced Exchange Program: CUSA may elect to service your Covered Product through its Advanced Exchange Program. Under the Advanced Exchange Program, a defective Covered Product will be exchanged for a comparable refurbished Covered Product on an expedited basis, usually by the next business day (two business days for Alaska and Hawaii). You will be required to provide a ship-to location (street address only) for the replacement product. You may be required to sign a form to guarantee the return of the defective unit and provide a valid credit card authorization. If you do

not return your defective Covered Product to CUSA by the date and in the manner specified by CUSA, CUSA may cancel your CarePAK and invoice you for the full replacement cost of a new Covered Product, or charge your credit card for this cost.

2. Service Provider: In the event that CUSA's technical troubleshooting cannot resolve your problem, CUSA may elect to send a Service Provider to your location in an expedited manner to facilitate the repair of your Covered Product.

3. ASF Program (Carry In/Mail-in Service): Under CUSA's ASF Program, the defective Covered Product is repaired by an ASF and then returned to you. The CUSA representative will direct you how to obtain the name and phone number of the ASF nearest to you. You must contact the ASF to schedule the repair. If shipping is involved, you must properly package and send your Covered Product, at your expense, to the ASF, together with a complete explanation of the problem and a return address. DO NOT INCLUDE ANY OTHER ITEMS WITH THE COVERED PRODUCT. Products will be repaired and returned to you without charge by the ASF.

Any Covered Product received by CUSA or an ASF that is not covered by this CarePAK will be returned to you unrepaired at your expense or, at the discretion of CUSA or the ASF, you may receive an estimate of repair at CUSA's or the ASF's then prevailing service rates. You will also be charged for on-site repairs not covered by this CarePAK at CUSA's then prevailing service rates.

### **Service Limitations**

The CarePAK covers defects encountered in normal use of the Covered Product, and does not cover the following:

1. Loss of or damage to the Covered Product due to abuse, mishandling, improper packaging by you, neglect, alteration, electric current fluctuation or accident; improper use, including failure to follow operating, maintenance or environmental instructions prescribed in the operator's manual; use of the Covered Product with non-compatible computers, peripheral equipment or software; or repair performed by other than a service representative qualified by CUSA.
2. Service necessitated by the use of parts or supplies (other than those distributed by CUSA) which damage the Covered Product or which cause abnormally frequent service calls or service problems.
3. Service of the Covered Product if it has been modified or altered in any way (including any alteration or removal of serial numbers or identification marks).
4. Service, repair or replacement of any covers, lids, or trim parts, or any consumable items, including without limitation, toner and/or ink cartridges, ink tanks and printheads.
5. Preventive maintenance.
6. Service, repair or replacement of accessories or options for the Covered Product, or of any equipment or software not distributed by Canon which may be used with, or be connected to, the Covered Product.
7. Service, repair, or replacement of any Covered Product purchased or used outside of the United States.

### **Limitation of Liability**

NEITHER CUSA NOR ANY SERVICE PROVIDER OR ASF SHALL BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA OR ANY SERVICE PROVIDER OR ASF), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE COVERED PRODUCT OR ANY COMPONENT THEREOF, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA OR ANY SERVICE PROVIDER OR ASF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST CUSA OR ANY SERVICE PROVIDER OR ASF BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE COVERED PRODUCT SOLD BY CUSA AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND PROPERTY OWNED BY YOU OR OTHERS, ARISING OUT OF USE OR POSSESSION OF ANY COVERED PRODUCT SOLD BY CUSA NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA OR ANY SERVICE PROVIDER OR ASF. YOU ACKNOWLEDGE THAT PURCHASE OF THE CAREPAK DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRODUCT. FOR ANY MATERIAL BREACH OF THIS PLAN BY CUSA OR ANY SERVICE PROVIDER, OR ASF, YOUR REMEDY, AND THE LIABILITY OF CUSA OR ANY SERVICE PROVIDER OR ASF, SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE PAID FOR THE PLAN.

**Extending the CarePAK (Applicable to CR-25, CR-55, CR-180II, DR-X10C, DR-1210C, DR-2010C, DR-2010M, DR-2050C, DR-2050SP, DR-2510C, DR-2510M, DR-2580C, DR-3010C, DR-4010C, DR-6010C, DR-6050C, DR-7090C, DR-7550C, ScanFront 220, ScanFront 220P, ScanFront 220e and ScanFront 220eP only)**

Subject to this section, your CarePAK can be extended. You will be contacted within thirty (30) days of the scheduled expiration date of your CarePAK about whether you want to extend coverage for an additional period. This extension period will be the same length as the then current term of your CarePAK. In no event, however, will the combined term of your manufacturer's Warranty, original CarePAK and any CarePAK extension period exceed five (5) years. If you wish to extend your CarePAK, follow the instructions provided when you were contacted about extending. Coverage during each respective extension period will be governed by CUSA's then current version of the CarePAK terms and conditions which must be agreed to in order for the extension period to become effective.

**Ability to Cancel and Right to Refund (Except for Oregon Residents)**

You may cancel the CarePAK for a full refund within thirty (30) days of the original date of purchase of the CarePAK if you have made no service claims. To cancel, send a written notice of cancellation, which includes your name, address, daytime phone number, your CarePAK Label, with a copy of your original CarePAK Certificate of Registration to Canon at: Canon CarePAK Extended Service Plan, Imaging Systems Group, Product Marketing Department, One Canon Plaza, Lake Success, NY 11042.

OREGON RESIDENTS ONLY: You may cancel this CarePAK at any time for any reason by sending a written notice of cancellation, which includes your name, address, daytime phone number, and your Canon CarePAK label, to Canon at Canon CarePAK Extended Service Plan, Imaging Systems Group, Product Marketing Department, One Canon Plaza, Lake Success, NY, 11042. Canon may cancel this CarePAK if you fail to pay, make a material misrepresentation or substantially breach your duties under this CarePAK. The cancellation of this CarePAK is not effective until at least thirty (30) days after the notice of cancellation is mailed to you. If this CarePAK is cancelled by you or CUSA within sixty (60) days of the date of purchase, CUSA will refund the entire amount you paid for the CarePAK. If this CarePAK is cancelled thereafter by either party, CUSA will refund the entire amount you paid allocable to the remainder of the term of this CarePAK prorated on a monthly basis.

**Alternative Dispute Resolution**

There is no informal dispute settlement process established under this CarePAK.