Supplier's Declaration of Conformity

According to 47CFR, Part 2 and 15 for Class B Personal Computers and Peripherals; and/or CPU Boards and Power Supplies used with Class B Personal Computers:

We: Epson America, Inc.

Located at: 3840 Kilroy Airport Way, MS 3-13, Long Beach, CA 90806-2469

Telephone: (562) 981-3840

Declare under sole responsibility that the product identified herein, complies with 47CFR Part 2 and 15 of the FCC rules as a Class B digital device. Each product marketed, is identical to the representative unit tested and found to be compliant with the standards. Records maintained continue to reflect the equipment being produced can be expected to be within the variation accepted, due to quantity production and testing on a statistical basis as required by 47CFR §2.906. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Trade Name: Epson®

Type of Product: LCD Projector

Model: H981A/H982A/H983A/HA03A/H985A/H987A/H988A/H978A Marketing Name: PowerLite® E20/X49/W49/118/119W/982W/992F/1288

Options: Remote controller (model 2198635xx [x=0–9])

Wireless LAN Safety and Specifications (PowerLite 992F/1288)

Contains wireless LAN module model: WLU5630B-D101(RoHS) and WLU5000-D101(RoHS)

This document provides safety instructions and describes the specifications. Read this document carefully before use to ensure your safety and product performance.

Data transmission is always initiated by software, which is then passed down through the MAC, through the digital and analog baseband, and finally to the RF chip. Several special packets are initiated by the MAC. These are the only ways the digital baseband portion will turn on the RF transmitter, which it then turns off at the end of the packet. Therefore, the transmitter will be on only while one of the aforementioned packets is being transmitted. In other words, this device automatically discontinues transmission in case of either absence of information to transmit or operational failure.

This equipment is restricted to indoor operation only.

U.S.

Contains FCC ID: BKMAE-WLU5630 Contains FCC ID: BKMAE-WLU5000

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- · Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Caution: Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment. Properly shielded and grounded cables and connectors must be used for connection to host computers and/or peripherals in order to meet FCC emission limits.

This transmitter must not be co-located or used in conjunction with any other antenna or transmitter.

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated keeping the radiator at least 7.9 inches (20 cm) or more away from person's body.

Canada

Contains IC: 1052D-WLU5630 Contains IC: 1052D-WLU5000 CAN ICES-3 (B)/NMB-3 (B)

This device complies with Industry Canada's license-exempt RSSs. Operation is subject to the following two conditions: (1) This device may not cause interference; and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

This equipment complies with IC radiation exposure limits set forth for an uncontrolled environment and meets RSS-102 of the IC radio frequency (RF) Exposure rules. This equipment should be installed and operated keeping the radiator at least 20 cm (7.9 inches) or more away from person's body.

Epson America, Inc. Limited Warranty

Two-Year Projector Limited Warranty and 90-Day Lamp Limited Warranty

- A. What Is Covered: Epson America, Inc. ("Epson") warrants to the purchaser of the Epson product enclosed with this limited warranty statement that the product, if purchased new and operated in the United States, Canada, or Puerto Rico, will be free from defects in workmanship and materials for a period of two (2) years from the date of original purchase. This limited warranty applies only to the projector and not to the projector lamp, which carries a limited warranty period of ninety (90) days from the date of original purchase. For warranty service, you may be required to provide proof of the date of original purchase.
- B. What Epson Will Do To Correct Problems: If your product requires service during the limited warranty period, please call Epson at the number at the end of this statement and be prepared to provide the model, serial number, and, if required, date of original purchase. This line will be answered during Epson's regular support hours (currently 6:00 AM to 8:00 PM Pacific Time, Monday through Friday, and 7:00 AM to 4:00 PM on Saturday - subject to change). If Epson confirms that warranty service is required, Epson will, at its option, repair or replace the defective unit without charge for parts or labor. If Epson authorizes an exchange for the defective unit, Epson will ship a replacement product to you, freight prepaid, as long as you use an address in the United States, Canada, or Puerto Rico. The replacement product may be new or refurbished to the Epson standard of quality. (The replacement product may not include promotional materials, accessories, documentation, manuals, software, or cables.) You are responsible for securely packaging the defective unit and returning it to Epson within five (5) working days of receipt of the replacement. Epson requires a debit or credit card number to secure the cost of the replacement product in the event that you fail to return the defective one. If Epson authorizes repair instead of exchange, Epson will direct you to send your product to Epson or its authorized service center, where the product will be repaired and sent back to you. You are responsible for packaging the product and for all postage or shipping costs to and from the Epson authorized service center. When warranty service involves the exchange of the product or of a part, the item replaced becomes Epson's property. The exchanged product or part may be new or refurbished to the Epson standard of quality. If service cannot be provided on the product for any reason and Epson no longer sells the same model, Epson will replace your product with a model of equal or superior value. Replacement products or parts assume the remaining warranty period of the original product. If Epson replaces the lamp as part of the warranty service, the replacement lamp carries the limited 90-day warranty stated above.

C. What This Warranty Does Not Cover:

- 1. 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
- 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
- 3. Any damage caused by installing the product next to a heat source or directly in the path of an air vent or an air conditioner
- 4. Damage due to excessive, continual usage
- 5. Damage caused by failure to properly maintain the product (see your online *User's Guide* for details)
- 6. Service when the product is used outside the U.S., Canada, or Puerto Rico
- 7. Warranty service if the product label, logo, rating label, or serial number has been removed
- 8. Consumables such as filters or any items that are identified as being replaceable by the user in the product documentation (see your online *User's Guide* for details)
- 9. Loss of data
- 10. Installation or removal
- 11. Any damage from service performed by anyone other than an Epson Authorized Servicer
- 12. Damage resulting from operation or storage in areas with smoke, oil, high humidity, steam, corrosive gases or chemicals, excessive dust, vibration, or shock
- 13. Cosmetic damage caused by handling or normal wear and tear during use
- 14. Any product or parts purchased as used, refurbished, or reconditioned
- 15. 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 damage to the product.

This warranty is not transferrable. Epson is not responsible for your data or applications, which cannot be restored and should be backed up by you. Postage, insurance, or shipping costs incurred in presenting your Epson product for carry-in warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

- D. DISCLAIMER OF WARRANTIES: EPSON'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE LIMITED TO EITHER, AT EPSON'S OPTION, REPAIR OR REPLACEMENT AS SET FORTH ABOVE. 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 WARRANTY PERIOD IDENTIFIED ABOVE. 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.
- E. EXCLUSION OF DAMAGES; EPSON'S MAXIMUM LIABILITY: IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY 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 EPSON PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EPSON OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE ORIGINAL RETAIL 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.

F. Disputes, Arbitration, Governing Laws:

- 1. Both you and Epson agree that any controversy or claim arising out of or relating to Epson products or services or this agreement, shall be resolved by arbitration on an individual, non-class, non-representative basis, rather than in court. The arbitration shall be governed by the rules of JAMS that are in effect when the arbitration is filed, excluding any rules that permit arbitration on a class or representative basis and under the rules set forth in this agreement. The arbitrator, and not any federal, state, or local court or agency shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation, including but not limited to, any claim that all or any part is void or voidable. JAMS rules are available at http://www.jamsadr.com or by calling 1-800-352-5267. Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. If you wish, you may appear at the arbitration by phone. The arbitrator is bound by the terms of this agreement.
- 2. Pre-Arbitration Steps and Notice. Before submitting a claim for arbitration, you agree to try, for sixty (60) days, to resolve any dispute informally by contacting us at customer.inquires@ea.epson.com. Please include your name, address and contact information, the facts giving rise to the dispute, and the relief requested. You agree to act in good faith to resolve the dispute, but if you and Epson do not reach a resolution within the sixty (60) days, you may commence an arbitration.
- 3. Opt-out. You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class and representative proceedings specified in this agreement by sending a written letter to Epson America, Inc., ATTN: Legal Department, 3840 Kilroy Airport Way, Long Beach, CA 90806, within thirty (30) days of your purchase of the Epson products and/or services that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section F. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to litigation.
- 4. There is no judge or jury in arbitration and your grounds for appeal are limited, however, the arbitrator is empowered to grant relief and award you the same damages as a court could, including declaratory or injunctive relief. Judgment on the arbitration may be entered in any court having jurisdiction.
- Notwithstanding the foregoing, you may bring an individual action in a small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.
- 6. Notwithstanding the foregoing, we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of trademark, patent infringement, copyright, or trade secret.
- 7. Any action must be brought within one (1) year of the expiration of the warranty.
- 8. If any provision in this Section F is found to be unenforceable, that provision shall be severed with the remainder of this agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions. This means that if Section 9 (below) is found to be unenforceable, the entire Section 9 (but only Section 9) shall be null and void.
- 9. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.
- **10.** This Section F is governed by the Federal Arbitration Act.

G. Other Provisions:

- Other Rights You May Have: This warranty gives you specific legal rights, and you may also have other
 rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on how
 long an implied warranty lasts, or allow the exclusion or limitation of incidental or consequential
 damages, so the above limitations or exclusions may not apply to you.
- 2. Warranties in Canada: In Canada, warranties include both warranties and conditions.
- Governing Law: Except for any claims subject to arbitration pursuant to Section F, you and Epson agree that the law of the state where you reside shall govern.
- 4. Venue: Except for claims subject to arbitration pursuant to Section F, in the event of a dispute you and Epson both consent to the jurisdiction of your state of residence or, if none, then of the courts in Los Angeles County, California.

To find the Epson Authorized Reseller nearest you, please visit www.epson.com in the U.S. or www.epson.ca in Canada.

To find the Epson Customer Care Center nearest you, please visit www.epson.com/servicecenterlocator in the U.S. or www.epson.ca/servicecenterlocator in Canada.

To contact the Epson ConnectionSM, please call (800) 637-7661 or (562) 276-4394 in the U.S. and (905) 709-3839 in Canada, or write to Epson America, Inc., P.O. Box 93012, Long Beach, CA 90809-3012.

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