



Limited Lifetime Warranty

Evolve warrants its products to be free from defects in material and workmanship for as long as the original customer owns the product or 25 years in the case of a corporate purchaser. This warranty is made by Evolve only to original customers acquiring the product directly from Evolve's authorized dealers. The customer's remedy pursuant to this warranty is limited to repair or replacement of parts or product at Evolve's option. Consent from Evolve must be obtained before any warranty work is performed. This warranty shall not apply to any products which must be replaced because of normal wear and tear, negligence, abuse or "accident", shipping damage, or product use and installation other than in accordance with written instructions or warnings. It shall also not apply when product has been modified or altered, repaired or refurbished by someone other than Evolve or an authorized dealer or because of natural variations over which Evolve has no control. In the event of repair and/or replacement of any defective product, Evolve does not warrant matching color, grain, texture or dye lots. This warranty does not cover the cost of transportation or labor. Evolve makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, expressed or implied, other than those set forth in the Price List. In no event shall Evolve be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This Limited Lifetime Warranty is NOT applicable to customers who use Evolve products for rental purposes and is effective only for products, parts or components manufactured after October 1, 2000.

Evolve does not warrant color fastness on Customer's Own Material.

Because of natural variations over which Evolve has no control, this warranty does not extend to color, grain or texture of wood, and Evolve does not warrant matching of color, grain or texture.

Evolve makes no warranties, including implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.

Limitation of Remedy

Purchaser's sole and exclusive remedy (excluding the repair or replacement of goods for breach of the express warranty above) for any matter or claim arising under or relating to these terms and conditions, the goods covered hereby and any transaction involving or relating to such goods, whether in contract, tort (including negligence) or otherwise, shall be payment of the lesser of the cost to repair or replace said product or the purchase price for the goods to which the claim relates. In no event shall Evolve be liable for any special, indirect, consequential, or incidental damages, including without limitation, damages for loss of business profits, business interruptions, or loss of information.

E. and O.E.

All quotations, acknowledgements and invoices are subject to corrections for any errors and omissions.