

EVOLVE Lifetime Warranty



LIFETIME WARRANTY

Evolve warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. This warranty is made by Evolve only to original customers acquiring the product directly from Evolve's authorized dealers. The customer's sole 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.

Evolve's warranty does not cover the cost of transportation or labor. Repair or replacement will be at Evolve's option. 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 this Price List. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Evolve be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

This 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 January 1, 2011.

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.

Exceptions to Warranty Include:

- Electrical components, which are warranted for ten years from the date of delivery.
- Moving parts such as glides, slides, casters, user-adjustable worksurface mechanisms, which are warranted for five years from date of delivery.

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.

EVOLVE'S WARRANTY DOES NOT APPLY (FOR ANY PRODUCT CATEGORY) TO THE FOLLOWING:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Evolve's written instructions and warnings
- Modifications, attachments or repair methods not approved by Evolve
- Damage caused by a carrier in transit, or delivery/ installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Evolve's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

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