

# TERMS & CONDITIONS

## APPLICATION OF STANDARD TERMS

Sales of Evolve products are made only on Evolve standard terms and conditions of sale which are contained in the Price Book and in Evolve's order acknowledgments. These standard terms and conditions may be modified or supplemented only by a separately written document signed by Evolve's authorized personnel at its head office in Marlton, New Jersey. An offer by Purchaser of said terms and conditions shall not be binding until accepted by Evolve in writing.

All illustrations, specifications and prices in this Price List are based on the latest product information available at the time of publication. Evolve reserves the right to make changes, at any time and without prior notice, to prices, colors, materials, specifications and models offered.

## PRICES AND PAYMENT

The prices shown in this Price List, as well as those quoted by Evolve, shall be in US dollars for orders shipped to destinations within the continental United States.

Prices listed herein are for standard product. Quotations for special product are available through Evolve Customer Support Department in Marlton, New Jersey.

If shipping date requested is more than 90 days from date of order Evolve shall use published list prices effective at the time of shipment.

Not included in the list price are special or export packing, unpacking and installation. Orders are invoiced at the time of shipment. The Customer agrees to pay a charge of 2% per month of invoices outstanding more than 30 days.

## FOR PAYMENTS ONLY, MAIL TO:

Evolve Furniture Group, a division of:  
Global Industries, Inc.  
17 West Stow Road  
P.O. Box 562  
Marlton, New Jersey 08053

Any products sold shall remain the property of Evolve until fully paid for in cash. The Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such products to Evolve until such time as the goods have been paid for in full.

Freight charges will be prepaid by Evolve to destinations within the contiguous United States on shipments of \$10,000 list and greater. For shipments less than \$10,000 list, the freight charge will be 5% of the total list price.

Please note exception below:

**All showroom and mock-up orders will be subject to actual freight charges.**

Evolve shall, in its sole discretion, determine the most appropriate method of shipment routing and carrier. Shipments of less than a full trailer load (LTL) shall ship via common carrier. **These LTL shipments are not subject to specific delivery days or times.** Full trailer loads will provide for dedicated delivery time and schedule. Purchaser may request special packaging or method of shipment at Purchaser's sole expense.

## TAXES

All sales, use, excise and other applicable taxes and the collection and reporting thereof (excluding only taxes on the net income of Evolve) are the Purchaser's responsibility and will be invoiced to the Purchaser. If Purchaser claims an exemption from such taxes, it shall be the Purchaser's responsibility to furnish an appropriate exemption certificate to Evolve.

## ORDER INFORMATION

Evolve requires that **all orders be submitted in writing** to avoid errors and/or duplication. Orders will be acknowledged with Evolve's acknowledgement forms governing the transaction. The details appearing on the acknowledgement will describe the items to be shipped to Purchaser who must ascertain that they are correct. If not correct, Purchaser should notify Evolve immediately by telephone or fax followed by written confirmation. Acknowledgment shows approximate shipping date of items ordered. **Shipping dates are assigned to orders based on the item having the longest manufacturing lead time.** Orders with Customer's Own Material (C.O.M.), or missing or incorrect information (finish selections, fabric selections, etc.) will be scheduled for manufacturing upon receipt of COM or correct complete information. Purchaser must indicate if multiple shipping schedules are required including noting if the shipping date requested is longer than standard posted lead time. Each shipment will be invoiced at time of shipping and will be subject to payment terms described herein.

## C.O.M. CUSTOMER'S OWN MATERIAL

Should Purchaser request a fabric, not standard to the Evolve upholstery line, Purchaser shall submit a sample of not less than two yards for approval. Evolve will determine whether fabric is suitable to manufacturing process and applicable UL or code requirements. Should Evolve be required to test such fabric, it shall so advise Purchaser, and Purchaser shall be responsible for all costs associated therewith. This includes all duty and brokerage fees.

Fabric yardage requirement will be determined by Evolve. An additional charge may be made to cover the cost of cutting, matching or sewing unusual or directional patterns. Evolve shall have no responsibility for condition, quality, performance, physical properties or any other aspect of C.O.M. For panels, price as if grade 1 fabric is used.

Evolve reserves the right to reject any C.O.M. deemed unsuitable.

Evolve reserves the right to cancel an order at any time if C.O.M. is, in the sole judgement of Evolve, inadequate for any reason.

## CHANGES AND CANCELLATION

The order may not be changed or cancelled by Purchaser without the written consent of Evolve. This charge can be as much as 100% based upon proximity to scheduled shipment date. Special order items and fabric-covered items already in production are not subject to change or cancellation under any circumstances. Fabric-covered items are considered to be in production once the fabric has been cut.

## DEPOSIT ON SPECIAL ORDERS

Orders for nonstandard products may, at Evolve's discretion, require deposit prior to scheduling of production, the amount of the deposit being credited against the total price of the project.

## SUSPENSION

In the event that the Purchaser defaults in the payment of any sum due Evolve, or in the event the Purchaser's financial condition becomes unsatisfactory to Evolve, Evolve shall have the right at its option, upon written notice to the Purchaser, to cancel shipment of any goods, unless within ten (10) days of Purchaser's receipt of such notice Purchaser provides assurance of payment to Evolve in such form, content and/or amounts as Evolve, in its sole discretion, deems adequate.

## COMBINED SHIPMENTS

Evolve will make every effort to combine shipments and orders on written request. However, acceptance of such request shall be with Evolve's sole discretion.

## CODE RESTRICTIONS

Evolve portable furniture may be subject to local fire, electrical and/or building codes applicable to portable furniture. It shall be Purchaser's sole responsibility for the proper application of Evolve items within the limitations of such local codes, which may be different from area to area.

## SERVICE

Service problems shall be handled by the authorized Evolve dealer. Where this cannot be accomplished on a local level, service problems should be referred to:

Evolve Furniture Group  
Customer Support  
17 West Stow Road  
Marlton, New Jersey USA 08053  
856-552-4000 888-827-2500  
Attention: Evolve Operations Manager



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## STORAGE

In the event Purchaser requests postponement of delivery beyond the acknowledged shipping date, Evolve may transfer the goods to storage on Purchaser's account and at Purchaser's risk and expense subject to a daily storage rate. Such transfer to storage shall be deemed shipment to Purchaser for all purposes, including invoicing and payment.

## DELAYS

Evolve's order acknowledgement will state a shipping date which is Evolve's best estimate at the time the order is acknowledged. However, Evolve shall not incur any obligation or liability to Purchaser for failure to ship by a specified date. In addition, Evolve shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the goods shown on the face of the order acknowledgement where such delay, failure, loss or damage is the proximate result of any act of any governmental authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between unions or other labor disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the reasonable control of Evolve, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, Evolve may, without causing any breach or incurring liability, allocate goods which are in short supply, regardless of the reasons therefore, among purchasers, in any manner which Evolve, in its sole discretion, deems advisable.

## BACK CHARGES

Evolve will not accept charges for expense incurred by the Purchaser in expediting shipments or otherwise. Evolve will not accept charges for the repair of damage by others.

## CLAIMS

All goods are sold F.O.B. Toronto, Canada, unless otherwise agreed to in writing by Evolve. Evolve is not responsible for damage which occurs in transit or in storage. The carrier signs for all goods received in good order. It is the Purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier. Any claims made against Evolve for apparent defects, errors or shortages must be made by the Purchaser in writing, within fifteen (15) working days after any delivery. Failure by the Purchaser to make any claim against Evolve within the above-described fifteen days shall constitute acceptance of the goods and a waiver of any apparent defects, errors or shortages.

## RETURNS

No returns of goods will be accepted without written consent and shipping instructions, including Evolve's Return Goods Authorization (R.G.A.) numbers, to Evolve. A minimum restocking charge of 35% is made on all authorized returns for credit or refund, provided goods are received by Evolve in the condition in which they left the factory. No credit will be given if goods cannot be reused. Special order items and fabric-covered items are in no event subject to return. All returns must be approved and authorized in writing by Evolve Customer Support, Marlton, New Jersey.

## 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.

Exceptions to this warranty include:

- Global fabrics and wood veneers, which are warranted for five years from date of delivery.
- 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.

- Fading on fabric and wood veneers can be caused by exposure to U.V. rays/sunlight. Natural wood veneer, being a natural material, will have shade differences between veneer sheers, the difference will be more apparent between dye lots.

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.

## 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.