

LIFETIME LIMITED WARRANTY

Evans warrants that all consoles, technical furniture and display wall structures manufactured by it will be free from defects in materials and workmanship from the date of transfer of ownership as follows:

- (1) LIFETIME WARRANTY on all fixed structural frame components;
- (2) All static exterior panels and work surface components for a period of five (5) years; and,
- (3) All adjustable, sliding or hinged mechanisms or parts for a period of one (1) year.

Written notice of any claim under this limited warranty shall be delivered to Evans not later than the expiration of the applicable warranty period (the "Warranty Notice Period"). In the event that a written notice of a claim under this limited warranty is not delivered to Evans prior to the expiration of the relevant Warranty Notice Period, Evans shall have no obligation to repair or replace the product and shall have no other liability whatsoever under this limited warranty.

During a particular warranty period Evans will replace or repair (at Evans' option) products covered by this limited warranty that are returned to Evans. All defective products must be returned to Evans and Client is responsible for all shipping and handling charges and for insuring the shipment. Evans will ship the repaired or replacement products to the Client freight prepaid. Under no circumstances is Evans liable for any charges, costs, or expenses related to the dismantling of any defective product of the installation of any repaired or replacement product.

This warranty does not cover damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power, improper application or installation by parties other than Evans or parties under the control or direction of Evans, alteration, storage, servicing not authorized by Evans, usage not in accordance with product instructions, negligent use, failure to properly upkeep or problems abused by the use of parts and components not supplied by Evans. Due to the potential for environmentally induced damage, Evans products require storage in a climate-controlled environment at all times. Failure to comply with this requirement shall void this warranty in its entirety. In addition, this warranty does not cover any damage due to shipping and handling (except that which was in the control of Evans) or the effects of normal wear and tear.

The warranty term for any product or component that is replaced or repaired shall be the balance of the remaining warranty term applicable.

This warranty does not cover any items that are in one or more of the following categories: electrical systems, software and accessories, or any other parts not manufactured by Evans which are added to an Evans product whether or not by Evans. The warranty, if any, applicable to such goods is the warranty provided by the original manufacturer of such goods and, in the case of goods incorporated into any Evans product by Evans, such warranty is only available to the extent that the original manufacturer of such goods agrees to transfer any warranty rights to the end user of such goods. All charges, costs, or expenses related to the dismantling or shipping of any defective original manufacturer product of the installation of any repaired or replacement original manufacturer product is the direct responsibility of the Client.

This warranty and the rights and benefits hereunder are given by Evans to the original purchaser of products only and may not be transferred or assigned to any other person without the prior written consent of Evans.

In no event is Evans liable for special, incidental or consequential damages by reason of any breach of warranty or defect in material or workmanship. Evans shall not be responsible for repair or replacement of items that have been subjected to neglect, accident or improper use or which have been altered by other than authorized Evans personnel.

This limited warranty statement is the entire warranty provided by Evans. Evans makes no express warranties or conditions beyond those stated in this limited warranty statement and the terms of this limited warranty statement supercede any other covenants, agreements or understanding with respect to the subject matter referred to herein. Evans disclaims all other warranties and conditions arising by statute or otherwise, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. This limitation may not apply to you where prohibited by law.

Evans accepts no liability beyond the remedies set forth in this limited warranty statement. In particular, Evans shall not be liable for special, incidental, consequential or other damages (including, without limitation, damages for lost profits or revenues or costs incurred as a result of loss of time, data, use of the product or from any other cause howsoever occurring in contract or tort (including negligence). In no event shall Evans' liability exceed the purchase price of the product purchased.

This limited warranty shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada and each party hereto hereby attorns to the jurisdiction of the courts of the Province of Alberta, Canada to the exclusion of the courts of any other jurisdiction.

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