

EVO RESIDENTIAL LIMITED WARRANTY TERMS

Evo, Incorporated warrants to the original residential consumer-purchaser that the Evo grill shall be free from rust-through on all metal surfaces and shall be free from defects in materials and workmanship under normal and reasonable use from the original date of purchase. Evo promises to replace, at its determination, any product or component that is defective and covered under this warranty for as long as you, the registered original consumer-purchaser, owns the grill. This is your sole and exclusive remedy. This warranty is for the benefit of the original consumer-purchaser and is non-transferable. This warranty is subject to the limitations, exclusions and other provisions listed below.

Limitations Involving Materials and Components:

Warranty does not apply to normal wear and tear, which are expected over the course of ownership. The materials and components listed below are covered according to the following schedule from the original date of purchase:

- **One Year** – electrical and electronic components [including, but not limited to, electronic displays, overlay and membrane switches, temperature sensors (RTD and K-Value Thermal Couple), hot surface igniters, computers, transformers, heater elements, relays, igniters, ignition controllers, wiring, switches, encoders, outlets and plugs]
- **One Year** – gas components [including, but not limited to, gas regulator, gas hoses, manifold assemblies]
- **One Year** – accessories and repair parts

The Warranty Registration Card (or online warranty registration form available at www.evoamerica.com/content/residential-warranty-registration) must be completed and returned/submitted to Evo, Incorporated within 30 days from the date of purchase. The original purchase invoice or payment record must be retained and produced upon request if claims are made under this warranty. To receive a replacement Warranty Registration Card, write or call the address listed at the bottom of this page. Warranties are void if the original serial numbers have been removed, altered, or cannot be readily determined.

THIS WARRANTY APPLIES ONLY TO PRODUCTS PURCHASED AND LOCATED WITHIN THE UNITED STATES OR CANADA.

WHAT IS NOT COVERED BY THIS WARRANTY

1. Conditions and damages resulting from any of the following:
 - a. Improper or inadequate installation, delivery, use, storage or maintenance
 - b. Any repair not authorized in writing by Evo, Inc., any modifications, misapplications, or unreasonable use
 - c. Improper setting of any control
 - d. Harsh environmental conditions, including, but not limited to, continual seawater spray, high pressure water, and direct contact with corrosive chemicals and materials
 - e. Excessive or inadequate electrical, or gas supply
 - f. Accidents, natural disasters, acts of God
 - g. Conditions covered by the purchaser's insurance
 - h. Cleaning supplies and filters
2. Products purchased or utilized for commercial use without the express authorization of Evo, Incorporated for such use
3. Labor not pre-authorized by Evo, Incorporated, and labor not performed by an authorized Evo service agency or representative
4. Pre-authorized warranty labor performed outside of normal business hours, and at overtime and premium rates
5. The cost of service or a service call to:
 - a. Identify or correct installation errors
 - b. Transport the product or component for service to/from the manufacturer or service center
 - c. Instruct the user of the proper use of the product
6. The cost for any inconvenience, personal injury or property damage due to failure of the product, and cost of damage arising out of the transportation of the product which is covered under different terms with the carrier
7. Natural variations in color and finishes that are inherent to the material and unavoidable (and therefore not defects)

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIODS SPECIFIED ABOVE FOR THE PARTS DESCRIBED THEREIN. EVO, INCORPORATED MAKES NO OTHER WARRANTY AND WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Neither Evo manufacturer representatives and dealers, nor the retail establishment selling this product has any authority to make any warranties or to promise remedies in addition to or inconsistent with those stated above. The maximum liability to Evo, Incorporated in any event, shall not exceed the purchase price of the product paid by the original consumer-purchaser. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.