



**EVO Manufacturing**  
**1835 W. Commonwealth Ave**  
**Fullerton CA 92833**  
**714-879-8913 | fax 657.248.7016**  
[sales@evomfg.com](mailto:sales@evomfg.com)

## **Terms and Conditions**

Thank you for choosing EVO Manufacturing. We at EVO Mfg (EVO) would like to thank you for your business as we pride ourselves in building top quality parts. Whether you choose to support us by being a Jobber, Dealer or Warehouse Distributor we are grateful for your support as you play a key role in our success. We encourage all of our Dealers and Jobbers to familiarize themselves with our products by viewing our website regularly and contacting us with any questions and comments you may have. As EVO evolves and grows we will make a great effort to keep our Dealers and Jobbers informed of any changes or new products as they become available.

The following terms, conditions and price structures will supersede all the previous agreements. Please read and indicate with a circle around the structure level which terms your company would like to partake.

**Please sign, date & fax or email us back the entire terms and conditions.**

### **Jobber**

- \* A jobber is a company in the automotive industry selling or installing aftermarket parts and accessories.
- \* There is no “buy-in” at this level, but you will be required to show proof of being in the automotive industry and must send a copy of your business license and resale certificate either via fax (657)-248-7016 or email [sales@evomfg.com](mailto:sales@evomfg.com). Contact us for more details.
- \*No drop ship or freight program available.

### **Dealer / WD**

- \* Dealers will be required to buy-in at \$10,000 (can build to it at Jobber level within 1 year) and must maintain \$20,000 per year in purchases to remain at this level.
  - \* A dealer application must be filled out and approved.
- \* Dealers must stock and display EVO products in their showroom and display the EVO logo prominently on their website.
  - \***Drop Ship Program:** 1<sup>st</sup> five (5) per month are free, additional drop ships will be charged a \$5 fee. Dealers are responsible for gathering and tracking information for their customers. Shipping info will not be given to the end user.
  - \* **Freight Program:** No freight allowance program is available. EVO will research the cheapest and most reliable shipping method for each individual order.

## **WD2 (Warehouse Distributor 2)**

- \* WD2's will be required to buy-in at \$30,000 (can build to it at lower levels within 1 year) and must maintain \$50,000 per year in purchases to remain at this level.
- \*WD2 pricing applies to stocking orders, multiple of same item, shipped to your warehouse with WD2 fulfillment.
  - \* A dealer application must be filled out and approved.
- \* WD2's must stock and display EVO products in their showrooms and display the EVO logo prominently on their website.
- \***Drop Ship Program:** 1<sup>st</sup> five (5) per month is free, additional DS's will be a \$5 fee. WD's are responsible for gathering tracking information for their customers. Shipping info will not be given to the end user.
  
- \* **Freight Program:** Freight allowance will apply on all orders of \$12,000 or more of a stocking order nature. Orders deemed as a single vehicle build do not apply for freight program and will be billed as a separate line item on the invoice.

## **Account Performance**

Dealer and WD accounts will be reviewed every January for re-qualification. Any company that does not meet this agreement may lose their Dealer or WD status.

## **Price List**

Possession of EVO's price list does not guarantee holder the prices indicated therein. All prices are subject to change without notice. We are not responsible for typographical errors.

## **Purchase Orders**

Purchase orders will be accepted by email at [sales@evomfg.com](mailto:sales@evomfg.com) , phone at (714)-879-8913 or by fax at (657)-248-7016. Please have your order complete with quantity, part number, description, price, billing, and shipping address.

## **Method of Payment**

The preferred method of payment is by credit card. We accept MasterCard, Visa, Discover and American Express. Special arrangements may be considered on a case-by-case basis. Contact us for details.

## **Minimum Advertised Price**

In order to maintain the quality image of EVO Mfg. products in the marketplace, EVO is now enforcing MAP rules. All WD's, Dealers, and Jobbers must advertise any EVO product at the retail price level. Advertising includes listing prices in printed materials, web sites, shopping carts, catalogs, and auctions, but not limited to these items. Adding items to "cart" to apply additional discount is not allowed. Anyone violating the MAP rules is subject to losing their status.

### **Returns**

EVO will accept returns for a period of thirty days (30) on all merchandise that has not been damaged or modified and is in condition suitable for resale. The judgment as to a unit's suitability for resale will solely be EVO's. A 20% restocking fee will apply on returns. If there is a problem with the merchandise resulting from an error on the part of EVO, EVO will pay return shipping costs and waive the 20% restocking fee. In all other cases return shipping will be the customer's responsibility. A Return Material Authorization (RMA) number must accompany all returns. An RMA number will be assigned by EVO when the customer gives notice that they intend to return the merchandise. Merchandise returned without prior contact to EVO and/or without an RMA number will not be accepted.

### **Warranties:**

This is the only express warranty applicable to products sold by EVO and EVO neither assumes nor authorizes any other party to assume for EVO any other obligation or liability in connection with products sold by EVO.

#### **Products manufactured by EVO Mfg.:**

All products manufactured by EVO shall have a one (1) year warranty on defects in material and workmanship.

#### **Products NOT manufactured by EVO Mfg.:**

In all cases where EVO is not the manufacturer of the product, the original manufacturers' warranty, if any, applies. EVO will honor all manufacturer warranties, if any, on products sold by EVO.

Please note that this express warranty provision is null and void if the customer misuses, alters, modifies or disassembles the product in any way. Further, EVO cannot warranty products that fail due to improper installation of the product. EVO will only be responsible for costs of repair or replacement made necessary due to defects in material or workmanship and for no other costs or consequential damages.

### **Disclaimers:**

#### **Warranties:**

EVO Mfg. disclaims any other warranties, whether express or implied, beyond those set out in the above-entitled "Warranties" provision. Warranties specifically disclaimed include but are not limited to any implied warranties, any warranty of suitability, any warranty of merchantability, or any warranty of fitness for a particular purpose.

#### **Consequential Damages:**

EVO Mfg. will not be responsible for damages resulting in negligence, alteration, accident or use for which the part was not approved by the manufacturer or EVO. EVO will not be responsible for loss time, inconvenience, loss of use of a vehicle or any other consequential damages, or labor for removal from the vehicle and reinstallation (if any) or any part or merchandise.

**Please have your purchasing manager sign and date this page and email the entire EVO MFG  
Terms and Conditions to [sales@evomfg.com](mailto:sales@evomfg.com)**

Company Name

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Street, Address, City, State, Zip Code

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Phone Number

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Email Address

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Signature

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Date

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