

# evolution



## PRODUCT WARRANTY

2019

### **Evolution Fasteners (UK) Ltd**

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## 1. Preamble

The warranty contained in this Product Warranty document ("Warranty") is extended only to the specific fastener ranges detailed within the scope of this document.

## 2. Statement of Warranty

Evolution Fasteners (UK) Ltd ("the Company") warrants, subject to the terms and conditions herein, that Evolution branded products:

- i) Are manufactured by the Company in various locations under the auspices of ISO 9001, and,
- ii) Are tested by the Company in the United Kingdom under the auspices of ISO 17025 in a UKAS accredited Laboratory, and,
- iii) Will perform as stated on the technical literature published by the Company and available to view at [www.evolutionfasteners.co.uk](http://www.evolutionfasteners.co.uk) or upon written request, and,
- iv) Comply with the relevant applicable British and European Union standards, legislation and regulations;

Will remain fit and proper for a period not less than the number of years stated for each product and product use as detailed herein, in that there will be no substantial failure in performance.

Signed on behalf of the Company:

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**Mr. M. A. Keisner**  
Managing Director

## 3. Definition of "Failure in Performance"

"Failure in performance" shall mean a substantial breakdown in a fastener component so that the structural or functional purpose of that fastener is substantially impaired.

## 4. Standard Obligations to the Company and Warranty Limitations

Under and at all times subject to the terms of the Warranty, the Company will make good, by replacement or repair (or such other correction as the Company may, at its sole discretion, determine), any damage and/or loss which arises as a direct result of a failure in performance of an Evolution branded product which is proved to the Company's reasonable satisfaction, provided that:

- i) The fasteners are used in applications as laid down following a full technical assessment by Evolution Fasteners (UK) Ltd. A full technical assessment by the Company is required in order for this Warranty to commence. This requires the customer or end user (as the case may be) of the Evolution branded products to contact the Company in writing requesting a full technical assessment or by completing the Technical Assessment Application Form which can be found at [www.evolutionfasteners.co.uk](http://www.evolutionfasteners.co.uk). Thereafter, the customer or end user (as the case may be) must respond in full, truthfully and accurately, to all queries raised by the Company in relation to the use and application of the Evolution branded products, and;
- ii) The correct fasteners are used in the relevant applications more fully detailed in Section 5 of this Product Warranty, and;
- iii) Fasteners are not used in aggressive environments such as, without limitation, chemical plants, breweries, paper mills, swimming pools, without the written permission of Evolution Fasteners (UK) Ltd. In the event of any uncertainty regarding whether the environment is covered by the terms of this Warranty, the written confirmation of the Company must be obtained, and;
- iv) No deterioration or wearing of hardware or other elements being secured by the fastener has taken place so as to affect the mechanical or otherwise performance of the fasteners.

5. The Warranty is limited to the following products in the following applications:

<b>Products included in scope of Warranty</b>		
<b>Product Code</b>	<b>Description of Product</b>	<b>General Application of Product</b>
EVDBZ	Carbon steel ceiling anchor of split pin expansion type with special low profile head	Fixing of ceiling components to concrete substrates
MN	Carbon steel ceiling anchor of nail expansion type with special low profile head	
AMN	Zamac ceiling anchor of nail expansion type with special low profile head	Fixing of ceiling components to concrete substrates in non-fire case applications
EAB	Boron steel anchor of screw type with hexagonal socket head	Fixing of various fixture materials to concrete substrates
EATB	Carbon steel anchor of cone expansion type with hexagonal socket head	
EGL	Sprung steel bracket	Light weight non-structural bracket/ strapping
EV9 VFC	Sprung steel clip	
EVAB	Mild steel bracket with EPDM grommet washer	Light weight non-structural bracket/ strapping in non-fire case applications
DWSC DWSP	Carbon steel screw with countersunk head	Fixing of plasterboards to timber substrates
CDWCP	Carbon steel screw with countersunk head collated in specialised polymer strips	
DWRT DWSCP F	Carbon steel screw with special countersunk head	
CDWFP CDWFZ CDWSDP CDWFDZ	Carbon steel screw with countersunk head collated in specialised polymer strips	Fixing of plasterboards to metallic substrates
DWSZ DWSDP DWSDZ	Carbon steel screw with countersunk head	
DWCR	Carbon steel screw with special countersunk head	
BMDW	Austenitic stainless steel screw with special countersunk head	Fixing of plasterboards to metallic and timber substrates
SSDW	Ferritic stainless steel screw with special countersunk head	
CDWFCP	Carbon steel screw with countersunk head collated in specialised polymer strips	
EVUCD	Carbon steel screw with special countersunk head	
TSTF ZWD	Carbon steel self-drilling screw with countersunk head.	Fixing of timbers to metallic substrates
BMWD	Austenitic stainless steel self-drilling screw with countersunk head.	
SSWD	Ferritic stainless steel self-drilling screw with countersunk head.	

Products included in scope of Warranty			
Product Code	Description of Product	General Application of Product	
WH	Carbon steel anchor of cone expansion type with special fixing eye	Fixing of wires to concrete substrates	
CWZ SFC P-SFC CFSCYS	Carbon steel screw with countersunk head collated in specialised polymer strips	Fixing of timbers to timber substrates	
BB WS WS WST	Carbon steel screw with countersunk head		
EAD	Carbon steel anchor of cone expansion type with female thread insert	Fixing of threaded rods to concrete substrates	
WHL WHX	Carbon steel screw with countersunk head	Fixing of cement boards to metallic and timber substrates	
WHP	Carbon steel screw with countersunk head	Fixing of cement boards to metallic substrates	
STCS	Carbon steel screw with countersunk head	Fixing of various materials to concrete substrates	
DSFHC	Carbon steel screw with countersunk head	Fixing of decking panels	
DS-SS	Ferritic stainless steel screw with countersunk head		
DS-A4	Austenitic stainless steel screw with countersunk head		
EVPBA	Zamac anchor body & carbon steel threaded screw	Fixing of brackets/ components to plasterboard substrates	
CTTS	Carbon steel screw with countersunk head collated in specialised polymer strips	Fixing of plasterboards and timbers to metallic substrates	
PHDZ PHSDZ WHDZ WHSDZ	Carbon steel screw with special low profile head	Fixing of metallic components	
TSLP TSPH ZPH	Carbon steel self-drilling screw with special low profile head		
TSFHR TSN	Carbon steel self-drilling screw with hexagonal drive head with additional EPDM washer		
TSHV	Carbon steel self-drilling screw with hexagonal drive head		
BMTSFHR	Austenitic stainless steel self-drilling screw with hexagonal drive head with additional EPDM washer		
BMTSPH	Austenitic stainless steel self-drilling screw with special low profile head		
SSS	Ferritic stainless steel self-drilling screw with hexagonal drive head with additional EPDM washer		
SSPH	Ferritic stainless steel self-drilling screw with special low profile head		
SPR SPO	Sprung steel stress plate		Retention of lightweight insulation panels in conjunction with suitable fastener

<b>Products included in scope of Warranty</b>		
<b>Product Code</b>	<b>Description of Product</b>	<b>General Application of Product</b>
ERS ETKR	Carbon steel screw with countersunk head	Fixing of insulation to timber and metallic substrates
BWZ TSBW	Carbon steel self-drilling screw with hexagonal drive head with additional EPDM washer	Fixing metallic components to metallic substrates
HWZ TSHW	Carbon steel self-drilling screw with hexagonal drive head	
A4BM BMBW	Austenitic stainless steel self-drilling screw with hexagonal drive head with additional EPDM washer	
BMHH A4BMHH	Austenitic stainless steel self-drilling screw with hexagonal drive head	
TSBWHT	Carbon steel self-drilling screw with hexagonal drive head with additional EPDM washer	Fixing insulation components to metallic substrates
TSBWHT-GP	Carbon steel self-drilling screw with hexagonal drive head with additional EPDM washer	Fixing insulation components to timber substrates
SS	Austenitic stainless steel deformation washer with EPDM grommet	Generic washer
SDSFHC	Carbon steel screw with countersunk head	Fixing of light timber frames
SSDH	Carbon steel screw with additional BAZ type EPDM washer and hexagonal head	Fixing of sinusoidal sheeting to timber substrates
ZGP	Carbon steel screw with additional EPDM washer and hexagonal head	Fixing of thin metallic components to timber substrates
AC63	Carbon steel screw with countersunk head	Fixing of dry internal acoustic flooring components
MSCSK	Carbon steel screw with countersunk head	Fixing of timber or thin metallic components to masonry substrates
MSHH	Carbon steel screw with hexagonal head	
SSMSHH	Ferritic stainless steel screw with hexagonal head	
A4HH	Austenitic stainless steel screw with hexagonal head	
HS	Carbon steel screw with nylon plug expansion anchor	Fixing of timber materials to concrete substrates
SSHS	Austenitic stainless steel screw with nylon plug expansion anchor	

The warranty period for each product is limited by their material and coating types:

Table 01: Warranty Coverage by Years by Application								
Product Range Code(s) List Number	Coating Type	Internally used – no humidity/ dry			Externally used or within envelope build-up			
		Residential / NHBC	Commercial	Industrial	Urban Non-Coastal City	Urban Coastal City	Rural Non-Coastal	Coastal / Marine
01	Electroplated/ Passivated Zinc	60	25	NONE				
02	Magnesium Phosphate	60	25					
03	EvoSheild Organic Coating (500)	60	25	25	25	NONE	25	NONE
04	EvoShield Organic Coating (1000)	60	25	25	25	25	25	
05	Ferritic Stainless Steel (408/ 410)	60	25	NONE				
06	Austenitic Stainless Steel (304)	60	50	50	50	25	50	NONE
07	Austenitic Stainless Steel (316)	60	50	50	50	50	50	25

Please note that the applications stated in table 02 are for guidance purposes only and that the requirement for a full technical assessment performed by Evolution Fasteners (UK) Ltd is still required prior to warranty activation in **all** cases.

The product ranges falling within each product list code (see table 01) are:

Table 02: Product Ranges within Scope of Each		
Product Range Code(s) List Number	Coating Type	Product Range
01	Electroplated / Passivated Zinc	EVDBZ, MN, WH, EAB, EAD, EATB, EGL, EV9, EVAB, SPR, SPO, VFC, CDWFDZ, CDWFZ, CTTS, CWZ, CFSCYS, P-SFC, SFC, STCS, DSFHC, WS, WST, BB, DWRT, DWCR, EVUCD, DWSZ, DWSDZ, PHDZ, PHSDZ, WHDZ, WHSDZ, BW, TSHV, ZGP, BWZ, HWZ, ZPH, ZWD, HS
02	Magnesium Phosphate	AC63, CDSWCP, CDWSDP, CDWFP, CDWFCP, DWSCP, DWSC, DWSP, F, DWSDP
03	EvoSheild Organic Coating (500)	WHL, WHP, WHX, ETKR, TSBW-3/5, TSHW, TSBWHT, TSFHR, TSN, TSLP, TSPH, TSTF, MSCSK, MSHH
04	EvoShield Organic Coating (1000)	SDSFHC, TSBW-7/8/X, SSDH, ERS
05	Ferritic Stainless Steel (408/ 410)	DS-SS, SSDW, SSWD, SSS, SSPH, SSMSHH
06	Austenitic Stainless Steel (304)	BMDW, SS, BMBW, BMHH, BMTSBWHT, BMWD, BMTSFHR, BMTSPH, SSSH
07	Austenitic Stainless Steel (316)	DS-A4, A4BM, A4BMHH, A4BMHT, A4HH

6. Due to un-quantifiable variances in atmospheric conditions, all plastic / polymer products provided or otherwise supplied by the Company are specifically excluded from this Warranty.
7. The Company shall not have any liability for economic or consequential loss for breach of this Warranty, nor for loss or damage as a result of incorrect selection or use of the fasteners. Save in circumstances otherwise required by law, in no circumstances shall the Company's liability under or in connection with this Warranty exceed the amount of £1 million.
8. This Warranty is given by the Company in reliance upon the accuracy of the answers provided by you in relation to the full technical assessment (as more fully described in section 4 of this Warranty).
9. **This Warranty does not:**
  - 9.1 Relieve the purchaser's designer and/or consulting engineer of their duty to take all loading and application data into consideration and apply the necessary safety factors to the Company's published technical data, as well as consider fitness for purpose when considering, without limitation, the application for which and the environment in which, the fasteners are intended to be used and/or;
  - 9.2 Relieve the installer from taking reasonable care so as not to damage the fixture materials or substrate materials, nor from reasonable examination of the fasteners during the fixing processes, rejecting any damaged or visually defective fasteners, and/or;
  - 9.3 Relieve the installer of his duty to install the fasteners in a correct and workmanlike manner and in accordance with the technical literature of the Company, more fully available at [www.evolutionfasteners.co.uk](http://www.evolutionfasteners.co.uk) or by written request and/or;
  - 9.4 Any other caveats imposed in the Company's technical assessment as felt necessary by the Company.
10. Further provisions:
  - 10.1 The Company shall only be liable under Warranty, providing that written notice is given within 30 days of the discovery of the alleged defect or the date on which discovery ought reasonably to have been made, whichever occurs sooner. If the Company determines that corrective action is needed and which falls outside the scope of this Warranty and is not the responsibility of the Company, then the Warranty itself shall be immediately suspended and shall only return into validity after the necessary actions as determined by the Company, acting reasonably, have been taken, and;
  - 10.2 No remedial works whatsoever shall be undertaken by or on behalf of the purchaser prior to the Company having the opportunity to inspect the works and failed fasteners following written notification of the alleged defect by the purchaser in accordance with the terms of the Warranty, and;
  - 10.3 If corrective action is needed which falls within the scope of this warranty and is the responsibility of the Company, then the Company's representatives shall be allowed free access to carry out inspections and the Company shall elect to repair, make good and/or replace any fasteners which are subject to defect or failure at its own discretion, using whatever method, mode and material for replacement or repair, and procedure as the Company, at its sole discretion and acting reasonably, decides,.
11. The Warranty applies only to the purchaser of the fasteners and is not assignable by the purchaser without the Company's prior written consent. The operation of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.
12. The Warranty will only operate if all the terms of your contract with the Company and all your obligations under the Warranty are met and fully observed by you.
13. The Warranty does not apply to failures caused by atmospheric or chemical conditions for which the fastener material is not suitable. (as more fully described in section 4 of this Warranty)
14. The Company shall not be liable for any defect which may occur due to change of building use from that specified in the original project questionnaire.
15. This Warranty sets out the purchaser's rights and the Company's obligations and applies to the exclusion of all other rights and obligations which may be applicable to the purchaser and/or Company under law, save to the extent to which mandatory applicable law requires otherwise.
16. The Warranty shall be governed by and construed in accordance with English Law and the purchaser and the Company submit to the exclusive jurisdiction of the English Courts to resolve any disputes arising under or in connection with this Warranty.

**17. Insurance and Underwriting**

<b>Insured Entity:</b>	Evolution Fasteners (UK) Ltd One Oaks Court, Warwick Road, Borehamwood, Hertfordshire WD6 1GS ☎ +44 (0)20 8905 2759    📠 +44 (0)20 8207 0044
<b>Professional Liability:</b>	<b>Underwriter:</b> Epic Underwriting <b>Coverage:</b> Design, sale and distribution of screw and fasteners. <b>Limit of Liability:</b> £2,000,000.00 GBP
<b>Public and Products Liability:</b>	<b>Underwriter:</b> Dual Olivia Limited <b>Coverage:</b> Public/Products Liability <b>Limit of Liability:</b> £5,000,000 GBP



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