### **TERMS & CONDITIONS**

Evolution Jetsports ("we" and "us") is the operator of (<a href="https://www.evolutionjetsports.com">https://www.evolutionjetsports.com</a>) ("Website"). By placing an order through this Website, you agree to the terms below. These terms are provided to ensure both parties are aware of and agree upon this arrangement to mutually protect and set expectations on our service.

#### 1. General

2. Subject to stock availability. We try to maintain accurate stock counts on our website but from time to time there may be a stock discrepancy, and we will not be able to fulfill all your items at the time of purchase. In this instance, we will fulfill the available products to you and contact you about whether you would prefer to await restocking of the backordered item or if you would prefer for us to process a refund.

# 3. Shipping Costs

4. Shipping costs are calculated during checkout based on weight, dimensions, and destination of the items in the order. Payment for shipping will be collected with the purchase. This price will be the final price for shipping costs to the customer. The only instance this will change is on large or freight items, and it will say in the item description that the customer will need to contact Evolution Jetsports to calculate the freight costs, and the shipping will be paid after purchase.

### 5. Returns

# 6. 3.1 Return Due To Change Of Mind

7. Evolution Jetsports will happily accept returns due to change of mind as long as a request to return is received by us within 30 days of receipt of the item and the items are returned to us in their original packaging, unused and in resellable condition. A restocking fee of 25% of the sale price will apply. Return shipping will be paid at the customer's expense and they will be required to arrange their own shipping. Once returns are received and accepted, refunds will be processed to store credit for a future purchase. We will notify you once this has been completed through email. Evolution Jetsports will refund the value of the goods returned but will NOT refund the value of any shipping paid.

### 8. 3.2 Warranty Returns

9. Evolution Jetsports will honor valid warranty claims of our product only, provided a claim is submitted within 365 days of receipt of items. Evolution Jetsports is not liable for any labor costs. Customers will be required to pre-pay the return shipping, however, we will reimburse you upon successful warranty claim. Upon return receipt of items for warranty claim, you can expect Evolution Jetsports to process your warranty claim within 7 days. Once the warranty claim is confirmed, you will receive the choice of: (a) refund to your payment method (b) a refund in store credit (c) a replacement item sent to you (if stock is available). Evolution Jetsports is not responsible for warranty claims of non Evolution Jetsports products. We only process warranty claims on Evolution Jetsports made products.

### 10. **Delivery Terms**

### 11. 4.1 Transit Time Domestically

12. In general, domestic shipments are in transit for 2 - 7 days.

### 13. 4.2 Transit Time Internationally

14. Generally, orders shipped internationally are in transit for 4 - 22 days. This varies greatly depending on the courier you have selected. We are able to offer a more specific estimate when you are choosing your courier at checkout.

### 15. 4.3 Dispatch Time

16. Orders placed before 12 PM - EDT (UTC-04) will be dispatched the same day, otherwise, within the next business day. Our warehouse operates on Monday - Friday during standard business hours, except on national holidays at which time the warehouse will be closed. In these instances, we take steps to ensure shipment delays will be kept to a minimum.

# 17. 4.4 Change Of Delivery Address

18. For change of delivery address requests, we are able to change the address at any time before the order has been dispatched.

# 19. 4.5 **P.O. Box Shipping**

20. Evolution Jetsports will ship to P.O. box addresses using postal services only. We are unable to offer couriers services to these locations.

# 21. 4.6 Military Address Shipping

22. We are able to ship to military addresses using USPS. We are unable to offer this service using courier services.

### 23. 4.7 Items Out Of Stock

24. If an item is out of stock, we will wait for the item to be available before dispatching your order. Existing items in the order will be reserved while we await this item.

### 25. 4.8 Delivery Time Exceeded

26. If the delivery time has exceeded the forecasted time, please contact us so that we can conduct an investigation.

### 27. Tracking Notifications

28. Upon dispatch, customers will receive a tracking link from which they will be able to follow the progress of their shipment based on the latest updates made available by the shipping provider.

## 29. Parcels Damaged In Transit

30. If you find a parcel is damaged in transit, if possible, please reject the parcel from the courier and get in touch with our customer service. If the parcel has been delivered without you being present, please contact customer service for the next steps.

### 31. Duties & Taxes

### 32. 7.1 **Sales Tax**

33. Sales tax has already been applied to the price of the goods as displayed on the website.

### 34. 7.2 Import Duties & Taxes

35. Import duties and taxes for international shipments may be liable to be paid upon arrival in the destination country. This varies by country, and Evolution Jetsports encourages you to be aware of these potential costs before placing an order with us. If you refuse to pay duties and taxes upon arrival at your destination country, the goods will be returned to Evolution Jetsports at the customer's expense, and the customer will receive a refund for the value of goods paid, minus the cost of the return shipping. The cost of the initial shipping will not be refunded.

### 36. Cancellations

37. If you change your mind before you have received your order, we are able to accept cancellations at any time before the order has been dispatched. However, we will not refund the processing fees on canceled orders. If an order has already been dispatched, please refer to our refund policy.

### 38. Insurance

39. Parcels are insured for loss and damage up to the value as stated by the courier.

### 40. 9.1 Process For Parcel Damaged In Transit

41. We will process a refund or replacement as soon as the courier has completed their investigation into the claim.

# 42. 9.2 Process For Parcel Lost In Transit

43. We will process a refund or replacement as soon as the courier has conducted an investigation and deemed the parcel lost.

# 44. Customer Service

For all customer service inquiries, please email us at <a href="mailto:info@evolutionjetsports.com">info@evolutionjetsports.com</a> or call us at 904-372-3948.