

## PVC Millwork General Information & Limited Lifetime Warranty

**Terms:** Subject to the terms and conditions of this Warranty, \_\_\_\_\_ warrants to the Homeowner that PVC products are free from manufacturing defects in material and workmanship if installed according to our installation instructions, and will not rot, peel, flake, corrode, blister, split, chip, fade excessively or fade unevenly when exposed evenly. While you own your home, this Warranty will remain in effect for your lifetime. This warranty is not transferrable. \_\_\_\_\_ reserves the right to discontinue, modify or otherwise alter any of its products, including color, without prior notice. This Warranty is made exclusively and specifically to the person(s) who both owns and continuously resides in the home on which the products are installed (herein "Homeowner") if that person is the original purchaser of Ekena's product(s) covered under this warranty. This warranty is also made to a Homeowner who purchases a newly constructed residence on which the product is installed directly from the builder. Where \_\_\_\_\_ product(s) are installed on a structure (i) not occupied exclusively by the Homeowner (including his or her immediate family), (ii) used for income producing purposes, or (iii) used in a public or semi-public application, such as (but not limited to) a condominium, apartment building, house of worship, school, medical facility, senior living facility, government building, hotel, etc., then the warranty is made solely to the original owner of the structure ("Commercial Owner") and is not transferrable.

The term of the Commercial Owner's warranty is 50 years, prorated below. If \_\_\_\_\_ determines that its product(s) have a manufacturing defect covered under the Terms of this Warranty, \_\_\_\_\_ will at its option, either (1) refund the purchase price of the material, or (2) replace any product it determines \_\_\_\_\_ has a manufacturing defect. In no event shall we be responsible for any labor charges or the cost of repair, replacement, refinishing or coating, the warranty applicable to the original product(s) shall apply to the repaired, replaced, refinished or coated product and will extend for the balance of the original term of the warranty period. These remedies are the sole remedies for any defect of the product.

Number of years after installation	Covered on prorated basis:
Up to 5	100%
6	90%
7	80%
8	70%
9	60%
10-12	50%
13-15	30%
16-50	20%

Normal Weathering is defined as exposure to ultraviolet sun light and extremes of weather and atmosphere, which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of the property and other local conditions over which \_\_\_\_\_ has no control. \_\_\_\_\_ shall determine, at its discretion, whether the siding is suffering from normal weathering (which is not covered by warranty). This conclusion shall be based on whether the product(s) evidences a change in color in excess of the Hunter Units as calculated according to ASTM D2244, as outlined in the chart herein. Product(s) must have been exposed to the same weathering conditions and not partially covered by other materials such as shutters, awnings, porticos or other materials.

Owner	Normal Delta E	Proration Schedule
Original Homeowner	4	100%
Commercial Homeowner	4	Follows product coverage above

Architectural Grade PVC products require painting. For best results, prime the product thoroughly to achieve a smooth, consistent, paint-ready surface. The carved areas may require additional prime coats. Once priming is finished, paint the product with a good quality, vinyl safe 100% acrylic latex paint. If painting the product a dark color, colors that have an LVR rating of 54 or lower, use paints with heat reflective characteristics specifically formulated for use on vinyl or PVC products. For dark colors, consultation with your local paint company is highly recommended.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF , EITHER EXPRESSED OR IMPLIED, EXCEPT THAT THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE DURATION OF THIS WARRANTY. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND. YOUR EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HERIN CONTAINED. NO REPRESENTATIVE OF OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

Some States do not allow limitations on how long an implied warranty lasts, so the foregoing limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### **PVC Millwork Limited Lifetime Warranty**

We provides a LIFETIME WARRANTY to the original purchaser of our line of PVC millwork. This LIFETIME WARRANTY provides that the PVC material will be free from manufacturer defects in material and workmanship under approved normal use.

Ekena's warranty covers only manufacturing defects identified above. This warranty does not cover damage caused by other factors, including but not limited to: normal weathering (defined below), misuse, negligence or improper installation, failure to provide reasonable maintenance to prevent accumulation of dirt, mildew, staining materials, pollution, exposure to chemical products or incompatible cleaners, alterations like applying incompatible coatings, stains or varnishes (see technical information for compatible coatings if any), improper handling or storage, defects in the wall structure (materials or construction) on which Ekena's products are installed which cause failure, such as movement, cracking or settling of the wall, foundation or building, deformation caused by high heat sources including but not limited to grills, fire pits, foil sheathing, low e-glass windows and low e-glass doors, damage caused by animals or insects, impact of foreign objects, hail, lightning, fire, hurricane, tornadoes, or other Acts of God, vandalism, intentional damage, riot or insurrection.

The claimant must provide date of installation and proof of property ownership. The claimant may be required to submit a sample of the defective materials for analysis. This sample may need to be removed from the property at the property owner's expense. We will analyze the material claimed to be defective and determine the validity of the claim.