



Limited Lifetime Transferable Warranty

In General. This express limited warranty (“Warranty”) covers performance of the products in the LIFETIME SHUTTER product line manufactured and/or sold by EKENA Millwork. EKENA Millwork does not warrant installation labor provided by others except as expressly provided herein.

Products: Vinyl Shutters

Who is Covered. This Warranty extends to the original owner(s) of a single-family residence (“Residence”) on the date of purchase of the Products (“Residential Owner”) and the original owner(s) of any other residence or building (“Structure”) on the date of purchase of the Products (“Commercial Owner”). This Warranty may be transferred one time to the party to whom the original Residential or Commercial Owner transfers ownership of the Residence or Structure, provided the transfer occurs during the first five (5) years after the Owner originally purchased the Products (“Permitted Transferee”). To transfer this Warranty, the Permitted Transferee must send to EKENA Millwork within sixty (60) days of the transfer of ownership, proof of (a) the original date of purchase of the Products, and (b) the transfer of ownership of the Residence or Structure from the Owner. In the event of a permitted transfer, the effective date of the Warranty for pro-rata purposes will remain the date of original purchase of the Products by the original Owner. The warranty protection provided against excessive fading is not transferable from the original Owner for all Products.

Terms of Warranty. EKENA Millwork warrants that the Products are free from manufacturing defects which result in warping, cracking, splitting, rotting, peeling, flaking, blistering and excessive fading under normal weather conditions for the lifetime of the Residential Owner, Commercial Owner or Permitted Transferee. For a Residential Owner as defined above, the Products are warranted as shown in the Warranty Coverage Schedule for Original Residential Owner below. For a Commercial Owner or Permitted Transferee as defined above, the Products are warranted as shown in the Pro-Rated Warranty Coverage Schedule below.

Warranty Exclusions:

This Warranty does not apply to any problems with non-defective Products caused by conditions or handling beyond EKENA's control. This Warranty does not cover claims, damages to or failure of the Products resulting from the following: 1) acts of God or fire; 2) accidental or intentional acts of the Owner, the installer or others; 3) installation not in accordance with EKENA's express instructions and installation procedures (which shall be solely determined by EKENA Millwork); 4) defects in, failure of, or damage to the wall or material on which the Product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building; 5) distortion or warping due to proximity to heat sources, including without limitation, furnaces, reflected light, specifically including but not limited to reflections from nearby windows (particularly, but not only, when such windows incorporate Low-E glass) whether such windows are the property of the homeowner or another party, and heat buildup caused by inadequate roof ventilation; and any other cause not involving inherent manufacturing defects in the Product; 6) discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), acid rain, mildew, exposure to harmful chemicals or the application of third party products such as paint; 7) fading, peeling, cracking or any other deterioration of finishes applied by any third party; 8) fading, chalking or accumulation of dirt or stains caused by normal weathering resulting from exposure to sunlight, extremes of weather and atmospheric conditions caused by the geographical location of the building and the cleanliness of the air; 9) gapping that develops due to normal expansion and contraction due to changes in weather temperature; 10) discoloration or staining due to shading or sap from trees, bushes, plants, ash from chimneys, and proximity of the Products to copper, zinc or other metals; 11) the presence of insects, animals, algae, moss and mildew.

Remedies. If the Products do not meet the Warranty, EKENA Millwork shall at its option and subject to the applicable Warranty Coverage Schedule shown below, repair or replace the Products or refund the purchase price of the Products (less taxes). Reasonable freight charges to ship replacement Products to the Owner will be reimbursed by EKENA Millwork for covered claims made within five (5) years of the date of purchase. EKENA Millwork will not be liable for labor costs to remove Products from the Residence or Structure or to install replacement Products, or for travel expenses. EKENA Millwork will not be liable for freight charges after the first five (5) years of purchase. Any Products

repaired or replaced by EKENA Millwork will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.

Claims Procedure. Claims under this Warranty will be honored only if the following conditions are met: (1) proof of purchase date and purchase price are provided; (2) EKENA Millwork is notified within thirty (30) days after the facts on which the claim is based become known; and (3) EKENA Millwork has an opportunity to investigate and approve the claim.

Replacement and Product Variations. EKENA Millwork reserves the right to remove and examine sufficient undamaged Products as well as alleged damaged Products before providing any replacement Product or reimbursement. EKENA Millwork will attempt to replace defective Product with new Product having the same color, gloss and design; however, the exact color, gloss and design may no longer be available, and EKENA Millwork reserves the right to replace the defective Product with Product of similar color, gloss and design. This Warranty shall be void if anyone makes repairs or modifications to Products that are not first approved in writing by EKENA Millwork, except for necessary emergency repairs.

Warranty Limitations. THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF EKENA MILLWORK FOR THE PRODUCT(S). EKENA MILLWORK HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EKENA MILLWORK SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.

No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in EKENA’s advertising or other printed materials do not constitute a warranty and shall not be binding on EKENA Millwork except as expressly set forth in this Warranty.

Legal Rights. This Warranty gives the Owners of the Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

Lifetime Warranty Coverage Schedule For Original Residential Owner		Pro-Rated Warranty Coverage Schedule For Original Commercial Owner and Permitted Transferee	
	Percentage of Purchase Price Less Taxes Paid By Original Owner That EKENA Millwork Will Pay To Warranty Claimant	Number of Years Since Date of Purchase of Product by Original Owner	Percentage Of Purchase Price Less Taxes Paid By Original Owner That EKENA Millwork Will Pay To Warranty Claimant
During Term of Original Owner’s Ownership of the Residence	100%	0-5 years	100%
		6 years	90%
		7 years	80%
		8 years	70%
		9 years	60%
		10 years	50%
		11 years	40%
		12 years	30%
		13 years	20%
		14 or more years	10%

Any claim under this warranty must be made in writing and postmarked within 30 days after discovery of the defect to:

Ekena Millwork
 2300 West Main St.
 Clarksville, TX 75426

Ekena Millwork® must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the homeowner or others make any repairs. The homeowner’s failure to abide by the terms of this provision shall void any responsibility of Ekena Millwork® to pay for repairs or other work done by third parties.