# **Endurathane Wall Panels** 30 Year Limited Warranty



Rigid Urethane Surface Material Panels, Corners and Accessories are designed and engineered for maintenance free performance throughout the warranty period. Ekena warrants exclusively to the original purchaser of Panels, Corners and Accessories (Product) for a Thirty (30) year-warranty period from the original date of purchase. Warranty covers peeling, flaking, rotting, blistering, cracking or corroding solely as a result of defect in the material or manufacturing when used for the intended purpose, properly installed, and maintained.

During the Thirty (30)-year-warranty period, while the original purchaser is the owner of the property to which the Ekena product(s) were applied, and provided that the terms and conditions of this warranty are met and the claim is properly reported as stated below, Ekena will (at its discretion) repair or replace the defective material to the original homeowner.

### **Conditions of Warranty**

Ekena liability shall be subject to the following terms and conditions: The Product must be installed according to Ekena installation guidelines and all building codes adopted by federal, state, or local governments or government agencies and applicable to the installation. Failure to install the product per Ekena published instructions voids the warranty.

#### **Exclusions**

This warranty expressly excludes the following: The manufacturer does not warrant against gapping caused by thermal expansion and contraction. Shrinkage due to insufficient screws or adhesive. Vandalism, misuse or abuse, damage from shipping or handling, mold or mildew accumulation, fumes or vapors, damage due to air pollution, harmful chemicals, falling objects or impact of foreign objects, fire, alteration of product after shipment other than prescribed methods of installation and repair, damage resulting from inadequate or improper installation, lightning, hurricane, tornado, windstorm, earthquake, or any other acts of God, animals/birds of any kind, improper maintenance, distortion and/or warping from exposure to excessive heat sources, color changes due to normal weathering (normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which Ekena has no control), or any other causes beyond Ekena reasonable control.

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## **Warranty Claim**

The original purchaser must provide the original receipt at time of warranty claim. Any repair of the products undertaken without prior written authorization from Ekena Millwork will void this warranty.

Years from Date of Purchase	Ekena's Responsibility	Original Owner's Responsibility
1	100%	0%
2	100%	0%
3	100%	0%
4	100%	0%
5	100%	0%
6	95%	5%
7	90%	10%
8	85%	15%
9	80%	20%
10	75%	25%
11	70%	30%
12	65%	35%
13	60%	40%
14	55%	45%
15	50%	50%
16	45%	55%
17	40%	60%
18	35%	65%
19	30%	70%
20	25%	75%
21	20%	80%
22	15%	85%
23	10%	90%
24	10%	90%
25	5%	95%
26	5%	95%
27	5%	95%
28	5%	95%
29	5%	95%
30	5%	95%

### **Warranty Coverage Schedule**

Ekena Millwork makes no express warranties except as herein stated and shall not be liable for any incidental, special or consequential damages of any kind resulting from the breach of any warranties set forth herein or with respect to the siding products covered by this warranty, the extent of its liability and the owner's exclusive remedy being limited to repair, replacement or refund as set forth herein. No representative of Ekena Millwork or any distributor, dealer or contractor is authorized to make any modifications or change to this warranty.

### **Modification or Discontinuation of Products**

Ekena Millwork reserves the right to discontinue or modify any design or color of any of its products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from Ekena Millwork at the time that a warranty claim is made, Ekena Millwork may substitute another product determined by Ekena Millwork to be comparable quality and price. Due to normal weathering, replacement products may differ from products originally installed. Ekena Millwork will at its sole discretion repair, replace, or provide materials to refinish the material to the original owner, in accordance with the terms and conditions of this Warranty.

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### Disclaimer

The statements in this Warranty constitute the only warranty extended by Ekena Millwork for the Product. Ekena Millwork Disclaims all other previous warranties, waranties expressed or implied, including any implied warranties of merchantability, or fitness for a particular purpose. No other warranty will be made by or on behalf Ekena Millwork or by operation of law or by usage of trade or course of dealing with respect to the product or its installation, storage, handling, maintenance, use, replacement, or repair. This Warranty gives you specific legal rights. You may have other rights, which vary from state to state.

### **Exclusion of Incidental and Consequential Damages**

We exclude and are not responsible for any consequential or incidental damages arising out of any breach of this express warranty, or any other oral, written or implied warranty that may apply to your purchase, whether resulting from non-delivery or from the use, misuse, or inability to use the product or from defects in the product.

### **Modifications and Alterations of Product**

Ekena Millwork shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

#### **Settlement of Claim**

Any refund or material replacement by Ekena Millwork shall constitute a full settlement and release of all claims of any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the purchaser's acceptance of such an agreement.

#### Acceptance

By placing a purchase order for the product, customer agrees that the item has been tested and found to be safe for its intended use.