

PVC

Warranty Information



Ekena Millwork® warrants its line of PVC products including those listed below, as follows:

Ekena Millwork® warrants to the owner of a property on which any of the above products have been installed that they are free from manufacturing defects which result in cracking, splitting, and excessive fading under normal weather conditions for a lifetime. This warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with the manufacturer's installation instructions. Products not installed in this manner will not be warranted.
2. Ekena Millwork® shall solely determine whether the product was installed according to its installation instructions.
3. In the case of a claim of excessive fading, the homeowner is advised that some degree of fading over time is expected. Therefore, Ekena Millwork® shall solely determine whether the amount of fading in any particular case is excessive. Ekena Millwork® will not be held responsible for fading, peeling, cracking or any other deterioration of finishes applied by any third parties.
4. The owner shall have the burden of establishing to Ekena Millwork's reasonable satisfaction the date of purchase of the product on which a claim is made.
5. In the event of a claim during the warranty period, Ekena Millwork® at its sole option will either (a) repair or replace the warranted product(s) without charge to the owner, or (b) if Ekena Millwork® is unable to repair the product in a commercially reasonable fashion and if Ekena Millwork® is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund, Ekena Millwork® will refund to the homeowner a sum equal to the actual price paid for the product at the time of purchase less reasonable depreciation from the date of purchase, which shall be determined as outlined above, to the date of the claim.
6. This warranty excludes reasonable travel expenses and labor charges incurred by Ekena Millwork® and/or its contractors in removing and/or replacing a warranted product.
7. If Ekena Millwork® attempts a reasonable number of times to repair a defective product under this warranty but those attempts are unsuccessful, Ekena Millwork® at its option may either replace the product or pay a refund to the homeowner as provided above.
8. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the owner or the installer, (b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after the date of purchase.
9. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. THE OBLIGATIONS AND LIABILITIES OF EKENA MILLWORK® UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

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.