



General: This express limited warranty covers performance of EverStone wall panels manufactured by Ekena Millwork. Ekena Millwork does not warrant installation or labor provided by others.

Terms: Ekena Millwork warrants that the product lines outlined in “general” are free from manufacturing defects for a period of five years after date of shipment, pro rated based on the schedule outlined in the warranty table.

Number of Years After Shipment	Prorated Coverage
0-2 Years	100%
2-3 Years	75%
3-4 Years	50%
4-5 years	25%

Remedies: If the EverStone panels do not meet the warranty, Ekena Millwork shall at its option and subject to the warranty coverage schedule, replace the products (less taxes), refund the original purchase amount, or provide touch up kits to repair the product at its sole discretion. Repairing or replacing does not extend the original warranty period. Ekena Millwork shall not be liable for labor costs to remove or re-install, travel expenses, or other costs.

Exclusions: This warranty does not apply to any issues with non-defective products caused by conditions or handling beyond Ekena Millwork’s control. This warranty does not cover claims, damage, or failure of the products from the following but not limited to: 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 written instructions and recommendations; 4) Repairs or modifications by persons not authorized by Ekena or from the use of parts and accessories not authorized by Ekena Millwork; 5) Unreasonable use or use outside of the intended application. 6) Ordinary wear and tear. 7) Paint damage caused by weathering and other external factors such as abrasions, impacts, or contact with tools such as mowers or edge trimmers. 8) Gapping caused by thermal expansion and contraction. 9) Excessive heat exposure (e.g. barbequeues or window reflections). 10) Color changes due to UV exposure and other natural processes. 11) Damage caused by power-washers, sprinklers, other external forces, or improper care or maintenance. 12) Damage resulting from settlement of building, movement in walls or foundation, or other failures of the structure itself. 13) Airborne stains, mold, or mildew.

Who Is Covered: This warranty extends only to the original residential or commercial owner(s) of the structure on the date of the purchase of the products and shall extend for the terms stated so long as such owner owns the structure. Coverage under this warranty shall cease upon the transfer of ownership of the structure or upon death of the original owner. This warranty does not transfer to any new owner of the structure which the product is installed on or any other individual other than the original owner of the structure the product is installed on.

Fading And Color Change Notice: EverStone faux panels are finished using paints and stains with UV resistant qualities. However, normal wear and tear can be expected and may require periodic maintenance and experience fading depending on the amount of sunlight, installation location, and other environmental factors. To reduce fading, a surface applied UV top coat can be applied upon installation and every 2-3 years depending on sun exposure. Due to normal weathering, changes in manufacturing, hand-finishing variations, and other factors., replacements or other panels ordered after initial install may differ from originals. Ekena reserves the right to change colors and finishing methods at any time without notice.

Mitigation Statement:

In accordance with applicable Texas law, the purchaser has a duty to mitigate damages. If a defect or issue is discovered, the purchaser must take reasonable and timely steps to prevent further damage, including ceasing use of the product, protecting it from additional exposure to weather or impact, and promptly notifying the manufacturer. Failure to take such steps may result in a reduction or denial of warranty coverage.

Governing Law:

This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. In the event of any dispute, claim, or controversy arising out of or relating to this warranty or the use of the product, the purchaser agrees to first attempt to resolve the matter through good faith mediation. Mediation shall take place in the State of Texas. If the parties are unable to resolve the dispute through mediation, either party may pursue other legal remedies available under Texas law, subject to the limitations described in this warranty.