



## **PELLA® ROOMSIDE SHADES LIMITED WARRANTY**

**IMPORTANT NOTICE:** Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty") before purchasing, installing or using Your Pella Roomside Roller Shades and/or Your Pella Roomside Cellular Shades (Collectively referred to as "Roomside Shades"). Before installing or using Your Roomside Shades, please read the Product Guide and Quick Start Guide for the product You purchased. These Guides are available on [Insynctive.Pella.com](http://Insynctive.Pella.com). Pella Corporation ("Pella") is not responsible for any loss or damage resulting from the use of Roomside Shades inconsistent with the instructions or information set forth in the Product Guide or Quick Start Guide. Refer to the Product Guide for the required care and maintenance of Your Roomside Shades. By purchasing, installing or using Your Roomside Shades, You are acknowledging that this Limited Warranty is part of the terms of sale.

### **A. Limitation of Liability and Disclaimer of Implied Warranties**

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF PELLA UNDER THIS LIMITED WARRANTY) SHALL PELLA, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY ROOMSIDE SHADES.** "Seller" is defined to include the party Your Roomside Shades were purchased from and the distributor of Your Roomside Shades. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to You.

This Limited Warranty is the exclusive warranty for Roomside Shades and is the only warranty, written or oral, for Your Roomside Shades. **NEITHER PELLA, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the products in question.

### **B. Covered Parties and Products**

This Limited Warranty applies to the original purchaser and all subsequent owners (original purchaser and subsequent owners referred to as "You" or "Your"). This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term "You" and "Your" is both singular and plural as the case may be. This Limited Warranty applies to Roomside Shades purchased on or after January 19, 2015, and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for Roomside Shades sold on or after January 19, 2015.

### **C. Limited Warranties and Notice**

#### **1) TRANSFERABLE FIVE-YEAR (5-YEAR) LIMITED WARRANTY FOR ROOMSIDE SHADES**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your Roomside Shades within five (5) years from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) repair or replace the defective product or component (not included are the costs of labor for removal, installation and/or reinstallation of any product or component) or 2) refund the original purchase price for the defective product. If a disposable battery was supplied with the Roomside Shades, see the specific disposable battery Limited Warranty.

#### **2) TRANSFERABLE NINETY-DAY (90-DAY) LIMITED WARRANTY FOR DISPOSABLE BATTERY SUPPLIED WITH ROOMSIDE SHADES**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your disposable battery supplied with Roomside Shades within ninety (90) days from the date of sale by Pella or its authorized dealer,

Pella shall, at Pella's sole option: 1) provide a replacement battery or product without charge (not included are the costs of labor for removal, installation and/or reinstallation of any product or component) or 2) refund the original purchase price for the product containing the battery.

#### **Notice of Defect**

You must notify Pella within the Limited Warranty period for the respective Insynctive product. Your notice must also be within ninety (90) days after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the respective Insynctive product or the 90 days from defect discovery shall be barred.

#### **D. Conditions Applicable to All Sales of Roomside Shades**

##### **Limitation of Remedy**

**YOUR EXCLUSIVE REMEDY, AND THE SOLE LIABILITY OF PELLA, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF PELLA, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED IN THIS LIMITED WARRANTY. IN NO EVENT SHALL THE LIABILITY OF PELLA, ITS SUBSIDIARIES OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT.** Replacement product or component shall be a reasonably similar current product or component and may not exactly match the original. Even where Pella chooses to repair or replace product or component, the costs covered by this Limited Warranty do not include any labor or material costs associated with any damage or touch-up needed from removal or reinstallation of the space or property surrounding or adjacent to the repaired or replaced product or component. Replacement product or component provided pursuant to this Limited Warranty shall be subject to the applicable Roomside Shades Limited Warranty only for the remainder of the original warranty period on the product or component being replaced. If Pella or Seller provides any of the remedies identified in this Limited Warranty (i.e., repair, replacement of the product or component or refund of the purchase price), then this limitation of remedy shall not have failed of its essential purpose.

#### **E. Disclaimer – What This Limited Warranty Does Not Cover**

**Pella is not responsible for and makes no warranty as to product failure, loss or damage due to:**

- Non-Pella products connected with Insynctive Products.
- Improper storage, handling, installation, use, modification or maintenance.
- Products with modifications or repairs that are not approved by Pella.
- Product exposed to excessive localized heat, high-moisture environments or water.
- Acts of God.
- Accident, misuse, abuse, alteration, improper handling, improper operation and/or improper cleaning.
- Products subjected to conditions outside product design limitations.
- Installation or use inconsistent with Pella's installation instructions, Product Guide or Quick Start Guide.

**Pella is not responsible for and makes no warranty for:**

- Normal wear and tear.
- Normal wear, fading or discoloration from product usage, age or exposure to direct sunlight.
- Products that have not been paid for in full.
- Minor variations in product color.

#### **F. Miscellaneous Terms**

##### **Claim Procedure**

Claims may be made by writing to Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa, 50219, by calling Customer Service Department at 855-473-5524, or by going to [Insynctive.Pella.com](http://Insynctive.Pella.com). Please refer to [Insynctive.Pella.com](http://Insynctive.Pella.com) for information You should provide as part of Your claim.

##### **No Statement of Useful Life**

This Limited Warranty is not a statement of the useful life of any Pella® products, but a warranty to repair, replace, or refund as described by this Limited Warranty.

##### **No Waiver**

Pella may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and it shall not constitute a waiver of Pella's right to strictly enforce this Limited Warranty in any or all other circumstances.

##### **No Modifications**

By purchasing, installing or using the product covered by this Limited Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed by a duly authorized representative of Pella.