



## **PELLA® IMPERVIA® LIMITED WARRANTY AND PELLA FIBERGLASS-RESIN**

**IMPORTANT NOTICE:** Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty") before purchasing or installing this product. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

### **Arbitration and Class Action Waiver ("Arbitration Agreement")**

**YOU** and Pella and its subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Pella Products and waive the right to have a court or jury decide Disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by email to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line "Arbitration Opt Out" or by calling 877-473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [pella.com/arbitration](http://pella.com/arbitration) or email to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com) with the subject line: "Arbitration Details" or call 877-473-5527. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION). D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION).

### **LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES EXCLUDE PELLA IMPERVIA'S DURACAST® MATERIAL FOR RECTANGULAR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY HOMES**

This Limited Warranty applies only to Pella Impervia and Pella fiberglass-resin products ("Covered Pella Products"). Pella makes the following exclusive express Limited Warranties for Pella Impervia and Pella fiberglass-resin products installed in owner-occupied single-family homes within the United States and Canada, subject to the stated conditions and limitations.

#### **Nontransferable Limited Lifetime Warranty on Pella Impervia's Duracast® Material.**

Pella warrants that its Duracast material, which makes up the rectangular frame, sash or panel parts of Pella Impervia window and door products, will be free from cracking, splitting, corroding and warping for as long as you own your home. If Pella is given proper notice of a defect in the Duracast materials of a Pella Impervia rectangular window or door product, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Lifetime Warranty is provided to the original homeowner and may not be assigned or transferred. The Duracast Limited Lifetime Warranty does not cover the paint finish applied to the Duracast material, which is covered under the transferable ten-year (10-year) warranty on material and workmanship found below. In addition, the Transferable Ten-Year (10-Year) Limited Warranty on materials and workmanship replaces the Limited Lifetime Warranty on Pella's Duracast® material when you transfer ownership of your single-family home or cease to occupy your home.

#### **20/10 LIMITED WARRANTY ON PELLA'S FIBERGLASS-RESIN MATERIAL FOR NONRECTANGULAR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES, RESIDENTIAL AND COMMERCIAL APPLICATIONS**

##### **Pella's Fiberglass-Resin Material (Non-Duracast Material) – Transferable Ten-Year (10-Year) Limited Warranty.**

Pella warrants that its fiberglass-resin material, which makes up the frame and glass stops of the nonrectangular Special Shapes (i.e., half-circles, triangles, etc.), shall be free of defects in material or workmanship that significantly impair their proper operation and function for ten (10) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship of a Pella product occurring within ten (10) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited 10-Year Warranty may be transferred.

*The following applies to the Pella® Impervia® Limited Lifetime Warranty and the Pella Fiberglass-Resin 20/10 Limited Warranty:*

## **TRANSFERABLE LIMITED WARRANTIES FOR NONGLASS MATERIALS, WORKMANSHIP AND GLASS FOR DURACAST PRODUCTS INSTALLED IN RESIDENTIAL AND COMMERCIAL APPLICATIONS**

### **Nonglass Materials and Workmanship – Transferable Ten-Year (10-Year) Limited Warranty.**

This Transferable Ten-Year (10-Year) Limited Warranty applies to the Duracast® material not installed in owner-occupied single-family homes, and automatically replaces the Duracast Material Nontransferable Limited Lifetime Warranty for products installed in owner-occupied single-family homes, upon Buyer's transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home within ten (10) years of the date of sale by Pella or its authorized dealer. Pella warrants that all nonglass components of its Covered Pella Products shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for ten (10) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship of a Pella Impervia product occurring within ten (10) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Ten-Year (10-Year) Limited Warranty may be transferred.

### **Glass – Transferable Twenty-Year (20-Year) Limited Warranty.**

Pella warrants that the glass in Pella products shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for twenty (20) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a glass defect occurring within twenty (20) years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective glass (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price.

## **LIMITED WARRANTIES ON FRAMES USED ON BAY AND BOW WINDOWS FOR PELLA IMPERVIA PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE FAMILY HOMES, RESIDENTIAL AND COMMERCIAL APPLICATIONS\***

### **Nonglass Components – Transferable Ten-Year (10-Year) Limited Warranty.**

Pella warrants that the nonglass components of its Covered Pella Products shall be free of manufacturing defects in material or workmanship or termite damage that significantly impair their proper operation and function for ten (10) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship occurring within ten (10) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Warranty on Nonglass Components does not apply to nonpainted hardware finishes.

### **Interior Factory Finish – Two-Year (2-Year) Limited Warranty.**

Pella warrants that all factory-applied interior paint and stain finishes to bay/bow frames by Pella Corporation will be free of any "Finish Defect" for a period of two (2) years from the date of sale by Pella or a Pella-authorized dealer. Pella products with factory-applied interior primer only are excluded from the interior finish Limited Warranty. A Finish Defect includes cracking, peeling, checking, delaminating, blistering, flaking, chalking in excess of a numerical rating of six (when measured in accordance with the standard practice specified in ASTM D659) or fading or change in color in excess of five "E" units (NBS), calculated in accordance with ASTM 2244. If Pella is given notice of such Finish Defect within two (2) years from the date of sale, Pella shall, at its sole option: 1) refinish the product (the finish may not necessarily be the same finish as originally applied to the product), 2) furnish labor to replace or repair any defective finish workmanship (and provide replacement materials if Pella determines such materials are necessary to make the repairs) or 3) refund the original purchase price of the defective item in question. This Finish Warranty is provided to the original Buyer and may not be assigned or transferred, although the limitations of liability set forth herein apply to all sales and persons.

## **CONDITIONS APPLICABLE TO ALL LIMITED WARRANTIES**

### **Limitation of Warranty.**

#### **FAILURE TO COMPLY WITH PELLA INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.**

This Limited Warranty does not extend to the use of Covered Pella Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling and in the Pella Architectural Design Manual, or under conditions not reasonably foreseeable to, or beyond the control of, Pella. Buyer and User assume all risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Pella Products. **NEITHER PELLA 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 shall be two (2) years from the date of sale by Pella or its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in which event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

\* Bay and bow windows for Pella Impervia made with wood frame.

### **Allocation of Risks of Pella® Product Performance.**

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Pella Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Pella products in accordance with Pella Installation Instructions; or the use of Pella products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Pella products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer or User, architect, contractor, installer or other construction professional, and is not the responsibility of Pella. All risks related to building design and construction, or the maintenance, installation and use of Pella products, shall be assumed by Buyer and/or User.

**IMPORTANT NOTICE:** Pella products **should not** be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, Pella makes **no warranty of any kind on and assumes no responsibility for Pella windows and doors installed in barrier wall systems. In the states listed above, the installation of Pella products in EIFS or similar barrier systems must be in accordance with Pella's instructions for that type of construction.**

### **Limitation of Liability.**

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL PELLA OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY PELLA PRODUCTS.** 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.

### **Limitation of Remedy.**

**THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE SOLE LIABILITY OF PELLA 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 THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF PELLA OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT.** Replacement products shall be a reasonably similar current product and may not exactly match the original. Even where Pella chooses to repair or replace product within two (2) years of the date of sale, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Pella product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Pella or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Buyer and/or User agrees that this limitation of remedy shall not have failed of its essential purpose.

### **DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER**

Pella is not responsible for or makes no warranty as to:

#### **1) Product failure, loss or damage due to:**

- Normal wear and tear.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Mechanical abrasion to finishes.
- Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
- Damage caused by failing to finish your bay or bow frames in a timely manner to protect them from UV rays and the elements.
- Nonfactory finishing, repairs or modifications performed by anyone other than Seller (or one of its subcontractors).
- Finishes of non-Pella products.
- The buyer's choice of finish, or whether the chosen finish on bay or bow frames is a match to other or existing finishes.
- Structural settlement, movement or vibration.
- Product or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Finish failure or any other losses arising from defects in the existing structure.
- Interior prime finish on bay or bow frames.
- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- Acts of God.
- Acid rain or other corrosive elements.
- Accidents, including accidental glass breakage.
- Application of after-market window films to glass surfaces.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Installation of anything other than standard factory-installed glass in Duracast® frames.
- Glass breakage, not the fault of Pella, that results in seal failure.
- Damage caused by high in-home humidity (condensation, frost and mold).
- Accident; misuse; abuse; alterations; improper handling operation or cleaning.

- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation.
- Hardware finishes.
- Ripping, tearing or other damage not the fault of Pella to window screens associated with wear and tear through product use.
- Insects, including grasshoppers (with the exception of coverage for termites on bay or bow frames).
- Finishing or modifying the structure containing repaired or replaced product.
- The purchase, damage, repair or replacement of non-Pella® products.
- Products that have not been paid for in full.

## **2) Minor imperfections in the product:**

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Variations in wood grain, color, texture or natural characteristics on bay or bow frames.

## **3) Installation inconsistent with Pella Installation Instructions:**

- Damage resulting in whole or in part from installation inconsistent with Pella's Installation Instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella's recommendations for mulling and combining Pella products.

## **WDMA Hallmark Certification.**

Pella products labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification are tested in accordance with applicable WDMA performance standards, which require products to be tested for air infiltration, water infiltration and structural performance. The WDMA certification standards measure the performance of a single sample of the product at the time of manufacture. Performance of Pella products, as measured by the WDMA standards, will change over time depending upon the conditions of use. For details on Hallmark Certification, go to [WDMA.com](http://WDMA.com). All Hallmark Certification performance ratings apply to individual products only. Pella makes no claims as to the overall performance of mulled and/or product combinations.

## **NFRC Standards.**

Pella products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are tested in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. For details on NFRC Energy Performance ratings, go to [NFRC.org](http://NFRC.org).

## **Argon.**

For Pella products labeled as having Low-E insulating glass with argon, Pella injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of argon out of the insulating glass. Pella makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

## **Prompt Notice of Claim.**

Within the warranty period, Buyer or User shall promptly notify Pella, and in no case more than one (1) year after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Pella did not receive notice within one (1) year from the time the problem first became known, shall be barred.

## **Limited Warranty Claim Procedure.**

Claims under these Limited Warranties may be made in writing to **Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219**, by calling for service at 800-374-4758 or by going to [pella.com/warranty](http://pella.com/warranty). Claims to Pella should include the following information:

1. Claimant's name, address and phone number and the installation address (if different);
2. A description of the product, purchase price, date and location of purchase, and copies of invoices;
3. The Pella serial number located on the insulating glass spacer or the unit identification number located on the lower left-hand corner of the glass (as seen from the inside);
4. A description of the product concerns (photos may be included); and
5. A brief summary of attempts made to address the concerns.

Pella may charge a fee for on-site product inspections.

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

This Limited Warranty is not a statement of the useful life of any Pella® products.

**Entire Agreement.**

With the exception of a written statement signed by an authorized Pella® representative, this Limited Warranty and all the terms contained herein constitutes the entire agreement between Pella/Seller and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer/User agrees that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

**No Amendment Except in Writing.**

Pella and Seller offer this product, and Buyer and User accept it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Pella.

**For the most up-to-date warranty information, see the complete warranties for all Pella products on [pella.com](http://pella.com). Read the *Pella Impervia® Owner's Manual* for the required care and maintenance of your Pella products. All Pella Owner's Manuals are available on [pella.com](http://pella.com).**