



## **ARCHITECT SERIES®, PELLA® AND ENCOMPASS BY PELLA® FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS PRODUCT LIMITED WARRANTY AND FINISH LIMITED WARRANTY**

**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).

**I. ARCHITECT SERIES AND PELLA FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS LIMITED WARRANTIES** Pella makes the following exclusive express Limited Warranties for Architect Series and Pella Entry Door Systems installed in owner-occupied single-family homes within the United States and Canada, subject to the stated conditions and limitations.

### **A. Limited Lifetime Nonglass Materials and Workmanship Warranty: Fiberglass or Steel Entry Door Panels and Clad Frame Systems.**

This Limited Lifetime Warranty applies only to Architect Series and/or Pella fiberglass or steel entry door and clad frame systems, sidelights and transoms ("Covered Pella Products"). Pella warrants to the original homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door openings that, for as long as the homeowner owns and occupies the residence, the nonglass materials and workmanship shall be free from defects that significantly impair the proper use and function of the Covered Pella Products and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective materials or workmanship (with cost of labor included only if notice of claim made within two [2] years of the date of sale or 2) refund the original purchase price to homeowner or, where applicable, transferee. The Covered Pella Products consist of the door and clad frame system, sidelights and transoms. The door consists of the fiberglass or steel panel and any applied glazing material used on the rims, bottom gasket and bottom sweep (and astragals and flushbolts where applicable). Grilles or any other alterations not installed by Pella Corporation that impair operation or function shall void this warranty. Factory prefinishing, including paint, stain or any other finishes applied to the entry door material, is separately covered (see Section VI), and this warranty does not apply. Nonfactory finishing is not warranted. This warranty is in force only when the above named parts are genuine Pella parts and Pella assembled. This Limited Lifetime Warranty on nonglass components does not apply to hardware finishes

### **B. Ten-Year [10-Year] Limited Nonglass and Materials Warranty: Fiberglass or Steel Entry Door Panels and Wood Frame Systems.**

This Ten-Year [10-Year] Limited Warranty applies only to Architect Series and/or Pella fiberglass or steel entry door and wood frame systems, sidelights and transoms ("Covered Pella Products"). Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door openings that for ten [10] years from the date of sale, the nonglass materials and workmanship shall be free from defects that significantly impair the proper use and function of the Covered Pella Products and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective materials or workmanship (with cost of labor included only if notice of

claim made within two [2] years of the date of sale or 2) refund the original purchase price to homeowner or, where applicable, transferee. The Covered Pella® Products consist of the door with wood frame, sidelights and transoms. The door consists of the fiberglass or steel panel and any applied glazing material used on the rims, bottom gasket and bottom sweep (and astragals and flushbolts where applicable). Grilles or any other alterations not installed by Pella Corporation that impair operation or function shall void this warranty. Factory prefinishing, including paint, stain or any other finishes applied to the entry door material, is separately covered (see Section VI), and this warranty does not apply. Nonfactory finishing is not warranted. This warranty is in force only when the above named parts are genuine Pella parts and Pella-assembled. This Limited Lifetime Warranty on nonglass components does not apply to hardware finishes.

## **II. ENCOMPASS BY PELLA® FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS LIMITED WARRANTY**

Pella makes the following exclusive express Limited Warranties for Encompass by Pella Entry Door Systems installed in owner-occupied single-family homes within the United States and Canada, subject to the stated conditions and limitations.

### **Ten-Year [10-Year] Limited Nonglass Materials and Workmanship Warranty: Fiberglass or Steel Entry Door Panels and Wood Frame System.**

Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door openings that, for ten (10) years from the date of sale, the nonglass materials and workmanship shall be free from defects that significantly impair the proper use and function of the Covered Pella Products and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective materials or workmanship (with cost of labor included only if notice of claim made within two [2] years of the date of sale or 2) refund the original purchase price to homeowner or, where applicable, transferee. Covered Pella Products consist of the door with wood frame, sidelights and transoms. The door consists of the fiberglass or steel panel and any applied glazing material used on the rims, bottom gasket and bottom sweep (and astragals and flush bolts where applicable). Grilles or any other alterations not installed by Pella Corporation that impair operation or function shall void this warranty. Factory prefinishing, including paint, stain or any other finishes applied to the entry door material, is separately covered (see Section VI), and this warranty does not apply. Nonfactory finishing is not warranted. This warranty is in force only when the above named parts are genuine Pella parts and Pella-assembled. This Limited Lifetime Warranty on nonglass components does not apply to hardware finishes.

## **III. LIMITED WARRANTIES FOR ALL ENTRY DOOR SYSTEMS (ARCHITECT SERIES®, PELLA AND ENCOMPASS BY PELLA) ("Covered Pella Products") INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES WITHIN THE UNITED STATES AND CANADA**

### **Nondecorative Glass Transferable Twenty-Year [20-Year] Limited Warranty.**

Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door openings that for twenty [20] years from the date of sale, the nondecorative glass shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective glass (with cost of labor included only if notice of claim made within two [2] years of the date of sale) or 2) refund the original purchase price to homeowner or, where applicable, transferee.

### **Decorative Glass Transferable Ten-Year [10-Year] Limited Warranty.**

Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door opening that for ten [10] years from the date of sale, the decorative glass shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective glass (with cost of labor included only if notice of claim made within two [2] years of the date of sale) or 2) refund the original purchase price to homeowner or, where applicable, transferee.

### **Door Hinges, Hardware and Door-Frame Weatherstripping Ten-Year [10-Year] Limited Warranty.**

All Pella fiberglass or steel entry door hinges, hardware handle sets, knobs, levers, deadbolts, multipoint lock and door-frame weatherstripping (covered accessories) are covered by the following Ten-Year [10-Year] Limited Warranty. Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and from manufacturing defects in material or workmanship that significantly impair proper operation or function and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective materials or workmanship (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.

### **Blinds or Shades Sealed Between Insulating Glass – Five-Year [5-Year] Limited Warranty.**

Pella warrants to the homeowner of a residence for which Covered Pella Products were purchased from Pella or its authorized dealer and installed in the original door openings that for five [5] years from the date of sale, the insulating glass (with blinds or shades inside) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that the between-the-glass blind or shade shall be free from manufacturing defects in material or workmanship that significantly impair proper operation or function and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective glass (with cost of labor included only if notice of claim made within two [2] years of the date of sale) or 2) refund the original purchase price to homeowner or, where applicable, transferee.

#### **Decorative Metal Accents and Wrought-Iron Options – Two-Year [2-Year] Limited Warranty.**

Pella warrants to the homeowner of a residence for which Covered Pella® Products were purchased from Pella or its authorized dealer and installed in the original door opening that for two [2] years from the date of sale, the decorative metal accents and wrought iron shall be free from premature failure or manufacturing defects that significantly impair operation or purpose and that upon prompt written notice of claim (see Section VII), Pella shall, at its sole option: 1) repair or replace the defective materials or workmanship (with cost of labor included only if notice of claim made within two [2] years of the date of sale) or 2) refund the original purchase price to homeowner or, where applicable, transferee.

#### **CHANGES TO WARRANTIES RESULTING FROM CHANGE OF OWNERSHIP OR OCCUPANCY**

All the warranties in sections I, II and III above may be transferred to a subsequent purchaser of your home; however, the Limited Lifetime Warranty is automatically converted into a Ten-Year [10-Year] Warranty of the same scope with the Ten-Year [10-Year] period running from original date of sale of the Covered Pella Products. The same conversion occurs where you cease to occupy your home for any consecutive ninety-day [90-day] period. Moreover, all other transferred warranties run for only their original durations.

#### **IV. LIMITED WARRANTIES FOR ALL ENTRY DOOR SYSTEMS INSTALLED IN MULTIRESIDENTIAL AND/OR COMMERCIAL APPLICATIONS**

##### **Nonglass Materials and Workmanship One-Year [1-Year] Limited Warranty.**

Pella warrants that all nonglass components of its entry door system doors and all entry door system frames from Pella installed in non-owner-occupied or non-single-family homes (including all commercial buildings) shall be free of manufacturing defects in nonglass material or workmanship that significantly impair their proper operation and function for one [1] year from the date of sale by Pella or its authorized dealer. If Pella is given prompt written notice of claim of a defect in nonglass materials or workmanship of an entry door product from Pella occurring within one [1] year 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 one [1] year of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Warranty may be transferred.

##### **Decorative and Nondecorative Glass Five-Year [5-Year] Limited Warranty.**

Pella warrants the glass in entry door systems from Pella installed in non-owner-occupied or non-single-family homes (including all commercial structures) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for five [5] years from the date of sale by Pella or its authorized dealer. If Pella is given prompt written notice of claim of a glass defect occurring within five [5] years from 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 one [1] year of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Warranty may be transferred.

#### **V. CONDITIONS APPLICABLE TO ALL SALES OF COVERED PELLA PRODUCTS AND 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 AND/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/or User assume the risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Pella Products.

**NEITHER PELLA NOR PELLA OR ITS AUTHORIZED DEALER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY.** 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.

**NEITHER PELLA NOR PELLA OR ITS AUTHORIZED DEALER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY.** 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.

**NEITHER PELLA NOR PELLA OR ITS AUTHORIZED DEALER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY.** 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.

##### **Allocation of Risks of Performance for Entry Door Systems from Pella.**

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 and/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 entry doors from Pella 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 ITS AUTHORIZED DEALER 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 AND/OR USER, AND THE SOLE LIABILITY OF PELLA AND PELLA OR ITS AUTHORIZED DEALER 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 ITS AUTHORIZED DEALER 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 its authorized dealer 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 agree 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 from product usage or age, including normal wear and tear of weatherstrip.
- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- 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.
- Structural settlement, movement or vibration.
- Warping less than 1/4 inch, which is deferred for twelve [12] months, as the door panel takes time to adjust to local humidity levels.
- Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Damage caused by failure to properly finish all door panel, sidelight, transom, molding, light rim and frame surfaces, and jambs within thirty [30] days of installation – including products stored in excess of thirty [30] days.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Acts of God.
- Acid rain or other corrosive elements.
- Salt spray, including exposure to coastal weather conditions.
- Application of after-market window films to glass surfaces.
- Accidents, including accidental glass breakage, not the fault of Pella, that results in seal failure.
- Accidents; misuse; abuse; alterations; improper handling, operation or cleaning.
- Pet damage of any kind.
- Damage and/or discoloration, not the fault of Pella, to blinds or shades sealed between glass associated with wear and tear through product use, sun exposure, abuse or age.
- Discoloration or fading caused by product's exposure to direct sunlight.
- Damage to glass as a result of installation at elevations above 5,500 feet.
- Damage caused by high in-home humidity (condensation, frost or mold).
- Products subjected to conditions outside their design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation.
- Hardware finishes, including decorative metal accent options (clavos, hinge straps, etc.) and wrought iron.
- Pella® doors, transoms and sidelights installed in non-Pella frames; the purchase, damage, repair or replacement of non-Pella products.
- Finishing or modifying the structure containing repaired or replaced product.
- Finish failure or any other losses arising from defects in the existing structure.
- 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 (including random variations in textures, level of opacity, swirls and bubblelike characteristics in decorative glass).
- Minor variations in glass color.
- Natural variations in the color or texture of any wood-grain surface.

## **3) Installation inconsistent with Pella® Installation Instructions.**

- Damage resulting in whole or in part from failure to comply with Pella's installation, finishing or maintenance 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).

## **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 or its authorized dealer and Buyer and/or 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 and/or User agree 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 or its authorized dealer offers this product, and Buyer and/or 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.

## **VI. ARCHITECT SERIES®, PELLA AND ENCOMPASS BY PELLA® FIBERGLASS OR STEEL ENTRY DOOR SYSTEMS FACTORY-FINISH LIMITED WARRANTY**

### **Two-Year [2-Year] Limited Warranty.**

Pella warrants that all factory-applied **paint** finishes to fiberglass or steel door panels or interior door 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 its authorized dealer. A Finish Defect includes cracking, peeling, blistering, flaking, chalking, blotchiness, surface contaminant and smudges that occur during the factory-finish process. Fading/change in color shall not be in excess of five [5] "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.

Pella warrants that all factory-applied **stain** finishes to door panels, or door 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 its authorized dealer. A Finish Defect includes cracking, peeling, blistering, chalking, surface contaminant and smudges that occur during the factory-finish process. A Finish Defect does not include fading due to UV or sunlight exposure or variation in stain absorption due to grain, color and texture differences in the wood. 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.

Pella products with factory-applied interior primer only are excluded from the Interior Finish Limited Warranty.

## CONDITIONS APPLICABLE TO PELLA® FACTORY-PREFINISHED PRODUCTS AND THIS FINISH WARRANTY FOR ENTRY SYSTEMS FROM PELLA

### Limitation of Factory-Finish Warranty.

**FAILURE TO COMPLY WITH PELLA INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER AND/OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.** This warranty does not extend to finished products subjected to conditions not reasonably foreseeable by Pella that exceed the stated performance parameters of the finish and/or product as provided on the product labeling or in the *Pella Architectural Design Manual*. Buyer and/or User assume all risk of any such use. This finish warranty is the exclusive warranty for finishing of a factory-finished entry door system product from Pella. **NEITHER PELLA NOR PELLA OR ITS AUTHORIZED DEALER MAKES ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCT FINISH, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS FINISH WARRANTY.** 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 such 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.

### Limitation of Factory-Finish Liability.

This Finish Warranty sets forth the maximum liability of Pella or its authorized dealer for the finish of the products. **IN NO EVENT (INCLUDING WHERE THIS FINISH WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL PELLA OR ITS AUTHORIZED DEALER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, FINISHING 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 Factory-Finish Remedy.

**THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER, AND THE SOLE LIABILITY OF PELLA OR ITS AUTHORIZED DEALER TO ALL PERSONS 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 FINISHING OF (OR THE APPLICATION OF A FINISHING PRODUCT TO) A PELLA PRODUCT, SHALL BE, AT THE OPTION OF PELLA, THE LABOR AND/OR MATERIALS TO REPAIR ANY DEFECTIVE FINISH OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT WITH THE DEFECTIVE FINISH, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF PELLA OR ITS AUTHORIZED DEALER EXCEED THE PRICE PAID FOR THE PRODUCT.** When applicable, replacement products shall be a reasonably similar current product and may not exactly match the original or original finish. Even where Pella chooses to repair or replace the product, the costs covered by this Finish 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 carpentry work). Replacement product provided pursuant to this Finish 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 its authorized dealer provides any of the remedies identified in the Finish Warranty (i.e., refinishing, repair/replacement of product or refund of the purchase price), then Buyer and/or User agree 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) Nonfactory finishing, repairs or modifications performed by anyone other than Pella or its authorized dealer (or one of its subcontractors).
- 2) Finishes of non-Pella products.
- 3) The Buyer and/or User's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- 4) Finish failure or damage due to:
  - Improper storage, cleaning, handling, installation, finishing, use, modification or maintenance.
  - Normal wear and tear from product usage or age.
  - Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
  - Products or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
  - Acts of God.
  - Acid rain or other corrosive elements.
  - Damage caused by high in-home humidity (condensation, frost or mold).
  - Accident; misuse; abuse; alterations; improper handling, operation or cleaning.
  - Products subjected to conditions outside product or finish design limitations.
  - Salt spray, including exposure to coastal weather conditions.
  - Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.

- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- Products that have not been paid for in full.
- Finish failure or any other losses arising from defects in the existing structure.

**No Statement of Useful Life.**

This Finish Warranty is not a statement of the useful life of any Pella® product.

**Entire Agreement.**

With the exception of a written statement signed by an authorized Pella representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between Pella or its authorized dealer and Buyer and/or 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 and/or User agree 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 or its authorized dealer offers this product, and Buyer and/or User accept it, subject to the foregoing Finish Warranty, which may be modified only by written agreement signed by a duly authorized representative of Pella.

**VII. CLAIMS UNDER THESE WARRANTIES (Limited Lifetime; Factory Finish)****Prompt Notice of Claim.**

Within the warranty period, Buyer and/or User shall notify Pella immediately, and in no case more than one [1] year after any defect or other basis of a claim covered by these Limited Warranties 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**, or by calling for service at 800-374-4758. 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;
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.