

Pella 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.

This Limited Warranty applies only to the following Pella® products: wood windows, wood patio doors and skylights. (“Covered Pella Products”). Pella makes the following exclusive express Limited Warranties for Pella products installed within the United States and Canada, subject to the stated conditions and limitations.

TRANSFERABLE LIMITED WARRANTIES FOR GLASS, WORKMANSHIP AND MATERIALS FOR SPECIFIED PELLA PRODUCTS

Non-Glass Components — Transferable Ten (10) Year Limited Warranty. Pella warrants that the non-glass components of its Covered Pella Products, including the Pella Endura Hardware™ collection, 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 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price. This Limited Warranty on Non-Glass Components does not apply to non-painted hardware finishes other than the Pella Endura Hardware Collection.

Non-laminated Glass — Transferable Twenty (20) Year Limited Warranty. Pella warrants that non-laminated glass in Covered 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price.

Laminated Glass — Transferable Five (5) or Ten (10) Year Limited Warranty. The laminated glass in Covered Pella Products, including HurricaneShield® products, is guaranteed against delamination, premature failure of the glass, or a permanent obstruction of vision due to failure of the glass seal for a period of ten (10) years for Sentry Glass® Plus laminated glass and five (5) years for laminated glass using a PVB interlayer following 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 or five (5) years, whichever is applicable to your product, 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price.

EnduraClad® Plus Exterior Paint — Transferable Twenty (20) Year Limited Warranty. Pella warrants that all aluminum clad products which have the optional EnduraClad Plus exterior paint finish shall be free from 1) Chalk in excess of a numerical rating of six when measured in accordance with the standard procedures specified in ASTM D659; or 2) Fade or change in color in excess of five

“E” units (NBS), calculated in accordance with ASTM 2244, for twenty (20) years from the date of sale by Pella or its authorized dealer. Color change will be measured on the exposed painted surface which has been cleaned of surface soils and chalk, and the corresponding values will be measured on the original or unexposed painted surface. It should be understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, and Pella makes no warranty with respect to the uniformity of fading under such circumstances. If Pella is given notice of a defect covered by this EnduraClad Plus Exterior Paint Warranty occurring within twenty (20) years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) refinish the product (the finish will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); 2) repair the product or provide replacement part(s) or product(s) (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); or 3) refund the original purchase price.

Seacoast Exterior Paint – Transferable Ten (10) Year Limited Warranty. Pella warrants that all products with aluminum cladding which have the optional Seacoast Exterior Paint finish shall be free from corrosion due to salt spray for a period of ten (10) years following the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect covered by this Seacoast Exterior Paint Warranty within ten (10) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) refinish the product (the finish will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product); 2) repair the product or provide replacement part(s) or product(s) (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); or 3) refund the original purchase price.

Vivid View™ High-Transparency Screen – Transferable Five (5) Year Limited Warranty. Pella warrants that the Pella Vivid View fabric shall be free from excessive fading and rust for a period of five (5) years following the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship covered by this Vivid View Warranty 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 part(s) or product(s) (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price.

**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 OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NON-COMPLIANCE. This Limited Warranty does not extend to the use of this product 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.

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 below). 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, are the responsibility of Buyer or User, the architect, contractor, installer, or other construction professional and are 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 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 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 agree that this limitation of remedy shall **not** have failed of its essential purpose.

Disclaimer – Pella is also 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.
- Installation inconsistent with Pella’s installation instructions.
- Altered or reinstalled products.
- Products used in non-vertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella’s recommendations for mulling and compositing windows.
- Mechanical abrasion to finishes.
- Applied finishes, applied sealants, or caulking.
- Structural settlement or movement, vibration, or excessive localized heat
- High moisture environments (including pools, hot tubs, and greenhouses), or water leakage
- Normal wear or discoloration of finish from product usage or age.
- Damage and/or discoloration to fabric shades and Slimshade® blinds from product usage, sun exposure, abuse or age including: variations in color or texture; loss of pleating if product is not being cycled (held in the raised position a portion of the time). Pella considers these things as normal wear and tear and they are not covered under the warranty.
- Acts of God.
- Acid rain, or other corrosive elements.
- Salt spray (except to the extent modified by the Seacoast Exterior Paint Limited Warranty).
- Inappropriate finishes, solvents, brickwash, or cleaning chemicals.
- Accidents, including accidental glass breakage.
- Application of after-market window films to glass surfaces.
- Glass breakage, not the fault of Pella, which results in seal failure.
- High in-home humidity (condensation, frost, mold).
- Accident, misuse, abuse, alterations, improper handling, operation or cleaning.
- Conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation
- Ripping, tearing or other damage not the fault of Pella to window screens associated with wear and tear through product use.
- Insects, including grass hoppers

2) Cost or loss from

- Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-Pella products.
- Products that have not been paid for in full.

3) Minor Imperfections in the Product such as:

- 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 or color.
- Minor variations in Pella Vivid View screen mesh weave.

4) Installation Inconsistent with Pella Installation Instructions.

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 requires products 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 www.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 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 www.NFRC.org.

Argon. For Pella products labeled as having argon-filled insulating glass, 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 forgoing 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 this Limited Warranty 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 or go to <http://warranty.pella.com>. 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, and the date and location of purchase, 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 product.

Entire Agreement. With the exception of a writing 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, are 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 User agree that they are not relying on any oral statements made by anyone which 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.

3/01/06