

# Pella® Impervia® Limited Warranty

Congratulations on choosing Pella® Impervia® window and door products to protect and beautify your home. These superior-quality windows and doors have been designed to give you years of comfort.

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

This Limited Warranty applies only to Pella Impervia products. Pella makes the following exclusive express Limited Warranties for Pella Impervia products installed within the United States and Canada, subject to the stated limitations.

## LIMITED LIFETIME WARRANTY ON PELLA’S DURACAST® MATERIAL FOR PRODUCTS INSTALLED IN OWNER OCCUPIED SINGLE FAMILY HOMES

**Non-Transferable Limited Lifetime Warranty On Pella’s Duracast® material.** Pella warrants that its Duracast® material, which makes up the frame, as well as the stile and rails of the bottom sash 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 window or door product, Pella shall, at its sole option: 1) repair the product (cost of labor included only within two years of the date of sale by Pella or its authorized dealer); 2) provide replacement of the defective material(s) or product(s), for which the cost of installation, including any associated labor costs, shall be the exclusive responsibility of Buyer or User; or 3) refund the original purchase price. **Pella Impervia products installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.**

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 10-year warranty on material and workmanship found below. In addition, the transferable ten (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.

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

**Non-Glass Materials and Workmanship — Transferable Ten (10) Year Limited Warranty.** Pella warrants that all non-glass components of its Pella Impervia products 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 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 the product (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); 2) replace the defective part(s) or product(s), for which the cost of installation, including any associated labor costs, shall be the exclusive responsibility of Buyer or User; or 3) refund the original purchase price. This Limited 10 year Warranty may be transferred. This Limited ten year warranty applies to the Duracast material not installed in owner occupied single family homes. This transferable ten year Limited Warranty automatically replaces the Duracast Material Non-Transferable Limited Lifetime Warranty upon Buyer’s transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home within 10 years of the date of sale by Pella or its authorized dealer.

**Glass — Transferable Twenty (20) Year Limited Warranty.** Pella warrants that the glass in Pella Impervia 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 the glass (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); 2) replace the defective glass, for which the cost of installation, including any associated labor costs, shall be the exclusive responsibility of Buyer or User; or 3) refund the original purchase price. This Limited Warranty may be transferred.

### CONDITIONS APPLICABLE TO ALL LIMITED WARRANTIES

**Limitation of Warranty.** ALL WARRANTIES FOR THE PERFORMANCE OF PELLA IMPERVIA PRODUCTS ARE VOID IF THE PRODUCT IS INSTALLED OR MAINTAINED CONTRARY TO PELLA’S INSTRUCTIONS. 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 the risk of any such use. This Limited Warranty is the exclusive warranty for Pella Impervia products. NEITHER PELLA NOR SELLER 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 exclusion of implied warranties is not intended to extend to consumers, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you. 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 Impervia 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 Impervia products in accordance with Pella installation instructions; or the use of Pella Impervia products in systems, such as barrier wall systems, which do not allow for the proper management of moisture within the wall system. The determination of the suitability of all building components, including the use of Pella Impervia 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 such risks related to building design and construction, or the maintenance, installation, and use of Pella® Impervia™ products shall be assumed by Buyer and/or User.

**IMPORTANT NOTICE** – Pella Impervia products **should not** be used in barrier Exterior Insulation and Finish Systems (such as EIFS) unless installed as directed by Pella’s recommended Installation Instructions or as approved by Pella Corporation’s Architectural Services Department prior to installation. **There is no warranty of any kind on any other use of Pella Impervia windows and doors in barrier wall systems. Product modifications that are not approved by Pella Corporation will void the Limited Warranty.**

**Limitation of Liability.** In no event shall Pella or Seller be liable for any incidental, consequential or special damages resulting from the use of any Pella Impervia products. 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 liability shall **not** have failed of its essential purpose. 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 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 PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN.** Replacement products shall be the closest equivalent current product and may not exactly match the original. In no case does this Limited Warranty cover the costs of finishing any repaired or replaced product or component or any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Pella Impervia product Limited Warranty only for the remainder of the original warranty period on the product being replaced. In no event shall the liability of Pella or seller exceed the price paid for the product. This Limitation of Remedy is not intended to apply to claims for personal injury.

**Disclaimer – What this Limited Warranty Does Not Cover.** Pella is not responsible for or makes no warranty as to:

**Certain Conditions**

- Improper storage, handling, installation, finishing, use, modification, or maintenance.
- Mechanical abrasion to finishes.
- Applied finishes, applied sealants, or caulking.
- Structural settlement or movement, vibration, excessive localized heat, high moisture environments, or water leakage.
- Normal wear or discoloration of finish from product usage or age.
- Application of after-market window films to glass surfaces.
- Acts of God.
- Acid rain, or other corrosive elements.
- Accidents, including accidental glass breakage.
- Damage caused by inappropriate finishes, solvents, brickwash, or cleaning chemicals.
- Glass breakage, not the fault of Pella, which results in seal failure.
- Damage caused by high in-home humidity (condensation, frost, mold).
- Hardware finishes.
- Non-Pella® products.
- Products that have not been paid for in full.
- Products subjected to conditions outside their design limitations.
- Improperly installed security systems.

**Minor Imperfections in the Product.** Pella is not responsible for or makes no warranty as to:

- Minor imperfections in glass that do not affect the product’s structural integrity or significantly obscure vision.
- Minor variations in glass color.

**Installation Contrary to Pella Installation Instructions.** Pella is not responsible for or makes no warranty as to:

- Damage resulting in whole or in part from installation contrary to Pella’s installation instructions.
- Altered or reinstalled products.
- Products used in non-vertical glazing applications.
- Composites not built by Pella or not built in accordance with Pella’s recommendations for mulling and compositing windows.

**WDMA Hallmark Certification.** Pella Impervia products labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification are tested in accordance with applicable WDMA performance standards. The WDMA certification standards measure the performance of a sample of the product at the time of manufacture. Performance of Pella Impervia 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](http://www.WDMA.com).

**NFRC Standards.** Pella Impervia 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](http://www.NFRC.org).

**Argon.** For Pella Impervia 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.** Buyer or User shall notify Pella immediately, but 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.pellaimpervia.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.
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 Impervia product.

**Entire Agreement.** This Limited Warranty and all the terms contained herein constitutes the entire agreement between Pella/Seller and Buyer/User. Buyer and User agree that they are not relying on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained herein.

**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.

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