

# ThermaStar by Pella®

## Limited Warranty

Congratulations on choosing ThermaStar by Pella vinyl 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 ThermaStar by Pella 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.**

### **LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES**

This Limited Warranty applies only to ThermaStar by Pella products. Pella makes the following exclusive express Limited Warranties for ThermaStar by Pella products installed in owner-occupied single-family homes within the United States and Canada, subject to the stated limitations.

#### **Nonglass Materials and Workmanship — Nontransferable Limited Lifetime Warranty.**

Pella warrants that all nonglass components of its ThermaStar by Pella products will be free of defects in material or workmanship that significantly impair their proper operation and function for as long as Buyer owns and occupies the home into which the ThermaStar by Pella products are installed. If Pella is given notice of a defect in materials or workmanship of a ThermaStar by Pella 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 Buyer and may not be assigned or transferred. ThermaStar by Pella products installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.

### **TRANSFERABLE LIMITED 20/10 WARRANTIES FOR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY HOMES AND LIMITED 20/10 WARRANTY FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES**

#### **Nonglass Materials and Workmanship — Transferable Ten-year (10-year) Limited Warranty.**

This transferable Ten-Year (10-Year) Limited Warranty applies to other than owner-occupied single-family homes, and automatically replaces the 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 ThermaStar by 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 ThermaStar by 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 ten (10) year Limited Warranty may be transferred.

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

Pella warrants that the glass in ThermaStar by 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. This Limited Warranty may be transferred.

### **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 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 ThermaStar by Pella® products. **NEITHER PELLA NOR SELLER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY 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 ThermaStar by 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 ThermaStar by Pella products in accordance with Pella installation instructions; or the use of ThermaStar by Pella products in barrier wall systems, which do not allow for the proper management of moisture within the wall system (see below). The determination of the suitability of all building components, including the use of ThermaStar by Pella products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer or User, the architect, contractor, installer, or other construction professional and is not the responsibility of Pella. All risks related to building design and construction or to the maintenance, installation and use of ThermaStar by 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 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 ThermaStar by 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.
- Nonfactory-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.
- 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.
- Glass breakage, not the fault of Pella, which results in seal failure.
- Damage caused by high in-home humidity (condensation, frost, 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.
- 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.

2) Minor imperfections in the product

Pella is not responsible for and 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.

3) Installation inconsistent with Pella installation instructions

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

- Damage resulting in whole or 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 windows.

**WDMA Hallmark Certification.**

ThermaStar by 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 ThermaStar by 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](http://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.**

ThermaStar by 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 [www.NFRC.org](http://www.NFRC.org).

**Argon.**

For ThermaStar by Pella products labeled as having Low-E with argon-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 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 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://www.thermastar.com/customer.asp>. 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 ThermaStar by 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/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 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.