

# PELLA® INSTALLATION LIMITED WARRANTY

**IMPORTANT NOTICE: Read this entire Pella Installation Limited Warranty and Limitation of Liability (“Installation Warranty”) before the installation of Pella Corporation (“Pella”) products pursuant to a Pella Sales Agreement. By contracting for the installation of Pella products under a Sales Agreement, you are acknowledging that this Installation Warranty is part of the terms of sale.**

If you (also referred to as “Buyer”) entered into a Sales Agreement with a Pella Sales Branch (also referred to as “Seller”) for the sale and installation of Pella products into your home (“Covered Installation”), this Installation Warranty applies to you. In addition to this Installation Warranty, your Pella products are covered by separate product warranties. Even if this Installation Warranty does not apply to you, the Pella products you purchased are covered by applicable Pella product warranties. You should review the applicable Pella product warranties for warranty coverage and limitations applying to your Pella products. By installing the Pella products, you are acknowledging that the product warranties are part of the terms of sale. You can review the applicable product warranties at [www.pella.com](http://www.pella.com).

Seller makes the following exclusive express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. Seller warrants that all installation work performed as a part of a Covered Installation will be free of “Material Defects” for a period of two (2) years from the date of substantial completion of the original installation. A “Material Defect” is an error in the installation of the Pella products that materially impairs the function or performance of the Pella products. If Pella is given Prompt Notice (as defined below) of a “Material Defect” within two (2) years from the date of substantial completion of the original installation, Seller shall, at its sole option: 1) furnish labor to repair any defective installation workmanship (and provide replacement materials if Seller determines such materials are necessary to make the repairs) or 2) refund the original purchase price including the cost of installation. This warranty is transferable.

For purposes of this Installation Warranty, installation shall not include product finishes or finishing. If you selected the finished products option in your Sales Agreement, your purchase may be subject to a Finish Limited Warranty. You can review this warranty at [www.pella.com](http://www.pella.com) or obtain a copy from your local Pella Dealer.

The proper finishing, care and maintenance of your Pella® products are important to assuring that your Pella products will give you years of enjoyment. Please see [www.pella.com](http://www.pella.com) for additional finishing, care and maintenance information.

## **CONDITIONS APPLICABLE TO ALL COVERED INSTALLATIONS AND THIS INSTALLATION WARRANTY**

### **Limitation of Warranty.**

This Installation Warranty does not extend to installations subjected to conditions not reasonably foreseeable by Seller or its installer that exceed the stated performance parameters of the product as provided on the product labeling or in the *Pella Architectural Design Manual*. Buyer and User assume all risk of any such use. This Installation Warranty is the exclusive warranty for a Covered Installation. **NEITHER PELLA NOR SELLER MAKES ANY OTHER WARRANTIES WITH RESPECT TO THE INSTALLATION, EXPRESS OR IMPLIED, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS INSTALLATION WARRANTY.**

### **Limitation of Liability.**

**THIS INSTALLATION WARRANTY SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION. IN NO EVENT (INCLUDING WHERE THIS INSTALLATION WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR INSTALLATION 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. IN NO EVENT SHALL THE LIABILITY OF SELLER OR PELLA EXCEED THE PRICE PAID FOR THE PRODUCT AND INSTALLATION.**

### **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 A PELLA PRODUCT, SHALL BE, AT THE OPTION OF SELLER, THE LABOR TO REPAIR ANY DEFECTIVE INSTALLATION WORKMANSHIP OR THE RETURN OF THE ORIGINAL PURCHASE PRICE.**

Where applicable, replacement products shall be a reasonably similar current product and may not exactly match the original. Even where Seller chooses to repair or replace product, the costs covered by this Installation 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 Installation 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 Installation Warranty 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 – Seller and Pella are not responsible for or make no warranty as to:**

1. Installations, repairs or modifications performed by anyone other than Seller or someone under the control of Seller.
2. Installation of non-Pella products.
3. Where some or all of the installation is directed by you or someone under your control to be performed in a manner inconsistent with Pella’s installation instructions.
4. Installation failure due to
  - Normal wear and tear.
  - Structural settlement or movement, vibration, excessive localized heat, high moisture environments.
  - Water leakage not caused by installation performed by Seller.
  - Acts of God.
  - Acid rain, or other corrosive elements.
  - High in-home humidity (condensation, frost, mold).

- Accident, misuse, abuse, alterations, improper handling, operation or cleaning (by others outside of Seller's control).
  - Improperly installed security systems.
  - Failure to utilize proper maintenance practices.
5. Cost or loss from Covered Installation that has not been paid for in full.
  6. Installation failure or any other losses arising from latent defects in the existing structure.
  7. Loss, damage or expense resulting from work performed or materials furnished in accordance with plans and specifications provided by Buyer.

**Prompt Notice of Claim.**

Seller shall have no obligation under this Installation Warranty for claims received after two (2) years of the date of substantial completion of the original installation and all suits commenced after this two-year (2-year) time period shall be barred. Subject to the foregoing limitation, Buyer or User shall also within thirty (30) days notify Seller in writing of any known or reasonably suspected "Material Defect" ("Prompt Notice"). Any claims otherwise covered by the foregoing warranties, but for which Seller did not receive Prompt Notice, shall be barred.

**Installation Warranty Claim Procedure.**

Claims under this Installation Warranty should be made to Seller identified in your Sales Agreement. If Seller cannot be located, assistance in determining the location or availability of Seller may be made by 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 [www.pella.com](http://www.pella.com). Claims 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, name and other identifying information for Seller, and copies of your Sales Agreement and any 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. You (or claimant, if it is not you) may be charged a fee for on-site installation inspections if it is determined that a "Material Defect" does not exist.

**No Statement of Useful Life.**

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

**Entire Agreement.**

Your signed Sales Agreement, this Installation Warranty and any applicable product warranties constitute the entire agreement between Seller and you. You agree that you are not relying on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Installation Warranty, your Sales Agreement, and any applicable product warranties.

**No Amendment Except in Writing.**

Seller offers these product and installation services, and Buyer accepts the product and services, subject to the foregoing Installation Warranty, which may be modified only in writing signed by Seller.