

## **BONELLI DOORS + WINDOWS LIMITED WARRANTY**

**IMPORTANT NOTICE:** Read this entire Bonelli Doors + Windows Limited Warranty and Limitation of Liability ("Limited Warranty"), including Coverage Limitations and Disclaimers, before purchasing, installing or using Your Bonelli doors and windows ("Bonelli Products"). Before installing or using Your Bonelli Products, please read the Bonelli Doors + Windows Care and Maintenance Guide for the required care and maintenance of your Bonelli Products (Care and Maintenance Guide available on [bonelli.com](http://bonelli.com)). Bonelli is not responsible for any loss or damage resulting from the use of Your Bonelli Products inconsistent with the instructions or information set forth in the Care and Maintenance Guide. By purchasing, installing or using Your Bonelli Products, You are acknowledging that this Limited Warranty is part of the terms of sale. Para obtener esta Garantía Limitada en español, visite [bonelli.com](http://bonelli.com). Bonelli offers no warranty for, and this Limited Warranty does not apply to, Bonelli windows and patio doors purchased from anyone other than Bonelli or an authorized dealer/distributor.

### **A. Limitation of Liability and Disclaimer of Implied Warranties**

This Limited Warranty sets forth the maximum liability for Bonelli Products purchased from Bonelli or an authorized dealer/distributor. IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF BONELLI UNDER THIS LIMITED WARRANTY) SHALL BONELLI, ITS PARENT COMPANY, SUBSIDIARIES, OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY BONELLI PRODUCTS. "Seller" is defined to include the party Your Bonelli Products were purchased from and the dealer/distributor of Your Bonelli 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.

This Limited Warranty is the exclusive warranty for Your Bonelli Products and is the only warranty, written or oral, for Your Bonelli Products. NEITHER BONELLI, ITS PARENT COMPANY, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES REGARDING YOUR BONELLI PRODUCTS, AND BONELLI, ITS PARENT COMPANY, ITS SUBSIDIARIES AND SELLER DISCLAIM OR EXCLUDE ALL 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 is limited to the earlier of the applicable statute of limitation or repose or the relevant respective term of this Limited Warranty, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the Bonelli Products in question.

### **B. Arbitration and Class Action Waiver ("Arbitration Agreement")**

YOU and Bonelli and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR BONELLI PRODUCTS (INCLUDES BONELLI GOODS AND BONELLI SERVICES) 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 BONELLI PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Bonelli no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Bonelli Products. To opt out, You must send notice by email to [info@bonelli.com](mailto:info@bonelli.com), with the subject line "Arbitration Opt Out". Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Bonelli Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [bonelli.com/arbitration](http://bonelli.com/arbitration) or email to [info@bonelli.com](mailto:info@bonelli.com) with the subject line: "Arbitration Details". DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [BONELLI.COM/ARBITRATION](http://BONELLI.COM/ARBITRATION). D'ARBITRAGE ET RENONCIATION AU

RECOURS COLLECTIF (“convention d’arbitrage”) EN FRANÇAIS SEE BONELLI.COM/ARBITRATION.

**C. Covered Parties and Products**

This Limited Warranty applies to the original purchaser (original purchaser and subsequent owners referred to as “You” or “Your”). In cases where product is purchased by a builder or architect for use by a homeowner, this limited warranty will apply to this original owner as long as the builder or architect notifies Bonelli at [info@bonelli.com](mailto:info@bonelli.com) of original building owner. This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term “You” and “Your” is both singular and plural. This Limited Warranty applies to Bonelli Products purchased on or after July 1 and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for Bonelli Products sold on or after July 1, 2022.

**D. Limited Warranties, Transferability, Shipping Charges and Notice**

If You provide Bonelli notice of a defect in materials or workmanship that significantly impairs the operation and function in Your Bonelli Products within the timeframes listed in each warranty that starts from the date of delivery by Bonelli or an authorized dealer/distributor to the original purchaser, Bonelli shall, at its sole option: 1) repair or replace the defective part(s) or product(s) or 2) refund the original purchase price. Repairs or replacements will be the closest equivalent current product or component and may not exactly match the original. Normal wear and fading are not covered, with additional clarification provided in the Warranty Coverage Limitations.

	<b>Warranty for Original Purchaser</b>
<b>Bonelli Product - Basic Coverage</b>	<b>Two-Year (2-Year) Limited Warranty</b>
<b>Anodized Finish - cracks, peel, excessive chalk<sup>1</sup> or fade<sup>2</sup></b>	<b>Ten-Year (10-Year) Limited Warranty<sup>4</sup></b>
<b>Powder Coat Finish - cracks, peel, excessive chalk<sup>1</sup> or fade<sup>2</sup></b>	<b>Five-Year (5-Year) Limited Warranty<sup>4</sup></b>
<b>Insulated Glass</b>	<b>Prorated<sup>3</sup> Twenty-Year (20-year) Warranty</b>
<b>Labor Coverage (for repair or replacement)</b>	<b>Two-Year (2-Year) Limited Warranty</b>

<sup>1</sup> Excessive chalk is considered to be chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D4214-07 Method A.

<sup>2</sup> Excessive fade is considered to be fade or change in color in excess of five (5) “delta E” units (Hunter) calculated in accordance with ASTM D2244-16. Color change will be measured on the exposed painted surface, which has been cleaned of surface soils, 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 Bonelli makes no warranty with respect to the uniformity of fading under such circumstances.

<sup>3</sup> Bonelli will cover 100% of the cost of warranty replacement glass in year one. Coverage decreases by 5% each year thereafter until the end of the warranty period.

<sup>4</sup>For warranty claim submission on finish, all requirements of the Bonelli Care and Maintenance Document must be met including notice to Bonelli of regular cleaning.

## **20 YEAR LIMITED WARRANTY FOR INSULATED GLASS**

All insulated glass manufactured by Bonelli for goods shipped under the attached contract is warranted for a period of twenty (20) years on a pro rata basis from the date upon which the contract goods are complete and delivered.

Bonelli warrants to You for a period of twenty (20) years from the date of when it was manufactured that the insulating glass units with spacers and with or without glass that is laminated will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal due to manufacturing defects in material or workmanship. This warranty shall be valid for insulating glass units utilizing capillary tubes only if the insulating glass units are properly installed in high altitude applications and use and all capillary tube materials (tubes, covers, silicone, picks). Failure to utilize materials or properly execute the requirements of Bonelli for the installation of insulating glass units at high altitude will void this limited warranty. Bonelli warrants that under normal conditions of use and service condensation of the inner surfaces will not occur.

### **Notice of Defect**

You must notify Bonelli within the Limited Warranty period for Your Bonelli Products. Your notice must also be within one (1) year after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the Bonelli Products or the one (1) year from defect discovery shall be barred.

### **E. Conditions Applicable to All Sales of Bonelli Product**

#### **Limitation of Warranty**

FAILURE TO COMPLY WITH BONELLI INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE PURCHASER 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 Bonelli Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product or under conditions not reasonably foreseeable to, or beyond the control of, Bonelli. Purchaser and User assume all risk of any such use.

#### **Allocation of Risks of Bonelli 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. Bonelli is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Bonelli Products in accordance with Bonelli Installation Instructions; or the use of Bonelli 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 Bonelli Products, as well as the design and installation of flashing and sealing systems, is the responsibility of Purchaser or User, the architect, contractor, installer or other construction professional and is not the responsibility of Bonelli. All risks related to building design and construction, or the maintenance, installation and use of Bonelli Products shall be assumed by Purchaser and/or User.

**IMPORTANT NOTICE:** Bonelli 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, Bonelli makes no warranty of any kind on, and assumes no responsibility for, Bonelli Products installed in barrier wall systems. In the states listed above, the installation of Bonelli

Products in EIFS or similar barrier systems must be in accordance with Bonelli's instructions for that type of construction.

### **Limitation of Remedy**

THE EXCLUSIVE REMEDY OF THE PURCHASER OR USER, AND THE SOLE LIABILITY OF BONELLI, ITS SUBSIDIARIES 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 BONELLI, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF BONELLI OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products or components shall be a reasonably similar current product and may not exactly match the original. Even where Bonelli chooses to repair or replace product or component 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 Bonelli 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 component, or refund of the purchase price), then Purchaser and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

### **F. DISCLAIMERS - What this Limited Warranty Does Not Cover**

The following are not considered defects in materials or workmanship under this Limited Warranty, and Bonelli is not responsible for or makes no warranty as to:

#### **1) Product failure, loss or damage due to:**

- Normal wear and fading.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Structural settlement, movement or vibration.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Acts of God.
- Accidents, including glass breakage not the fault of Bonelli, misuse, abuse, alterations, improper handling, operation or cleaning.
- Repairs or modifications performed by anyone other than Bonelli (or one of its subcontractors).
- Application of after-market window films to glass surfaces.
- Mechanical abrasion to finishes.
- Nonfactory-applied finishes, sealants or caulking. Finishes applied by the local dealer/contractor and finishes of non-Bonelli products are not covered by this warranty.
- The purchaser's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- Product or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Finish failure or any other losses arising from defects in the existing structure.
- Any damage which is a result of the failure to maintain the Bonelli Products according to the maintenance instructions in the Bonelli Care and Maintenance.
- Any breaches, such as scratches, chips or abrasions in the exterior finish that have not been repaired immediately.
- Acid rain or other corrosive elements.
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Bonelli.
- Hardware finishes.
- Ripping, tearing, or other damage not the fault of Bonelli 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-Bonelli 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.
- Minor variations in glass color.
- Variations in anodized finish color and microcracking also known as crazing.
- Visual glass deflection
- Tempered glass distortion
- Thermal expansion relating to the twisting or bowing of thermally broken aluminum Bonelli products

**3) Installation inconsistent with Bonelli installation instructions:**

- Damage resulting in whole or in part from installation inconsistent with Bonelli's installation instructions.
- Use of capillary tubes outside of designated high-altitude applications or installation of capillary tubes that does not follow instructions or use all capillary tube materials (tubes, covers, silicone, picks).
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Bonelli or not built in accordance with Bonelli's recommendations for mulling and combining Bonelli products.

**G. Additional Information and Miscellaneous Terms****WDMA Hallmark Certification**

Window & Door Manufacturers Association (WDMA) Hallmark Certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to muller and/or product combinations unless noted. Actual product results will vary and change over the product's life. For details, go to [wdma.com](http://wdma.com).

**NFRC Standards**

Bonelli products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are rated in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and/or physical testing of product samples. Actual results will vary and change over the product's life. The rating applies to the product and does not apply to muller and/or product combinations unless noted. For details, go to [NFRC.org](http://NFRC.org).

**Argon**

For Bonelli products labeled as having insulated glass with argon, Bonelli 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. Bonelli makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

**Claim Procedure**

Claims may be made by writing to Bonelli Customer Service Department, 7958 E. Ray Road, Suite 101, Mesa, AZ 85212, or by calling Customer Service Department at 480-586-2236, or by going to [bonelli.com](http://bonelli.com). Please refer to [bonelli.com](http://bonelli.com) for information You should provide as part of Your claim.

**No Statement of Useful Life**

This Limited Warranty is not a statement of the useful life of any Bonelli Products, but a warranty to repair, replace or refund as described by this Limited Warranty.

**No Waiver**

Bonelli may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and it shall not constitute a waiver of Bonelli's right to strictly enforce this Limited Warranty in any or all other circumstances.

**No Modifications**

By purchasing, installing or using the product covered by this Limited Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed by a duly authorized representative of Bonelli.

**Exclusions**

This warranty does not apply to defects for glass size in excess of 60 square feet, glass cracks, glass runs, spontaneous glass breakage, or any glass surface damage, rattling of grids between glass panes, normal glass tempering distortion, failure resulting from installation in high moisture areas, failure to order capillary (breather) tubes or properly close them; damage caused by accident, abuse, misuse, flood, fire, earthquake, structural settlement, vibration, localized heat exceeding 150 degrees, acts of nature, harmful fumes, vapors or chemicals.

Thermal expansion relating to the twisting or bowing of thermally broken aluminum Bonelli products may naturally occur when the products are exposed to dramatic and rapid change of temperature. This is not considered a product defect.