## PELLA WARRANTY

## Pella Pledge

#### A legacy of quality ...

Since 1925, Pella Corporation has been committed to providing people with innovations that help make their lives better. Pella's very first product — the Rolscreen\* retractable screen — gave homeowners a screen they didn't have to store every winter. Today, the employees at Pella are as committed as ever before to continuing the company's proud heritage of innovation. It's a companywide dedication to providing customers with innovations that truly make their lives better. This heritage is Pella's pledge of assurance to you.

## ... Built into every product ...

We believe that the best guarantee is the one you never have to use, and our priority has always been the enduring quality that is designed, tested and built into every product we sell.

#### ... With our pledge to you ...

While Pella\* products are built to provide years of satisfaction, the following warranty represents our commitment to address and fairly resolve any problems you may have with your products. Our warranty provides specific information about our products and your rights as our customer.

#### This pledge applies to Pella' windows, patio doors and entry systems.

Other warranties may apply to other products, such as Pella storm doors.

#### ... For years of comfortable ownership.

The comfort, security and satisfaction you'll experience with Pella products are our greatest rewards. Thank you for making Pella a part of your project. We sincerely appreciate your trust.

## Your satisfaction is important to us ...

In the event that you need Pella's help, please contact the store where your Pella product was purchased or contact the contractor who installed it. If you do not know this information, visit our store finder on our Web site at www.pella.com, call The Pella Window & Door Store<sup>w</sup> nearest you, or if you wish, write us at:

Pella Corporation Customer Service Department 102 Main Street Pella, Jowa 50219

## To help us provide you with the best service possible, please provide the following information:

- · Your name, address, phone number and installation address (if different)
- · A description of the product, the purchase price, the date and location of purchase, and copies of invoices
- The Pella Unit ID (see page 7.5)
- · A description of the product concerns (photos are particularly helpful)
- · A brief summary of any attempts made to address the concerns

We will do our best to contact you within seven (7) days after your inquiry reaches us and, if necessary, arrange for a service representative to visit as soon as possible. Pella may charge a fee for on-site product inspections.

## **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, and fiberglass and steel entry door systems ("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 Nonglass components — Transferable ten (10) year Limited Warranty.

Pella warrants that the nonglass 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 [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Warranty on nonglass components does not apply to nonpainted hardware finishes other than the Pella Endura Hardware Collection.

# Nonlaminated glass — Transferable twenty (20) year Limited Warranty.

Pella warrants that nonlaminated 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 [2] 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 a 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 [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price.

# Decorative glass — Transferable ten (10) year Limited Warranty.

Pella warrants that the decorative glass in its Covered Pella Products shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for ten (10) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a glass defect occurring within ten (10) 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 the 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.

## 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 [2] 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 the nonglass 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 [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Warranty on nonglass components does not apply to nonpainted hardware finishes other than the Pella Endura Hardware Collection.

## 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 [2] 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.

ALL WARRANTIES FOR THE PERFORMANCE OF PELLA 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 all risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Pella Products. **NEITHER PELLA NOR SELLER MAKES 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 systems, such as barrier wall systems, unless proper management of moisture within the wall system is incorporated within the design of the 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 Exterior Insulation and 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 EIFS. In the states listed above, the installation of Pella products in EIFS or similar 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 (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 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.
  - Products not properly finished (painted or stained) in a timely manner.
  - Installation inconsistent with Pella's installation instructions.
  - · Altered or reinstalled products.
  - Products used in nonvertical glazing applications which are not intended for such use.
  - Composites 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, excessive localized heat, high moisture environments, 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 and 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; or 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.
- 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 require 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.

#### NFRC standards.

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.

#### 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 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 going 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, the purchase price, the 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). Designer Series\* (installed after April 2005) identification number is located on the aluminum surface in the airspace between the glass panels.
- 4. A description of the product concerns (photos may be included).
- 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 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.

## IMPORTANT INFORMATION FOR ALL WARRANTY ELEMENTS.

The warranties detailed in this document are the only statements of the legal responsibility of Pella Corporation and any Seller of Pella products with respect to Covered Pella Products manufactured on or after October 1, 1996 (revised February 11, 2005), sold by an authorized Pella reseller and installed in the United States or Canada. No one is authorized to make any different or additional warranties.