



## PELLA® WINDOW AND DOOR INSTALLATION LIMITED WARRANTY AND SERVICE AGREEMENT

**IMPORTANT NOTICE: Read this entire Warranty and Service Agreement before the installation of Pella Corporation ("Pella") products pursuant to a Pella Sales Agreement. By agreeing to the installation of Pella products under a Sales Agreement, you are acknowledging that this Warranty and Service Agreement is part of the terms of sale.**

If you ("Buyer") entered into a Sales Agreement with a Pella Sales Branch ("Seller") for the sale and installation of Pella products into your existing home ("Covered Installation"), this Pella Installation Limited Warranty ("Installation Warranty") and Service Agreement ("Service Agreement") (collectively "Warranty and Service Agreement") applies.

This Installation Warranty does not apply to product defects. Product defects are covered under the applicable product warranties. Buyer should review the applicable Pella product warranties for warranty coverage and limitations applying to Buyer's Pella products. The Service Agreement may apply for limited purposes to product defects as more fully set forth below. This Warranty and Service Agreement does not extend to any non-Pella products installed by Seller. This Warranty and Service Agreement may apply to product finishes or finishing performed by Seller or Pella but only to the limited extent set forth below. Finish applied by Pella may be covered under the applicable product warranties. Moreover, if you selected the Seller finished products option in your Sales Agreement, your purchase may also be subject to a Finish Limited Warranty. Buyer can review current product and finish warranties at [pella.com/warranty](http://pella.com/warranty) or obtain copies from Seller. The proper finishing, care and maintenance of Pella products are important to assuring that Pella products will perform year after year. Please go to [pella.com/warranty](http://pella.com/warranty) for additional finishing, care and maintenance information.

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

**YOU and Pella and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Pella Products 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 PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by email to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line "Arbitration Opt Out" or by calling 877-473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [pella.com/arbitration](http://pella.com/arbitration) or email to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com) with the subject line: "Arbitration Details" or call 877-473-5527. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION). D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](http://PELLA.COM/ARBITRATION).

### **Installation Warranty.**

Seller makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. With the exception of Storm Doors, Seller warrants that all installation work performed as a part of a Covered Installation will be free of Installation Defects for a period of two (2) years from the date of substantial completion of the original installation. An "Installation Defect" is an error that significantly impairs the proper operation of a Pella product. If Seller is given Prompt Notice (as defined below) of an Installation 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 such Installation Defect (and provide replacement materials if Seller determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the defective unit(s) including the price of installation.

### **Service Agreement.**

Seller offers the following Service Agreement for Covered Installations, subject to the stated conditions and limitations. With the exception of the Pella products expressly identified in this paragraph, Seller agrees to service Pella products installed in your existing home for a charge as outlined in the paragraph below. Seller shall service Covered Installations where Buyer gives Prompt Notice (as defined below) of the need for service within eight (8) years from the date of the expiration of Installation Warranty as long as the need for service is due to an Installation Defect or Product Defect. A Product Defect is a defect that significantly impairs the proper operation and function of your Pella products and is covered under the applicable Pella product

warranty. Upon these conditions being met, Seller shall furnish labor to repair or replace the Pella® products subject to service. In lieu of repair or replacement, Seller may, at its sole option, choose to refund the original purchase price of the units that Seller determines is due service under the Service Agreement. This Service Agreement does not apply to Storm Doors, Wood Entry Doors (but glass seal failures in such doors are covered), electronic components, if any, Between-the-Glass Decorative Panel options (but shades and grilles in such options are covered for three [3] years as noted below), and Decorative Metal Accents and Wrought Iron options. Blinds or shades sealed between insulating glass and Vivid View® screens are subject to service for three (3) years rather than eight (8) years from the date of expiration of the Installation Warranty.

Seller shall service Pella product as set forth in this Service Agreement upon the upfront payment of \$75, which shall cover the diagnostic and any repair/replacement labor related to the first unit. Thereafter, a \$75 charge will apply to each additional unit repaired or replaced. "Unit" is defined as a separate window or door, and multiple windows manufactured or installed as one piece shall still be considered multiple units and counted based on the number of frames. This \$75 per-unit charge is subject to an annual increase from December 31, 2013, based upon the published Consumer Price Index rate.

#### **CONDITIONS AND LIMITATIONS APPLICABLE TO ALL COVERED INSTALLATIONS**

If Pella or Seller provided trim as part of the Covered Installation and such trim must be replaced under this Warranty and Service Agreement, Seller shall provide reasonably suitable trim but cannot assure it will match the original trim.

The extent of coverage with respect to finishes is limited as set forth in this paragraph. If the original product or component was finished by Pella or Seller and a replacement is required because of a Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty and Service Agreement, the product will be replaced with finish. If the finish was provided by someone other than Pella or Seller, the product or component replaced will not be finished and no coverage is provided by Pella or Seller for such finish. If a Pella product warranty responds to a defect in exterior finish of a product supplied as a part of a Covered Installation, this Service Agreement shall apply subject to its terms, conditions and limitations.

Even where Seller chooses to repair or replace product, the coverage afforded by this Warranty and Service Agreement does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including any carpentry work). Buyer is responsible for performing any finishing work to the home as a result of any warranty or servicing work, including carpentry or painting work. Replacement product and installation provided pursuant to this Warranty and Service Agreement shall be covered only for the remainder of the terms of this Warranty and Service Agreement.

#### **Transfer of Warranty and Service Agreement.**

This Warranty and Service Agreement is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred. All subsequent owners (also referred to as "you" or "Buyer") are subject to all conditions and limitations of this Warranty and Service Agreement to the same extent and in the same manner as the original Buyer. This Warranty and Service Agreement applies with equal force to multiple buyers, including spouses, and the term "Buyer" is both singular and plural as the case may be.

#### **Limitation of Warranty and Service Agreement.**

This Installation Warranty is the exclusive warranty for a Covered Installation. **NEITHER PELLA NOR SELLER MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OR SERVICE OF YOUR PELLA PRODUCTS.**

#### **Limitation of Liability.**

**THIS WARRANTY AND SERVICE AGREEMENT SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION AND SERVICE WORK. IN NO EVENT (INCLUDING WHERE SELLER HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL PELLA, SELLER OR INSTALLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, SERVICE OR USE OF ANY PELLA PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF SELLER, PELLA OR INSTALLER EXCEED THE PRICE PAID FOR THE PRODUCT AND INSTALLATION.**

#### **Limitation of Remedy.**

**THE EXCLUSIVE REMEDY OF THE BUYER, AND THE SOLE LIABILITY OF PELLA, SELLER AND INSTALLER 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, SERVICE OR USE OF A PELLA PRODUCT OR INSTALLATION SERVICE, SHALL BE, AT THE OPTION OF SELLER, REPAIR OF INSTALLATION DEFECT OR PRODUCT DEFECT OR RETURN OF THE ORIGINAL PURCHASE PRICE. IF PELLA OR SELLER PROVIDES ANY OF THE REMEDIES IDENTIFIED IN THE INSTALLATION WARRANTY ABOVE (I.E., REPAIR OR REFUND), THEN BUYER AGREES THAT THIS REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

#### **DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL COVERED INSTALLATIONS**

**Seller and Pella are not responsible for any loss or damage due to or make no warranty or service commitment as to:**

1. Loss or damage arising from exceeding the performance parameters for the Pella products set forth in product labeling or the *Pella Architectural Design Manual*.
2. Installations, repairs or modifications performed by anyone other than Seller or someone under the control or supervision of Seller.
3. Installation of non-Pella products.

4. Covered Installations or service that has not been paid for in full.
5. Installation or product failure, or loss due to:
  - Structural settlement or movement, vibration, excessive localized heat, high in-home humidity (condensation, frost and mold), high moisture environments or latent defects in home.
  - Water leakage not caused by installation performed by Seller.
  - Acts of God.
  - Salt spray, acid rain, or other corrosive elements.
  - Finish except as specifically described herein.
  - Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Seller's control).
  - Improperly installed security systems or damage caused by security systems
  - Failure to utilize proper maintenance or finishing practices.
  - Normal wear and tear.
  - Damage and/or discoloration to fabric shades, screens or blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if product is not being cycled (held in the raised position a portion of the time).
  - Damage and/or discoloration to between-the-glass decorative panel from sun exposure, abuse or age.
  - Any breaches, such as scratches, chips or abrasions, that have not been timely repaired.
  - Application of after-market window films to glass surfaces.
  - Insects, including grasshoppers (with the exception of coverage for termites).
  - Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
  - Minor variations in glass color.
  - Minor imperfections up to 1/4" along the edges of the Seacoast Exterior Paint.
  - Variations in wood grain, color, texture or natural characteristics.
  - Minor variations in Pella® Vivid View® screen mesh weave.

## **NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS**

### **Prompt Notice of Claim for Service.**

Seller shall have no obligation under this Installation Warranty for claims received after two (2) years and under this Service Agreement for calls for service after ten (10) years of the date of substantial completion of the original installation, and all suits commenced after this ten-year (10-year) time period shall be barred. Within the warranty and service periods, Buyer shall notify Seller in writing immediately, and in no case more than thirty (30) days, after any known or reasonably suspected "Installation Defect," "Product Defect" or need for service ("Prompt Notice") or other basis of a claim covered by this Warranty and Service Agreement is discovered or should have been discovered. Any claims or calls for service otherwise covered, but for which Seller did not receive notice within thirty (30) days from the time the problem became known, shall be barred.

### **Warranty and Service Agreement Claim Procedure.**

Claims and calls for service under this Warranty and Service Agreement should be made in writing to Seller identified in the 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 or by calling for service at 800-374-4758. 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, and the date and location of purchase, the name and other identifying information for Seller, and copies of the 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 or installation concerns (photos may be included); and
5. A brief summary of attempts made to address the concerns.

### **Entire Agreement.**

The signed Sales Agreement, this Warranty and Service Agreement, the Seller finish warranty if applicable and the Pella product warranties effective at the time of purchase constitute the entire agreement between Seller and Buyer (current Pella warranties are available at [pella.com/warranty](http://pella.com/warranty)). Buyer agrees there is no reliance on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Warranty and Service Agreement, the Sales Agreement, and any applicable product warranties. This Warranty and Service Agreement may only be modified upon Seller's written notice to Buyer and Buyer's consent to the proposed modification.