Pella® Entry Door System Limited Lifetime Warranty

Congratulations on choosing a Pella[®] Entry Door System to protect and beautify your home. These superior-quality entry door systems have been designed to give you years of low-maintenance comfort.

IMPORTANT NOTICE: Read this entire Pella Entry Door Systems 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.

<u>Limited Lifetime Warranties for Products Installed in Owner-Occupied Single</u> Family Homes

This Limited Lifetime Warranty applies only to Pella Entry Door System doors, door frames with the Pella AdvantagePlus[™] Protection System, sidelights and transoms ("Covered Products"). Pella makes the following exclusive express Limited Warranties for Pella Entry Door System products installed within the United States and Canada, subject to the stated limitations. This Limited Lifetime Warranty is not transferable.

Nonglass Materials and Workmanship – Nontransferable Limited Lifetime Warranty. Pella warrants to the original homeowner purchaser, for as long as the original purchaser owns the Covered Products as installed in its original door opening, that it shall, and at its sole option, (1) repair or replace defects in glass, material or workmanship that significantly impair the proper operation and function (with cost of labor being included within two years of the date of sale by Pella or its authorized dealers) or (2) refund the original purchase price. The Covered Products consist of the door and frame with the Pella AdvantagePlus protection system, sidelights and transom. The door consists of the panel and any applied glazing material used on the rims, bottom gasket and bottom sweep, (and astragals and flush bolts where applicable). The Pella AdvantagePlus protection system frame consists of the jambs - top and side, aluminum cladding, sill, corner seals and aluminum brick mould. Grilles or any other alterations not installed by Pella Corporation may void this warranty. Factory pre-finishing, paint, stain or any other finishes applied to the Entry Door material are covered under separate warranty and excluded from this warranty. Non-factory finishing is not warranted. This warranty is in force only when the above named parts are genuine Pella parts and Pella assembled. This Limited Lifetime Warranty on Non-Glass Components does not apply to hardware finishes.

Wood Frame (10) Year Limited Warranty. All Pella Entry Door wood frames are covered by a Transferable Ten (10) Year Limited Warranty. Pella warrants that Entry Door wood frames 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price.

Removable Wood Grilles, Door Hinges and Door-Frame Weatherstripping (10) Year Limited Warranty. All Pella Entry Door removable wood grilles, door hinges and door-frame weatherstripping are covered by a Transferable Ten (10) Year Limited Warranty. Pella warrants that these items 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price.

Non-Decorative Glass — Transferable Twenty (20) Year Limited Warranty. Pella warrants that the non-decorative glass in Pella Entry Door 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) replace or repair the glass (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); 2) refund the original purchase price. Covered Products installed in other than owner-occupied single-family homes are excluded from this Limited Warranty.

Decorative Glass — Transferable Ten (10) Year Limited Warranty. Pella warrants that the Decorative Glass in its Covered 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 years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price. Covered Products installed in other than owner-occupied single-family homes are excluded from this Limited Warranty.

Changes to Warranty Conditions Resulting from Change of Ownership or Occupancy.

If you transfer ownership of your single family home or cease to occupy your home, a transferable ten (10) year limited warranty on materials and workmanship replaces the Limited Lifetime Warranty on Pella's Entry Doors and Entry Door frames with the Pella AdvantagePlus Protection System. These transferable warranties run from the date the Covered Products are sold and therefore depending upon when you sell or cease to occupy your home, some or all of these warranties may have already expired. For example, if you sell your home twelve years after purchasing the Covered Products, the two ten (10) year transferable warranties will have expired and there would be eight (8) years remaining on the twenty (20) year non-decorative glass warranty. These transferable Limited Warranties automatically replace the Non-Transferable Limited Lifetime Warranty for Pella Entry Doors and Entry Door frames with the Pella AdvantagePlus Protection System upon your transfer of ownership of your single-family home or at such time as you cease to occupy your home.

Non-Glass Materials and Workmanship — Transferable Ten (10) Year Limited Warranty. Pella warrants that all non-glass components of its Covered Products shall be free of 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 product (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); or 2) refund the original purchase price. This Limited ten year warranty applies only to Covered Products installed in owner-occupied single family homes.

Limited Warranties For Products Installed In Multi-Residential And/Or Commercial Applications

This Limited Warranty applies only to Pella Entry Door System doors and Pella Entry Door System frames with the Pella AdvantagePlus Protection System installed in other than owner-occupied single-family homes, subject to the stated limitations.

Non-Glass Materials and Workmanship — One (1) Year Limited Warranty. Pella warrants that all non-glass components of its Pella Entry Door System doors and all Pella Entry Door System frames installed in non-owner-occupied or non-single-family homes (including all commercial buildings) shall be free of defects in non-glass material or workmanship that significantly impair their proper operation and function for one (1) year from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in non-glass materials or workmanship of a Pella Entry Door product occurring within one (1) year from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair the product; 2) replace the defective part(s) or product(s), for which the cost of installation, including any associated labor costs, shall be included within (1) year of the date of sale by Pella or its authorized dealers; or 3) refund the original purchase price. This Limited Warranty may be transferred.

Decorative and Non-Decorative Glass — **Five (5) Year Limited Warranty.** Pella warrants the glass in Pella Entry Door System doors installed in non-owner-occupied or non-single-family homes (including all commercial structures) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for five (5) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a glass defect occurring within five (5) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) replace or repair the glass (with cost of labor included only within two years of the date of sale by Pella or its authorized dealer); 2) refund the original purchase price. This Limited Warranty may be transferred.

CONDITIONS APPLICABLE TO ALL SALES AND 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 NON-COMPLIANCE. These warranties do not extend to the use of Covered Products 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 Pella Entry Door products. **NEITHER** PELLA NOR SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS LIMITED WARRANTY. This exclusion of implied warranties is not intended to extend to consumers, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you. These warranties give you specific legal rights, and you may have additional rights which vary from state to state.

Allocation of Risks of Pella Entry Door Systems 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 Entry Door products in accordance with Pella installation instructions; or the use of Pella Entry Door 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 Pella Entry Door 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 such risks related to building design and construction, or the maintenance, installation, and use of Pella Entry Door products shall be assumed by Buyer and/or User.

IMPORTANT NOTICE – Pella Entry Door products <u>should not</u> be used in barrier wall systems such as Exterior Insulation and Finish Systems (EIFS) 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 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.

<u>Limitation of Liability.</u> 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.

<u>Limitation of Remedy.</u> 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 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.

<u>Disclaimer – Pella is also not responsible for or makes no warranty as to:</u>

1) Product failure, loss or damage due to

- Improper storage, handling, installation, finishing, use, modification, or maintenance.
- Mechanical abrasion to finishes.
- Non factory applied finishes, applied sealants, or caulking.
- Structural settlement or movement, vibration, excessive localized heat, high moisture environments (including pools, hot tubs, and greenhouses), or water leakage.
- Normal wear from product usage or age, including normal wear and tear of weatherstrip.
- Discoloration or corrosion of hardware finish from product usage or age.
- Products [panel, moldings, light rims and frame] not properly finished within 30 days of installation.
- Acts of God
- Acid rain or other corrosive elements.
- Salt spray, including exposure to coastal weather conditions.
- 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.
- Non-Pella® products.
- Products that have not been paid for in full.
- Products with modifications that are not approved by Pella Corporation.
- Products subjected to conditions outside their design limitations.
- Improperly installed security systems.
- Damage to glass as a result of installation at elevations above 4,000 feet
- Discoloration or fading caused by Product's exposure to direct sun light.

2) Minor Imperfections in the Product such as

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision (such as textures, swirls and air bubbles).
- Minor variations in glass color.

• Minor imperfections in the panel and or frame graining or color.

3) Installation Contrary to Pella Installation Instructions such as

- Damage resulting in whole or in part from installation contrary to Pella's installation instructions.
- Altered or reinstalled products.
- Products used in non-vertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella's recommendations for mulling and combining windows.

NFRC Standards. Pella Entry Door products labeled with 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 Entry Door 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.

<u>Prompt Notice of Claim.</u> Buyer or User shall notify Pella immediately, but 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 forgoing warranties, but for which Pella did not receive notice within one (1) year from the time the problem first became known shall be barred.

<u>Limited Warranty Claim Procedure.</u> 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. 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, and the date and location of purchase, copies of invoices:
- 3. The Pella serial number: located on the insulating glass spacer.
- 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 Lifetime Warranty is not a statement of the useful life of any Pella Entry Door product.

Entire Warranty. With the exception of a writing signed by an authorized Pella representative, this Limited Warranty and all the terms contained herein constitutes the entire agreement between Pella/Seller and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, are 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.

<u>No Amendment except in Writing.</u> 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.