



## PELLA® INSYNCTIVE® PRODUCTS LIMITED WARRANTY

**IMPORTANT NOTICE:** Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty") before purchasing, installing or using Your Pella Insynctive Products ("Insynctive Products"). Before installing or using Your Insynctive Products, please read the Pella Insynctive Product Guide ("Product Guide") and Quick Start Guide for the product You purchased. These Guides are available on [Pella.com/Insynctive](http://Pella.com/Insynctive). Pella Corporation ("Pella") is not responsible for any loss or damage resulting from the use of Insynctive Products inconsistent with the instructions or information set forth in the Product Guide or Quick Start Guide. Refer to the Product Guide for the required care and maintenance of Your Insynctive Products. By purchasing, installing or using Your Insynctive Products, You are acknowledging that this Limited Warranty is part of the terms of sale.

### A. 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).

### B. Limitation of Liability and Disclaimer of Implied Warranties

This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF PELLA UNDER THIS LIMITED WARRANTY) SHALL PELLA, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY INSYNCTIVE PRODUCTS.** "Seller" is defined to include the party Your Insynctive Products were purchased from and the distributor of Your Insynctive 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 Insynctive Products and is the only warranty, written or oral, for Your Insynctive Products. **PELLA, ITS SUBSIDIARIES, AND THE SELLER MAKE NO 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 either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the products in question.

### C. Covered Parties and Products

This Limited Warranty applies to the original purchaser and all subsequent owners (original purchaser and subsequent owners referred to as "You" or "Your"). This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term "You" and "Your" is both singular and plural as the case may be. This Limited Warranty applies to Insynctive Products purchased on or after February 10, 2017, and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for Insynctive Products sold on or after February 10, 2017.

### D. Limited Warranties and Notice

**1) TRANSFERABLE TWO-YEAR (2-YEAR) LIMITED WARRANTY FOR PELLA INSYNCTIVE BRIDGE, STATUS INDICATOR, WINDOW AND DOOR SENSOR, REMOTE CONTROL, GARAGE DOOR SENSOR AND BLIND AND SHADE WALL CHARGER**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function

of Your Pella® Insynctive® Bridge, Status Indicator, Window and Door Sensor, Remote Control, Garage Door Sensor or Blind and Shade Wall Charger (2) years from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) provide a replacement product or component without charge (not included are the costs of labor for removal, installation and/or reinstallation of any product or component) or 2) refund the original purchase price for the defective product. If a disposable battery was supplied with the Insynctive Product, see the specific disposable battery Limited Warranty.

**2) TRANSFERABLE TWO-YEAR (2-YEAR) LIMITED WARRANTY FOR PELLA INSYNCTIVE INTEGRATED SENSOR**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your Pella Insynctive Integrated Sensor within two (2) years from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) provide a replacement product or component without charge (with cost of labor included only if the Insynctive Product was supplied factory-installed in a Pella window or door and only if Notice of Defect occurs within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price for the defective product. If a disposable battery was supplied with the Insynctive Product, see the specific disposable battery Limited Warranty.

**3) TRANSFERABLE NINETY-DAY (90-DAY) LIMITED WARRANTY FOR DISPOSABLE BATTERY SUPPLIED WITH INSYNCTIVE PRODUCTS**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your disposable battery supplied with Insynctive Products within ninety (90) days from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) provide a replacement battery or product without charge (not included are the costs of labor for removal, installation and/or reinstallation of any product or component) or 2) refund the original purchase price for the product containing the battery.

**4) TRANSFERABLE FIVE-YEAR (5-YEAR) LIMITED WARRANTY FOR PELLA BLINDS AND SHADES WITH INSYNCTIVE TECHNOLOGY**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your Pella Blinds and Shades with Insynctive Technology within five (5) years from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) repair or replace the defective product or component (with cost of labor included only if the Insynctive Product was supplied factory-installed in a Pella window or door and only if Notice of Defect occurs within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price for the defective product. For the rechargeable battery supplied with the Pella Blinds and Shades with Insynctive technology, see the specific rechargeable battery Limited Warranty.

**5) TRANSFERABLE ONE-YEAR (1-YEAR) LIMITED WARRANTY FOR RECHARGEABLE BATTERY SUPPLIED WITH PELLA BLINDS AND SHADES WITH INSYNCTIVE® TECHNOLOGY**

If Pella is given Notice of Defect in materials or workmanship that significantly impairs the proper operation and function of Your rechargeable battery supplied with Insynctive Products within one (1) year from the date of sale by Pella or its authorized dealer, Pella shall, at Pella's sole option: 1) provide a replacement battery or product without charge (not included are the costs of removal, installation and/or reinstallation of any product or component) or 2) refund the original purchase price for the product containing the battery.

**Notice of Defect**

You must notify Pella within the Limited Warranty period for the respective Insynctive product. Your notice must also be within ninety (90) days after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the respective Insynctive product or the 90 days from defect discovery shall be barred.

**E. Conditions Applicable to All Sales of Insynctive Products**

**Limitation of Remedy**

**YOUR EXCLUSIVE REMEDY, AND THE SOLE LIABILITY OF PELLA, 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 PELLA, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED IN THIS LIMITED WARRANTY. IN NO EVENT SHALL THE LIABILITY OF PELLA, ITS SUBSIDIARIES OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT.** Replacement product or component shall be a reasonably similar current product or component and may not exactly match the original. Even where Pella chooses to repair or replace product or component, the costs covered by this Limited Warranty do not include any labor or material costs associated with any damage or touch-up needed from removal or reinstallation of the space or property surrounding or adjacent to the repaired or replaced product or component. Replacement product or component provided pursuant to this Limited Warranty shall be subject to the applicable Insynctive Product Limited Warranty only for the remainder of the original warranty period on the product or component being replaced. If Pella or Seller provides any of the remedies identified in this Limited Warranty (i.e., repair, replacement of the product or component, or refund of the purchase price), then this limitation of remedy shall not have failed of its essential purpose.

## F. Disclaimer – What This Limited Warranty Does Not Cover

### **Pella is not responsible for and makes no warranty as to product failure, loss or damage due to:**

- Non-Pella® products connected with Insynctive® Products.
- Improper storage, handling, installation, use, modification or maintenance.
- Products with modifications or repairs that are not approved by Pella.
- Product exposed to excessive localized heat, high-moisture environments or water.
- Acts of God.
- Accident, misuse, abuse, alteration, improper handling, improper operation and/or improper cleaning.
- Products subjected to conditions outside product design limitations.
- Installation or use inconsistent with Pella's installation instructions, Product Guide or Quick Start Guide.

### **Pella is not responsible for and makes no warranty for:**

- Normal wear and tear.
- Normal wear, fading or discoloration from product usage, age or exposure to direct sunlight.
- Products that have not been paid for in full.
- Minor variations in product color.

## G. Miscellaneous Terms

### **Claim Procedure**

Claims may be made by writing to **Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219;** by calling the Customer Service Department at 855-473-5524; or by going to [Pella.com/Insynctive](http://Pella.com/Insynctive). Please refer to [Pella.com/Insynctive](http://Pella.com/Insynctive) 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 Pella products, but a warranty to repair, replace or refund as described by this Limited Warranty.

### **No Waiver**

Pella may, at 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 Pella'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 Pella.