

# PELLA WOOD WINDOW & WOOD PATIO DOOR LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty"), including Coverage Limitations and Disclaimers, before purchasing, installing or using Your Pella Wood Window or Pella Wood Patio Door ("Pella Wood Product"). Before installing or using Your Pella<sup>\*</sup> Wood Product, please read the Pella Wood Window and Patio Door Owner's Manual for the required care and maintenance of Your Pella Wood Product (Owner's Manuals available on pella.com). Pella Corporation is not responsible for any loss or damage resulting from the use of Your Pella Wood Product inconsistent with the instructions or information set forth in the Owner's Manual or Limited Warranty. By purchasing, installing or using Your Pella Wood Product, You are acknowledging that this Limited Warranty is part of the terms of sale. Para obtener esta Garantía Limitada en español, visite pella.com/warranty.

### A. 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 PELLA WOOD PRODUCT. "Seller" is defined to include the party Your Pella Wood Product was purchased from and the distributor of Your Pella Wood Product. 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 Pella Wood Product and is the only warranty, written or oral, for Your Pella Wood Product. **NEITHER PELLA, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, REGARDING YOUR PELLA WOOD PRODUCT, AND PELLA, 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 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.

### B. 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, 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 or email to 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. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA. COM/ARBITRATION.

### **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 Pella Wood 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 Pella Wood Products sold on or after February 10, 2017.

### D. Limited Warranties, Warranty Coverage Limitations, Transferability, Shipping Charges and Notice

#### **Limited Warranties**

If You provide Pella notice of a defect in materials or workmanship that significantly impairs the operation and function in Your Pella Wood Product within the timeframe specified in the tables below that starts from the date of sale by a Pella authorized dealer to the original purchaser, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within the timeframe defined for the "Labor Coverage") 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.

Owner-Occupied Single-Family Residence	Warranty for Original Purchaser	Transferability
Pella Wood Product – Basic Coverage (includes coverage for wood deterioration and exterior aluminum cladding paint crack or peel in nonseacoast <sup>1</sup> environments)	Limited Lifetime <sup>2</sup> Warranty	Nontransferable
Pella Wood Product – Nonlaminated Glass (IG) Coverage	Limited Lifetime <sup>2</sup> Warranty	Nontransferable
Pella Wood Product – Warranty Coverage Limitations	See Warranty Coverage Limitations	
Labor Coverage (for repair or replacement)	Two-Year (2-Year) Limited Warranty	Transferable

Commercial <sup>3</sup>	Warranty for Original Purchaser	Transferability
Pella Wood Product – Basic Coverage (includes coverage for wood deterioration and exterior aluminum cladding paint crack or peel in nonseacoast <sup>1</sup> environments)	Ten-Year (10-Year) Limited Warranty	Transferable
Pella Wood Product – Nonlaminated Glass (IG) Coverage	Twenty-Year (20-Year) year Limited Warranty	Nontransferable
Pella Wood Product – Warranty Coverage Limitations	See Warranty Coverage Limitations	
Labor Coverage (for repair or replacement)	Two-Year (2-Year) Limited Warranty	Transferable

#### Warranty Coverage Limitations (Applies to Both Owner-Occupied Single-Family Residence and Commercial<sup>3</sup>)

Pella Wood Product – General Warranty Coverage Limitations					
Features	Description	Warranty for Original Purchaser	Notes		
Hardware	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.		
Laminated Glass (includes Impact)	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.		
Screen or Blind or Shade	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.		
Interior Factory Finish	Crack or Peel or Chalk or Fade	Two-Year (2-Year) Limited Warranty, Transferable	Coverage for chalk is for excessive chalk <sup>4</sup> and fade is for excessive fade. <sup>5</sup>		
Pella Insynctive® Products	Pella Insynctive products are not covered by this Limited Warranty and are covered by the Pella Insynctive products Limited Warranty in effect at the time of purchase.				

Pella Wood Product – Aluminum Cladding Paint Finish Warranty Coverage Limitations						
Location of Pella Wood Product	Exterior Cladding Paint	Description	Warranty for Original Purchaser	Notes		
Nonseacoast <sup>1</sup> and Seacoast <sup>1</sup>	EnduraClad®	Chalk or Fade	Two-Year (2-Year) Limited Warranty,	Coverage is for excessive		
	Seacoast EnduraClad	Chalk or Fade	Transferable			
	EnduraClad Plus	Chalk or Fade	Twenty-Year (20-Year) Limited Warranty, Nontransferable	chalk <sup>4</sup> or excessive fade. <sup>5</sup>		
Seacoast <sup>1</sup>	EnduraClad	Corrosion or Crack or Peel	None	No coverage for EnduraClad		
	Seacoast EnduraClad	Corrosion or Crack or Peel	Ten-Year (10-Year) Limited Warranty,	Corrosion coverage is for excessive corrosion. <sup>6</sup>		
	EnduraClad Plus	Corrosion or Crack or Peel	Transferable			

<sup>1</sup> Seacoast is defined as within two (2) miles from a coastal seashore.

<sup>2</sup> Limited Lifetime is for as long as the original purchaser of the Pella Wood Product owns and occupies the home into which the Pella Wood Product is installed.

<sup>3</sup> Commercial is defined as other than Owner-Occupied Single-Family Residence. For example, Commercial includes a Nonowner-Occupied Single-Family Residence such as a rental property. <sup>4</sup> Excessive chalk is considered to be chalk in excess of a numerical rating of six (6) when measured in accordance with the standard procedures specified in ASTM D414-07 Method A. <sup>5</sup> Excessive fade is considered to be fade or change in color in excess of five (5) "delta 2" 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 Pella makes no warranty with respect to the uniformity of fading under such circumstances.

<sup>6</sup> Excessive corrosion is considered to be corrosion that is greater than 0.25" from a cut edge and greater than 0.25" in diameter.

### Transferability to Subsequent Owners<sup>7</sup> (Applies to Both Owner-Occupied Single-Family Residence and Commercial<sup>3</sup>)

For subsequent owners<sup>7</sup> (or at which time an original purchaser ceases to occupy a home into which Your Pella Wood Product is installed):

- the Nontransferable Limited Lifetime Warranty and the Nontransferable Twenty-Year (20-Year) Limited Warranty are automatically replaced with a Transferable Ten-Year (10-Year) Limited Warranty. The Ten-Year (10-Year) Limited Warranty period starts from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser.
- all Transferable Limited Warranty coverages are transferred to subsequent owners, and the timeframe of the respective warranty coverage (either two [2] years or ten [10] years) starts from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser.

For example, if a subsequent owner<sup>7</sup> has ownership of Your Pella Wood Product beyond ten (10) years from the date of sale of the Pella Wood Product to the original purchaser, there is no remaining warranty coverage for the subsequent owner<sup>7</sup>.

<sup>7</sup> Subsequent owner is defined as an owner of Pella Wood Product after the original purchaser.

### **Shipping Charges**

For two (2) years from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser, no shipping charges will be incurred by the consumer for a replacement product or component. After two (2) years from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser:

- a replacement product or component will be delivered to the closest Pella service location for pick up by the consumer at no charge for the consumer or
- if shipment direct to the consumer is requested, the consumer will pay for the shipping and handling charges.

### Notice of Defect

You must notify Pella within the Limited Warranty period for Your Pella Wood Product. 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 Pella Wood Product or the one (1) year from defect discovery shall be barred.

### E. Conditions Applicable to All Sales of Pella Wood Product

#### Limitation of Warranty

FAILURE TO COMPLY WITH PELLA 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 Pella Wood Product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling or in the *Pella Architectural Design Manual* or under conditions not reasonably foreseeable to, or beyond the control of, Pella. Purchaser and User assume all risk of any such use.

#### 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 Wood Product in accordance with Pella Installation Instructions; or the use of Pella Wood Product 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 Pella Wood Product, 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 Pella. All risks related to building design and construction, or the maintenance, installation and use of Pella Wood Product shall be assumed by Purchaser and/or User.

**IMPORTANT NOTICE:** Pella Wood Product **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, Pella makes **no warranty of any kind on, and assumes no responsibility for, Pella\* windows and doors installed in barrier wall systems. In the states listed above, the installation of Pella Wood Product in EIFS or similar barrier systems must be in accordance with Pella's instructions for that type of construction.** 

#### Limitation of Remedy

THE EXCLUSIVE REMEDY OF THE PURCHASER OR USER, 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 HEREIN. IN NO EVENT SHALL THE LIABILITY OF PELLA 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 Pella 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 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 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 Pella 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 Pella, misuse, abuse, alterations, improper handling, operation or cleaning.
- Repairs or modifications performed by anyone other than Pella (or one of its subcontractors).
- Application of after-market window films to glass surfaces.
- Mechanical abrasion to finishes.
- Nonfactory-applied finishes, applied sealants or caulking. Finishes applied by the local dealer/contractor and finishes of non-Pella products are not covered by this warranty.
- Damage caused by failing to finish the products in a timely manner to protect them from UV rays and the elements.
- Wood windows and doors with unfinished Mahogany exteriors: not being properly finished upon receipt, not refinished annually and/or finished prior to installation.
- 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.
- Interior prime finish.
- Finish failure or any other losses arising from defects in the existing structure.
- Salt spray (except to the extent modified by the Seacoast Exterior Paint Limited Warranty).
- Salt and other abrasive materials that have been allowed to build up on the Seacoast Exterior Paint finish or EnduraClad<sup>®</sup> Plus finish as well as any other damage which is a result of the failure to maintain the windows according to the maintenance instructions in the Pella Wood Window and Door Owner's Manual and/or failing to rinse the windows on a quarterly basis.
- Any breaches, such as scratches, chips or abrasions in the Seacoast Exterior Paint finish and EnduraClad Plus finish that have not been repaired immediately.
- Acid rain or other corrosive elements.
- Damage and/or discoloration to fabric shades and Slimshade<sup>®</sup> blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if fabric shade 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.
- Damage caused by high in-home humidity (condensation, frost and mold).
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation.
- Hardware finishes.
- Ripping, tearing or other damage not the fault of Pella to window screens associated with wear and tear through product use.
- Insects, including grasshoppers (with the exception of coverage for termites).
- 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.

### 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 wood grain, color, texture or natural characteristics.

### 3) Installation inconsistent with Pella installation instructions:

- Damage resulting in whole or in part from installation inconsistent with Pella's installation instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella's recommendations for mulling and combining Pella® 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 mulled and/or product combinations unless noted. Actual product results will vary and change over the product's life. For details, go to wdma.com.

### NFRC Standards

Pella<sup>®</sup> 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 mulled and/or product combinations unless noted. For details, go to NFRC.org.

#### Argon

For Pella products labeled as having Low-E insulating glass with argon, 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. 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.

#### **Claim Procedure**

Claims may be made by writing to **Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219**, by calling Customer Service Department at 877-473-5527, or by going to pella.com. Please refer to pella.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 Pella products, but a warranty to repair, replace or refund as described by this Limited Warranty.

#### No Waiver

Pella 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 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.

For the most up-to-date warranty information, see the complete warranties for Pella products on pella.com. Read the *Pella Wood Window and Patio Door Owner's Manual* for the required care and maintenance of Your Pella Wood Product. Pella Owner's Manuals are available on pella.com.