

**CONGRATULATIONS ON THE PURCHASE OF
YOUR NEW PELLA PRODUCTS AND PELLA
CERTIFIED CONTRACTOR WARRANTY.**

With proper installation, care and operation, your Pella windows and doors will provide years of enjoyment. Should any issues arise, please contact Pella Customer Service at 800-374-4758.

Contractor Company Name:

Homeowner Name:

Homeowner Signature:

Date:

Contractor Salesperson Name:

Contractor Salesperson Signature:

Date:

Pella Order Number:

Warranty not valid without Pella Homeowner Purchase report detailing products where warranty is applicable as provided by Contractor.



Want to learn more? Call us at 833-44-PELLA or visit pella.com



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Installation warranty offered exclusively by

**PLATINUM PELLA
CERTIFIED
CONTRACTOR®**



VALDICASS INC.
8920 W 47th St,
Brookfield, IL 60513



PELLA CERTIFIED CONTRACTOR WARRANTY

IMPORTANT NOTICE: Read this entire Pella Window and Door Installation Warranty ("Installation Warranty") before purchasing this Installation Warranty and before purchasing installation services for windows and doors manufactured by Pella Corporation ("Pella") and sold pursuant to a purchase agreement between you and a Platinum Pella Certified Contractor. Platinum Pella Certified Contractors are an independent third party, and not a subcontractor, employee, or agent of Pella Corporation or of any Pella Branded Distributor. By agreeing to the purchase and installation of Pella products under a sales agreement with a Platinum Pella Certified Contractor where an Installation Warranty is also purchased, you are acknowledging that this Warranty is part of the terms of sale. The Installation Warranty is a separate agreement from the Limited Warranty that comes with the purchase of Pella products. You are purchasing a separate Installation Warranty, for a separate and additional charge.

If you ("Buyer") entered into a purchase agreement with a Platinum Pella Certified Contractor ("Seller") for the sale and installation of Pella products into your home and you also purchased the Pella Window and Door Installation Warranty ("Covered Installation"), this Installation Warranty applies. This Installation Warranty is a contract between the Buyer, the Seller, and the Pella Branded Distributor. This Installation Warranty is not a contract between Buyer and Pella Corporation.

This Installation Warranty does not apply to the Pella Product itself; Pella Windows and Doors are covered under the applicable Pella Product limited written warranties. Buyer should review the applicable Pella product warranties for warranty coverage. Buyer can review current product and finish warranties at pella.com/warranty or obtain copies from Seller. This Installation Warranty does not extend to any installation services provided for non-Pella products installed by Seller.

Arbitration and Class Action Waiver ("Arbitration Agreement")

YOU, SELLER, ANY PELLA BRANDED DISTRIBUTOR, AND PELLA CORPORATION AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO INSTALLATION OF 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 INSTALLATION. You may opt out of this Arbitration Agreement by providing notice through the email address or phone number below no later than ninety (90) calendar days from the date You purchased this Installation Warranty. To opt out, You must send notice by email to pellawebsupport@pella.com , with the subject line "Installation Warranty Arbitration Opt Out" or by calling 877-473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable warranty. 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.

Installation Warranty

The following Installation Warranty terms apply for Covered Installations, subject to the stated conditions and limitations. An "Installation Error", as used in this Installation Warranty, is an error that significantly impairs the proper operation of a Pella product. With the exception of Storm Doors, if there is an Installation Error (from the installation work performed as a part of a Covered Installation) within ten (10) years from the date of substantial completion of the original installation, and if the Pella Branded Distributor is given Prompt Notice (as defined below) of an Installation Error within ten (10) years from the date of substantial completion of the original installation, the Pella Branded Distributor shall, at its sole option: 1) furnish labor to repair any such Installation Error (and provide replacement materials if the Pella Branded Distributor determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the impacted installation. Purchase price of installation to include installation of impacted window or door product only and does not include labor to install items such as trim and drywall.

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, The Pella Branded Distributor 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, the Pella Branded Distributor or Seller, and a replacement is required because of an Installation Error pursuant to this Installation Warranty, the product will be replaced

with substantially similar finish. If the finish was provided by someone other than Pella, the Pella Branded Distributor or Seller, the product or component replaced will not be finished and no warranty coverage or other reimbursement will be provided.

Even where the Pella Branded Distributor chooses to repair or replace product because of an Installation Error, the services afforded by this Installation Warranty do not include any labor or material associated with finishing exterior or interior space surrounding or adjacent to the repaired or replaced product (including drywall or 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 Installation Warranty shall be covered only for the remainder of the terms of this Installation Warranty.

Transfer of Warranty

This Installation Warranty is not transferrable to any subsequent owner of the home in which the Covered Installation occurred.

Limitation of Warranty and Disclaimer of Implied Warranties

This warranty only applies to Installation. Pella's written limited warranty(ies) are the sole and exclusive warranty(ies) for your Pella products, and are the only warranty(ies), written or oral, for Your Pella products. To find Your applicable warranty(ies) please visit pella.com/warranty.

NEITHER PELLA, ITS SUBSIDIARIES, NOR ANY PELLA BRANDED DISTRIBUTOR, NOR SELLER MAKE ANY OTHER OR ADDITIONAL WARRANTIES REGARDING THE INSTALLATION OF YOUR PELLA PRODUCTS; AND PELLA, ITS SUBSIDIARIES, ANY PELLA BRANDED DISTRIBUTOR, AND SELLER DISCLAIM OR EXCLUDE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. REGARDING THE INSTALLATION OF YOUR PELLA PRODUCTS.

Limitation of Liability

THIS INSTALLATION WARRANTY SETS FORTH THE MAXIMUM LIABILITY FOR THE INSTALLATION. IN NO EVENT (INCLUDING WHERE SELLER HAS NO PERFORMANCE OBLIGATIONS DUE TO THE OPERATION OF CONDITIONS OR LIMITATIONS) SHALL PELLA, ANY PELLA BRANDED DISTRIBUTOR, OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE INSTALLATION COVERED BY THIS INSTALLATION WARRANTY. IN NO EVENT SHALL THE LIABILITY OF PELLA, ANY PELLA BRANDED DISTRIBUTOR, OR SELLER EXCEED THE PRICE PAID FOR THE INSTALLATION.

Pella's written limited warranty(ies) contain similar limitations of liability regarding the sale and use of Pella products. To find Your applicable warranty(ies) please visit pella.com/warranty.

Limitation of Remedy

THE EXCLUSIVE REMEDY OF THE BUYER, AND THE SOLE LIABILITY OF ANY PELLA BRANDED DISTRIBUTOR, 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 INSTALLATION AND SERVICE WORK COVERED BY THIS INSTALLATION WARRANTY, SHALL BE, AT THE OPTION OF THE PELLA BRANDED DISTRIBUTOR, REPAIR OF THE INSTALLATION ERROR OR RETURN OF THE ORIGINAL PURCHASE PRICE OF THE AFFECTED UNIT(S) INCLUDING THE PRICE OF INSTALLATION. IF THE PELLA BRANDED DISTRIBUTOR OR SELLER PROVIDES ANY OF THE REMEDIES IDENTIFIED ABOVE (I.E., REPAIR OR REFUND), THEN BUYER AGREES THAT THIS REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Pella's written limited warranty(ies) contain similar limitations of remedy regarding the sale and use of Pella products. To find Your applicable warranty(ies) please visit pella.com/warranty.

DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL COVERED INSTALLATIONS

Pella, Seller, and any Pella Branded Distributor 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 the Seller, the Pella Branded Distributor or someone under the control or supervision of the 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 not caused by the Seller.

- 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
- Normal wear and tear
- Lack of routine maintenance - Maintenance information available in applicable Pella Owner's manual

NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS

Prompt Notice of Claim for Service.

The Pella Branded Distributor shall have no obligation under this Installation Warranty for claims received 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 a Pella Branded Distributor in writing immediately, and in no case more than thirty (30) days, after any known or reasonably suspected "Installation Defect," or need for service ("Prompt Notice") or other basis of a claim covered by this Installation Warranty is discovered or should have been discovered. Any claims or calls for service otherwise covered, but for which a Pella Branded Distributor did not receive notice within thirty (30) days from the time the problem became known, shall be barred.

Installation Warranty Claim Procedure.

Claims and calls for service under this Warranty should be made in writing to a Pella Branded Distributor. If a Pella Branded Distributor 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 a Pella Branded Distributor, 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 installation concerns (photos may be included); and
- 5. A brief summary of attempts made to address the concerns.

Entire Agreement.

The signed purchase agreement, this Installation Warranty, the Pella Branded Distributor finish warranty, if applicable, and the Pella product limited warranties effective at the time of purchase constitute the entire agreement between Seller and Buyer (current Pella limited warranties are available at 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 Installation Warranty, the Sales Agreement, and any applicable product warranties. This Installation Warranty may only be modified upon the Pella Branded Distributor's written notice to Buyer and Buyer's consent to the proposed modification.