



## Portella® Limited Warranty

This Limited Warranty by Portella Industries, LLC and Portella Corporation, LLC (referred to as Portella), applies to any window and door, unless stated in contract, and is effective from the date of shipment from the Portella factory ("Shipment Date"). This Limited Warranty is applicable to products sold in the United States and is fully transferable. During the first Two (2) years of the warranty period, Portella may either elect to repair or provide installation and parts at no cost.

Portella products are handcrafted and therefore, there will be variances in the design, finish and overall appearance. Some designs may necessitate slight variances to ensure structural integrity. Design elements may be modified dictated the by size of the door or window built by Portella. Imperfections, variations or discoloration are not considered to be a defect, but rather a normal process considered to be part of the charm and uniqueness of a custom fabricated steel product.

### Product

Portella warrants its steel doors and windows, to be free from defect in material and workmanship (excluding finish) for a period of

ARTISAN THERMALLY BROKEN SERIES: TWENTY (20) Years;

CLASSIC SERIES EXTERIOR: FIVE (5) Years;

STOREFRONT INTERIOR AND CLASSIC INTERIOR SERIES: FIVE (5) Years,

from the date of shipment from the Portella Factory ("Shipment Date") and will repair or replace any defective product or parts at the sole discretion of Portella.

Portella's obligation and Buyer's exclusive remedy in connection with the products shall be limited to repair or replacement by Portella, or credit for the invoice price of the non-conforming product, at Portella's discretion. Any claim under this Limited Warranty shall be made to Portella in writing within thirty (30) days of Purchaser's discovery of the claimed defect, or in the case of patent defects which are apparent at the time of delivery, within thirty (30) days of delivery, whichever is sooner. Purchaser's failure to notify Portella of the claimed defect as required herein shall bar Purchaser from enforcing this Limited Warranty. Notwithstanding the foregoing, Portella makes no warranty for: 1) defective material or workmanship if not supplied by Portella, 2) Portella's products if modified by others, or if such products are used in conjunction with products not supplied by Portella, or 3) defects due to improper installation or improper maintenance, including failure to: a) protect new work from moisture or excessive dryness and/or b) if applicable, failure to storage of products.

### Limited Glass Warranty

Portella's limited glass warranty applies to factory installed glass or glass installed by a representative of Portella, and warrants clear insulated glass units free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by seal failure which is due to defects in either material or workmanship for the period of 10 years (Cardinal Glass pass through warranty). The following are specifically excluded from warranty: Glass over 50 square feet, true bent glass or bullet resistant glass, notched glass, and glass with breather tubes. All glass and glass components are subject to the same warranties, limitations and exclusions that Portella Industries, LLC., receives from their suppliers. Glass carries manufacturers warranty. Cracked or broken glass after delivery and acceptance of product are excluded from warranty. This warranty does not apply to alleged defects resulting from: improper use or handling, excessive exposure to moisture, incompatible glazing materials, glass breakage, unauthorized application of any film to the glass surface, neglect of timely removal (not more than FOUR (4) months) of the factory applied construction protective glass surface coating, or any reason not related to defects in material or workmanship of the relevant product. Glass is to be inspected in the vertical position at 90 degrees with good light but not direct sunlight and 6' and 11' distance. Imperfections found on the interior side are allowed, if not visible at 6 feet from the glass. Imperfections found on the exterior side are allowed, if not visible at 11 feet from the glass. Once product is installed (or on the job site), it is Buyer responsibility to protect and maintain the product to ensure scratches, finish damage, glass damage and/or hardware damage does not occur. Imperfections in glass shall be in accordance of the ASTM Standards and glass supplier's inspection and replacement criteria (attached to this warranty).

## Finishes

Painted Marine Grade Finishes (Artisan and Classic series) are warranted for 10 years from defect from the “Shipment Date” from defects that go beyond normal fading, chalking and loss of adhesion. Painted Artisan Series are warranted for 10 years. Classic Exterior and Storefront/Classic Interior are warranted for 3 years from defect from the “Shipment Date” from defects that go beyond normal fading, chalking and loss of adhesion. No warranty will apply to natural variations in steel, patinas, textures or paint colors.

Patinas are a “Living Finish” which means they will change over time, touch, climate, etc. Depending on the varying conditions and the environment Patina Products are exposed to, Patina finishes can change color or have color variations, and it is the natural process that occurs with Patina Finishes, and as such we do not warranty any Patina Finish.

Any product installed within one (1) mile of a sea coast or has exposure to any salt environment will adhere to what is deemed normal for an ocean coastal environment. And as such any “Abnormal deterioration” or damage to the finish; such as peeling, flaking, or blistering beyond what is normal for a coastal environment falls under this category.

## Hardware & Non-Glass Components

Any hardware or non-glass components are warranted to be free from manufacturing defects for Two (2) Years or as **warranted by hardware manufacturer**. PVD (Physical Vapor Deposition) hardware is warranted in a coastal environment for Ten (10) Years. All other hardware finishes are not warranted in coastal environments. All hardware warranties must abide and comply with the actual hardware manufacturer’s written warranty and maintenance instructions as per our hardware suppliers. Any motorized or electric operator is provided with the same warranties, limitations and exclusions that Portella receives from its supplier(s).

## Warpage

Warps, bows & twists shall not be considered defects unless it is in excess of ¼” in the plane of the door. Doors in height of 8’ or higher ordered without multi-point hardware are not warranted against bow, twist or warp as they have not been performance certified.

## Moisture and Condensation

Any product installed without proper moisture management without an effective and approved drainage system, are not covered under the “Limited Warranty”

Condensation that appears on the surface of the glass is not a product defect, but is the result of excessive humidity. Frost, condensation, mold, mildew or fungus on product surfaces is not covered under the “Limited Warranty”.

Any product installed without proper moisture management and without an effective approved drainage system for your climate and region, are not covered under the this “Limited Warranty”.

## Exclusions

Damage, defects or problems that result outside Portella’s control are excluded from coverage of the “Limited Warranty”. Examples of exclusions without limitations are:

- Any Exterior Inswing door must have a proper overhang above it equal to ½ the actual height of the door protected
- Doors or screens over 8’ high
- Plated hardware finishes
- Glass over 50 square feet, true bent glass or bullet resistant glass, notched glass
- Product installed within 1 (one) miles of a sea coast or has exposure to any salt environment
- Any act of God
- Acid rain, salt spray, or any other corrosive element
- Non-standard or non-approved installation of product (including field mulls) to AAMA standards

- The use or application of any product that exceeds design standard
- Deficiencies in proper building design, construction or maintenance (including walls out of plumb, lack of door pans, and proper overhangs on inswing door units)
- Structural settlement or movement and/or vibration
- Any insulated glass installed above 5,000 feet in elevation without capillary tubes
- Installation near high-humidity environments such as pools, saunas, steam rooms, hot tubs, any area that does not have a proper water management or drainage system, etc.
- Misuse, mishandling, abuse, alteration by others, modification or neglect
- Failure to protect new work from moisture or excessive dryness
- Failure to properly store products
- Repairing any Portella product without prior authorization
- The use of razor blades, inappropriate cleaners or chemicals, caulking on Product
- Minor imperfections, normal wear & tear, cosmetic details, variation or discoloration in the metal and/or finish that do not affect the Product's structural integrity
- Subjecting Product to conditions outside of their design limitations
- Acts of war or terrorism or any civil unrest

The responsibility to comply with local or applicable building codes or standards, of all components, including the use of any Portella product, is the sole responsibility of the buyer, architect, contractor, installer or purchaser of product, and as such Portella is not responsible for any damage, problem, inappropriate construction or design, installation or the selection of products.

**PORTELLA MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND BUYER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR WARRANTY OF FITNESS FOR A PARTICULAR USE, AND ANY OTHER IMPLIED WARRANTIES.** Portella shall not be liable for consequential, indirect or incidental damages, not for any amount in excess of the manufacturer's price for the door involved, whether the claim is for breach of warranty or negligence.

#### **Limitation of Liability**

Portella's liability shall be expressly limited to the Limited Warranty set forth above. Portella's liability on any claims for loss or damage arising out of any contract or from the performance or breach of such contract or connected with the supplying of any products and/or materials, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such products. Portella shall not be liable, for "in and out" charges, or for special, consequential, incidental, liquidated or penal damages, including without limitation lost profits, use, delay costs, downtime, cost of capital, cost of substitute products, facilities, services, or attorneys' fees. If Portella furnished purchaser with advice concerning any products supplied hereunder, or any system in which any such products may be installed, the furnishing of such advice or assistance will not subject Portella to any liability. Portella's members, employees, officers, directors, shareholders and affiliates shall not be liable in connection for any work in connection with this Agreement. The foregoing limitation of liability shall survive notwithstanding the failure of the essential purpose of any limited remedy.

#### **Arbitration**

This Agreement, and the relationship of the parties, shall be governed in all respects by the substantive laws of the State of Texas (without giving effect to the law principles thereof). All claims, disputes and other matters in question or at issue between the parties arising out of or relating to this Warranty or the breach thereof, including, without limitation, any dispute or question concerning the scope of this arbitration clause, will be finally settled by binding arbitration in Austin, Texas administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

The parties agree that one arbitrator shall arbitrate all disputes. Notice of a demand for arbitration will be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made no later than the date when institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrator will be final, judgment may be entered upon it in any court having jurisdiction thereof. The award will not be subject to vacation, modification or appeal, except to the extent permitted in Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply.

Each of the parties submits to the jurisdiction of, and consents to venue in, the Superior or State Court of Travis County, Texas for purposes of the entry of any judgment arising out of the award of the arbitrator. All costs and expenses of each of the parties with respect to the arbitration (including reasonable attorneys' fees) and the expenses of the arbitrator shall be paid by the party against whom a determination by the arbitrator is made or, in the absence of a determination against one party, as such arbitrator directs.

The arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Warranty, and in no event shall the arbitrator have the authority to make any award that provides for punitive damages, exemplary damages, consequential damages or other damages not measured by the prevailing party's actual damages. The award of the arbitrator shall be in writing, signed by the arbitrator, signed by the arbitrator and accompanied by a reasoned opinion, which includes a statement regarding the reasons for the disposition of any claim and a breakdown as to specific claims.

Except as may be required by law (provided prompt written notice is given sufficient to provide the applicable party a reasonable opportunity to protect its interests), neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder during the pendency of such arbitration or during the five (5) year period after the date of the award related thereto, without the prior written consent of parties.

**DISCLAIMER OF IMPLIED WARRANTY**

**Re: Limited Warranty on Door Units with Low Profile Sills or Doors without Sills.**

Low Threshold Sills or Doors without Sills may limit the product's intended performance, and as such Portella Steel Doors & Windows provides the following Limited Warranty. This Limited Warranty is specific only to the products listed below.

Proper care must be taken by the purchaser with respect to the installation, application and/or use of these products to limit exposure of these products to situations where water and/or air penetration may be a factor.

Any Portella Steel Door with a Low Threshold Sill or any Portella Steel Door without a Sill will be limited to the following:

There shall be no warranty pertaining to structural performance or water/air penetration under any conditions. Multipoint shoot bolt hardware required on French Doors shall have NO warranty relating to hardware performance.

The use and application of this product shall be the sole responsibility of the purchaser and/or owner and as such Portella Steel Doors & Windows is relieved of any responsibility and liability.

By signing this disclaimer, the owner acknowledges that they fully understand the provisions as expressed in this warranty waiver as stated above. In signing this disclaimer, the property owner also agrees to do the same in respect of any subsequent party purchasing the property. This Disclaimer of Implied Warranty supersedes any other warranty, express or implied, from Portella Steel Doors & Windows. This disclaimer shall be binding upon the undersigned and their respective successors and assigns. Signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Authorized by Portella: \_\_\_\_\_

Purchase Order # \_\_\_\_\_ Sales Order # \_\_\_\_\_

Owner (PRINT): \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_