



Portella[®] Limited Warranty

This Limited Non-Transferable Warranty by Portella Industries, LLC and Portella Corporation, LLC (referred to as Portella) applies to any window and door, unless stated in the 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. 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. Portella Custom Paint Finishes (Pewter, Antique Bronze, Rustic Copper, and Patina) are a handmade apply, and variances can be present and visible on the product. This is not considered a defect, and claims will not be processed as a warranty. Some designs may necessitate slight variances to ensure structural integrity. Design elements may be modified by the 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.

ALL PRODUCTS MUST BE INSPECTED OF GLASS, PAINT DEFECTS, AND FUNCTIONING ISSUES MUST BE MADE WITHIN THE FIRST 30 DAYS OF RECEIPT OF GOODS.

FAILURE TO COMPLY WITH THE REQUIRED PERIODIC MAINTENANCE AND FAILURE TO KEEP AND SEND RECORDS TO THE MANUFACTURER QUARTERLY FOR COSTAL PRODUCTS AND EVERY YEAR FOR NON-COASTAL PRODUCTS WILL NULLIFY THIS WARRANTY.

Product

Portella warrants its steel doors and windows product is free from material defects warranty items below and workmanship

ARTISAN THERMALLY BROKEN SERIES: MATERIAL: TWENTY (20) Years on material free from factory defect on steel structure due to workmanship defects. GLASS: TEN (10) Years on glass seal failure and condensation between the panes. Sweating on interior glass due to varying temperature and humidity conditions within the dwelling is not consider a defect. Limited Warranty Applies for other types of glass. PAINT: FIVE (5) Years on Paint Finish free from cracking, pealing, or splitting (not fade factor) Coastal Projects: 5 Years warranty when upgrade finish process is purchased at the time of order placement. All projects within a 1 mile from the coast are not warranty for corrosion if customer fails to perform a monthly inspection and cleaning of all in accordance to the homeowner's maintenance. Portella Steel Doors and Windows recommends quarterly inspections and maintenance. Salt and other corrosive or abrasive substances must not be allowed to build up on the exterior or interior of the windows, doors, and components. These periodically inspections and product maintenance are not part or covered under Portella product warranty.

HARDWARE: Hardware Manufacture Warranty Applies.

CLASSIC SERIES EXTERIOR & INTERIOR:

MATERIAL: TEN (10) Years on material free from defect.

GLASS: TEN (10) Years on glass seal failure and condensation between the panes. Sweating on interior glass due to varying temperature and humidity conditions within the dwelling is not consider a defect. Limited Warranty Applies for other types of glass.

PAINT: FIVE (5) Years on Paint Finish free from cracking, pealing, or splitting (not fade factor). Coastal Projects: 5 Years warranty when upgrade finish process is purchased at the time of order placement. All projects within a 1 mile from the coast are not warranty for corrosion if customer fails to perform a monthly inspection and cleaning of all in accordance with the homeowner's maintenance. Portella Steel Doors and Windows recommends quarterly inspections and maintenance. Salt and other corrosive or abrasive substances must not be allowed to build up on the exterior or interior of the windows, doors, and components. These periodically inspections and product maintenance are not part or covered under Portella product warranty.

HARDWARE: Hardware Manufacture Warranty Applies.

STOREFRONT EXTERIOR:

MATERIAL: FIVE (5) Years on material free from defect.

GLASS: TEN (10) Years on glass seal failure and condensation between the panes. Sweating on interior glass due to varying temperature and humidity conditions within the dwelling is not consider a defect. Limited Warranty Applies for other types of glass.

PAINT: FIVE (5) Years on Paint Finish free from cracking, pealing, or splitting (not fade factor). Coastal Projects: 5 Years warranty when upgrade finish process is purchased at the time of order placement. All projects within a 1 mile from the coast are not warranty for corrosion if customer fails to perform a monthly inspection and cleaning of all in accordance with the homeowner's maintenance. Portella Steel Doors and Windows recommends quarterly inspections and maintenance. Salt and other corrosive or abrasive substances must not be allowed to build up on the exterior or interior of the windows, doors, and components. These periodically inspections and product maintenance are not part or covered under Portella product warranty.

HARDWARE: Hardware Manufacture Warranty Applies.

Warranty applies 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 IG, 5 years Laminated Glass and Specialty Glass Manufacture warranty applies, (Manufacturer Glass pass through warranty). The following are specifically excluded from warranty: Any modified glass with film added by others, true bent glass, or bullet resistant glass. All glass and glass components are subject to the same warranties, limitations, and exclusions that Portella Industries, LLC., receives from their suppliers. Glass carries manufacturer's 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. 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 with the ASTM Standards and glass supplier's inspection and replacement criteria (attached to this warranty).

Remedy Warranty Labor

All claims under this Limited Warranty must be submitted in writing by an Authorized Dealer or by Contacting Portella Corporate office. Warranty claims for the Product and Material will be handle by Portella Customer Service Department. Portella will have 15 Business Days to assess the claim and work that needs to be perform. (1. Repair defective product, 2. Provide replacement parts or product) Replacement materials do not extend the time of the original warranty. Labor or any expenses related to replace or repair product (Glass two years Hardware one year) Date of delivery are not covered under this warranty fee for labor will be apply.

Not covered under Portella's Limited Warranty:

- Improperly installed products
- Damaged caused by attempts to repair the product, or by any circumstance beyond our control, including but not limited to damage caused by misuse, abuse, accident, mishandling or acts of nature.
- Modification to the product from its original design
- Wear and tear with weather-stripping (Manufacture Warranty Applies for Wear)
- Corrosion due to improper maintenance and or refinishing
- Routine product maintenance
- Product Sheen and paint discoloration
- Lockset hardware (contact the hardware manufacturer for product warranty and maintenance information)
- Loss of gloss retention due to exposure to sunlight and elements (this is not considered a defect and will occur over a period).
- Normal wear and tear.

Warpage

Warps, bows & twists shall not be considered defects unless it is in excess of 1/4" 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".

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, 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.

Purchaser:		-	
Address:			
Signed:			
Authorized by Portella:			
Purchase Order #	Sales Order #		
Owner (PRINT):			

Flat Glass Inspection Criteria per ASTM C 1036 – 06 (abridged)¹

Terminology:

crush, —lightly pitted condition with a dull gray appearance.

<u>dig</u>, —deep, short scratch

dirt, ---small particle of foreign matter embedded in the surface of flat glass.

gaseous inclusion, -round or elongated bubble in the glass.

linear blemish, ---scratches, rubs, digs, and other similar imperfections.

point blemish, ---crush, knots, dirt, stones, gaseous inclusions, and other similar imperfections.

<u>rub</u>, —abrasion of a glass surface producing a frosted appearance.

<u>scratch</u>, —damage on a glass surface in the form of a line caused by the movement of an object across and in contact with the glasssurface.

Inspection:

Visual inspection should be done

with the naked eye. The inspector

shall place the glass in a vertical

position Inspector shall view

through the glass at an angle of

90°

Lighting should be daylight level (without direct sunlight) orother uniform backlight that simulates daylight.

View at the distance specified by defect type.

Quality Criteria: Allowable Point Blemish, (viewing distance 39")

Blemish size <1.2mm (0.05") allowed without restriction.

Blemish size >1.2mm (0.05") <2.0mm (0.10") allowed with a minimum

separation of 600mm (24"). Blemish size >2.0mm (0.10") none allowed.

To determine point blemish size, measure height and width of blemish and average. Only the point blemish is to be measured, and not any distortion that may be present.

Allowable Linear Blemish, (viewing distance starting at 160")

Faint or light scratch <75mm (3") allowed.

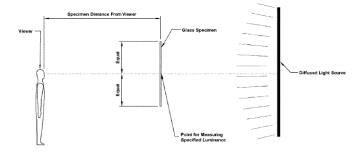
Medium scratch \leq 75 (3") allowed with a minimum

separation of 600mm (24")Medium or heavy scratch

>75mm (3") are not allowed

To determine scratch intensity, start at 160" and move closer until scratch becomes visible, (refer to table).

	Detection Distance	Blemish Intensity
	Over 3.3 m (132 in.)	Heavy
	3.3 to 1.01 m (132 to 40 in.)	Medium
	1 to 0.2 m (39 to 8 in.)	Light
_	Less than 0.2 m (8 in.)	Faint



Coated Vision Glass Inspection Criteria per ASTM C 1376 – 03 (abridged)¹

Terminology:

coating rub—a surface abrasion of appreciable width that has partial, or complete, removal of the coating producing a hazyappearance.

coating scratch—partial, or complete, removal of the coating along a thin straight or curved line.

<u>corrosion</u>—change in the color or level of reflected or transmitted light over all or part of the glass surface as a result of degradation of the coating from external sources.

crazing—a random conglomeration of fine lines or

cracks in the coating.mark/contaminant-a deposit

of foreign material on the glass surface. *pinhole*—

small area in which the coating is entirely or partially

absent.

Inspection:

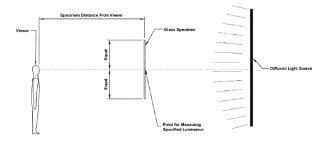
Visual inspection should be done with the naked eye.

The inspector shall place the glass in a vertical position with

light in transmission. Inspector shall view through the glass at

an angle of 90° from a distance of 10 ft.

Lighting should be daylight level (without direct sunlight) or other uniform backlight that simulates daylight.



If a defect is readily apparent under these conditions apply the following criteria.

Blemish ^{B,C}	Central Area, in. (mm) ^D	Outer Area, in. (mm) ^D
Pinhole	1∕16(1.6) max	¥₃₂(2.4) max
Spot	1⁄16(1.6) max	∛₃₂(2.4) max
Coating scratch	2 (50) max length	3 (75) max length
Mark/contaminant	2 (50) max length	3 (75) max length
Coating rub	none allowed	length plus width not to exceed ¾ (19)
Crazing	none allowed	none allowed
Corrosion	none allowed	none allowed

The central area is considered to form a square or rectangle defined by the center 80 % of the length and 80 % of the widthdimensions centered on a lite of glass. The remaining area is considered the outer area.

All listed criteria are based on ASTM C 1376 - 03, specifications for cut size vision glass.

Laminated Glass Inspection Criteria per ASTM C 1172 – 03 (abridged)¹

Terminology:

blow-in—a separation of glass and interlayer at or close to the laminate edge caused by penetration of the autoclaving medium into the edge duringmanufacturing.

boil (bubble)—a gas pocket in the interlayer material or between the glass and interlayer.

covered edge—the perimetric area of the laminate covered by the channel or sash when installed.

delamination — a condition in which one or two of the lites of glass loses the bond between the glass lite and the interlayer.

discoloration — a visibly noticeable color change (from original) in the appearance of a material.

edge boil—See boil (bubble).

exposed edge the perimetric area of the laminate exposed to the

environment after installation. *fuse*—a glass particle or crystalline material

that is permanently bonded to a surface of a lite. *hair*—a slender, pigmented

filament from human or animal epidermis or other thread-like filament. inside

lint—short fibers of yarn or fabric trapped within the laminate.

scuff—See streak.

separation — an area of the laminate that has become delaminated (see delamination).

short interlayer —a condition of the laminate in which the interlayer does not extend to the edge.

streak—a noticeably visible deviation on or in the laminating unit.

Inspection:

For inspection of individual glass lites refer to

ASTM C 1036-06 Coating related defects

should be evaluated per ASTM C 1376-03.

Visual inspection should be done with the

naked eye.

The inspector shall place the glass

in a vertical position Inspector

shall view through the glass at an

angle of 90°

Lighting should be daylight level (without direct sunlight) or other uniform backlight that simulates daylight.

Quality Criteria:

- **1.** Determine approximate lite surface area (ft²).
- 2. Determine defect location central or outer viewing area. (The central area is considered to form a square or rectangle defined by the center 80

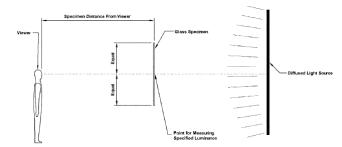
% of the length and 80 % of the width dimensions centered on a lite of glass. The remaining area is considered the outer area)

3. Evaluate defect according to the following table.

 $^{\circ}$ CE = =covered edge of glass edge bite and EE = exposed edge. (If CE or EE is unknown use CE tolerance.)

Disprich	Up to 2	25 ft ² (2.5 m ²)	25 to 75 ft	² (2.5 to 7.0 m ²)	Over 75 ft ² (7.0 m ²⁾		
Blemish	Central ^A	Outer ^A	Central ^A	Outer ^A	Central ^A	Outer ^A	
Boil (Bubbles)	½ (1.6)	¥32 (2.4)	1/a (3.2)	¥16 (4.8)	1/4 (6.4)	1/4 (6.4)	
Blow-in; edge boil	в	CE 1/4 (6.4)	B	CE 1/4 (6.4)	в	CE ≸⁄16 (8.0)	
, 2		EE 1/32 (0.8) ^C		EE 1/16 (1.6) ^C		EE 3/32 (2.3) ^C	
Fuse	1/32 (0.8)	1/16 (1.6)	1/16 (1.6)	3∕32 (2.4)	3∕32 (2.4)	5/32 (4.0)	
Hair, lint (single strand)	light intensity ^D	medium intensity ^E	light intensity ^D	medium intensity [∉]	medium intensity ^e	[€] medium intensity [∉]	
Inside dirt (dirt spot)	1/16 (1.6)	¥32 (2.4)	₹32 (2.4)	≸⁄32 (4.0)	1/a (3.2)	∛1ε (4.8)	
Lint-areas of concentrated lint	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	
Separation, discoloration	none	none	none	none	none	none	
Short interlayer; unlaminated area chip	в	CE 1/4 (6.4)	в	CE 1/4 (6.4)	в	CE 1/4 (6.4)	
		EE 1/16 (1.6)C		EE 3/32 (2.4) ^C		EE 1/8 (3.2) ^C	
Scuff: streak	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	light intensity ^D	

To establish light and medium intensity for a specific defect, view starting at 11 ft. moving forward down to 36".



Light intensity – Barely noticeable at 36"

Heat treated Glass Inspection Criteria per ASTM C 1048 – 04 (abridged)¹

Terminology:

bow/warp, ---Curvature across the entire

dimension(s) of the lite crush, -lightly

pitted condition with a dull gray appearance.

<u>*dig*</u>, —deep, short scratch

<u>dirt</u>, —small particle of foreign matter embedded in the surface of flat glass.

<u>distortion</u>, —Thermally tempered and heat-strengthened glass is made by heating glass in a furnace, the original flatness of the glass is slightly modified by the heat treatment, causing reflected images to be distorted.

gaseous inclusion, -round or elongated bubble in the glass.

linear blemish, —scratches, rubs, digs, and other similar imperfections.

point blemish, --crush, knots, dirt, stones, gaseous inclusions, and other similar imperfections.

<u>rub</u>, —abrasion of a glass surface producing a frosted appearance.

<u>scratch</u>, —damage on a glass surface in the form of a line caused by the movement of an object across and in contact with the glass surface.

<u>strain pattern</u>, —In heat-strengthened and fully tempered glass, a strain pattern, which is not normally visible, may become visibleunder certain light conditions.

Inspection:

Linear and point blemishes in glass should be evaluated per

ASTM C 1036 - 06. Coating related defects should be

evaluated per ASTM C 1376-03.

Strain pattern, this is considered a normal part of the heat treating process and is not

considered a defect. Distortion, at this time no industry quality standards exist.

Bow and warp, see below.

Quality Criteria:

Maximum Allowed Bow and Warp

Vertical Method:

Place glass in a vertical position with

glass resting on blocks.Place a straight

edge across the concave surface.

Measure widest gap with a fine scale ruler.

Refer to table for to determine maximum allowable bow\warp.

Table: Maximum Allowed Bow and Warp

		Edge Dimension, cm (in.)										
	0-50 (0-20)	>50-90 (>20-35)	>90-120 (>35-47)	>120–150 (>47–59)	>150-180 (>59-71)	>180–210 (>71–83)		>240-270 (>94-106)			>330-370 (>130-146)	
Glass Thickness, mm (in.)		Maximum Bow and Warp, mm (in.)										
3 (1%) 3 (1%) Alternate Method ⁴	3.0 (0.12) 2.0 (0.08)	4.0 (0.16) 2.0 (0.08)	5.0 (0.20) 2.0 (0.08)	7.0 (0.28) 3.0 (0.12)	9.0 (0.35) 5.0 (0.20)			17.0 (0.67) 8.0 (0.31)				
4 (5%2)	3.0 (0.12)	4.0 (0.16)	5.0 (0.20)	7.0 (0.28)	9.0 (0.35)	12.0 (0.47)	14.0 (0.55)	17.0 (0.67)	19.0 (0.75)		
5 (%ie)	3.0 (0.12)	4.0 (0.16)	5.0 (0.20)	7.0 (0.28)	9.0 (0.35)	12.0 (0.47)	14.0 (0.55)	17.0 (0.67)	19.0 (0.75)		
6 (1/4)	2.0 (0.08)	3.0 (0.12)	4.0 (0.16)	5.0 (0.20)	7.0 (0.28)	9.0 (0.35)	12.0 (0.47)	14.0 (0.55)	17.0 (0.67)	19.0 (0.75)	21.0 (0.83)	24.0 (0.94)
8 (%is)	2.0 (0.08)	2.0(0.08)	3.0 (0.12)	4.0 (0.16)	5.0 (0.20)	6.0 (0.24)	8.0 (0.31)	10.0 (0.39)	13.0 (0.51)	15.0 (0.59)	18.0 (0.71)	20.0 (0.79)
10 (%)	2.0 (0.08)	2.0 (0.08)	2.0 (0.08)	4.0 (0.16)	5.0 (0.20)	6.0 (0.24)	7.0 (0.28)	9.0 (0.35)	12.0 (0.47)	14.0 (0.55)	17.0 (0.67)	19.0 (0.75)
12-22 (1/12 -7/6)	1.0 (0.04)	2.0 (0.08)	2.0 (0.08)	2.0 (0.08)	4.0 (0.16)	5.0 (0.20)	5.0 (0.20)	7.0 (0.28)	10.0 (0.39)) 12.0 (0.47)	14.0 (0.55)	17.0 (0.67)