



## ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

As used in this Arbitration Agreement, the terms listed below shall have the following meanings with such definitions applicable to both the singular and plural use of the terms.

- **"You"** and **"Your"** shall mean any purchaser of CWS Products, including multiple purchasers such as spouses, and anyone taking ownership or other interest in the CWS Products.
- **"CWS"** shall mean Custom Window Systems, Inc.
- **"Disputes"**, with the exception of disputes relating to the enforcement or validity of any intellectual property rights, shall mean all disputes arising out of or relating to Your CWS Products, including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of Your CWS Products.
- **"CWS Goods"** shall mean all CWS or CWS branded products or both acquired by You on or after February 10, 2017.
- **"CWS Services"** shall mean all services provided to You or previous owner by CWS or a CWS Branded Distributor, including, but not limited to, the installation and servicing of Your CWS Goods, on or after February 10, 2017.
- **"CWS Products"** shall mean "CWS Services" or "CWS Goods" or both where applicable.
- **"CWS Branded Distributor"** shall mean, where applicable, the dedicated and CWS branded distributor that sold and/or provides service for Your CWS Products.
- **"Class Action"** shall mean any legal proceeding, including a lawsuit or arbitration, in which one or more persons prosecute one or more claims on behalf of a larger group of persons.
- **"AAA"** shall mean the American Arbitration Association.
- **"ICDR"** shall mean the International Centre for Dispute Resolution.
- **"Arbitration"** or **"Arbitrate"** shall mean a final and binding dispute resolution process. For arbitrations commenced in the United States, the dispute resolution process shall be administered by the AAA pursuant to the terms of this Arbitration Agreement and the Federal Arbitration Act. For arbitrations commenced in Canada, the dispute resolution process shall be administered by the ICDR under the Canadian Arbitration Rules and subject to the laws of the applicable province.

**YOU** and CWS and its subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR CWS PRODUCTS AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your CWS Products were purchased directly or indirectly from a CWS Branded Distributor, You and the CWS Branded Distributor agree to Arbitrate Disputes and waive the right to have a court or jury decide Disputes. By agreeing to resolve Disputes pursuant to this Arbitration Agreement, **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 CWS PRODUCTS.** You also waive all rights to arbitrate or litigate Disputes brought in a purported representative capacity or other consolidated basis on behalf of the following: the general public (such as a private attorney general), other homeowners, building owners or purchasers of CWS Products, or other persons similarly situated. The prohibition on proceeding as a member or representative in a Class Action shall apply notwithstanding any rules now or in the future to the contrary promulgated by the AAA or ICDR. This Arbitration Agreement does not preclude You from filing and pursuing

Disputes in small claims court in Your state, municipality or province, so long as Your Disputes are pending with respect to Your claims only in that court and only on Your behalf.

You may opt out of this Arbitration Agreement by providing notice to CWS no later than ninety (90) calendar days from the date You purchased or otherwise took ownership or other interest in Your CWS Goods. To opt out, You must send notice by email to sales@CWS.cc, with the subject line: "Arbitration Opt-Out" or by calling 800-327-3086. Please provide to the best of Your ability in Your opt-out email or phone message the following information: (1) Your name and address; (2) the date on which You purchased or took ownership of Your CWS Goods; and (3) from whom the CWS Goods were purchased. These two specified ways for giving notice are the only effective ways for You to opt out of this Arbitration Agreement. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your CWS Products.

If You are dissatisfied with our products or service, or otherwise have questions or concerns regarding Your CWS Products, please contact CWS Customer Service by calling 800-327-3086 or by mail at CWS Inc., Custom Care Center, 1900 SW 44<sup>th</sup> Ave., Ocala, FL 34474. If CWS Customer Service is unable to resolve Your concerns, as part of Your agreement to Arbitrate on an individual basis, we provide You, at Your option, a free facilitation program. As part of the facilitation program, we will assign someone within CWS who is not directly involved in the matter to attempt to facilitate a voluntary resolution between You and CWS. This facilitation program is entirely voluntary and You are not required to participate in order to initiate an Arbitration.

If You would like to learn more about Arbitration or intend to commence an Arbitration in the United States, the AAA information can be located at [adr.org](http://adr.org). If you would like to learn more about Arbitration or intend to commence an Arbitration in Canada, the ICDR information can be located at [icdr.org](http://icdr.org). Any Arbitration between us shall be commenced with and administered by the AAA (or the ICDR where applicable) according to its AAA Commercial Arbitration Rules, including, where applicable, its Consumer Arbitration Rules (or the ICDR Canadian Arbitration Rules where applicable) in effect at the time You purchased or took ownership of Your CWS Products, as modified by this Arbitration Agreement. With the exception of the prohibition on Class Arbitration, the arbitrator shall have the authority to determine the validity and scope of this Arbitration Agreement, including challenges to its enforcement. As part of the Arbitration process, You agree to allow CWS to inspect Your CWS Products and the premises in which Your CWS Products were installed.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, or where appropriate, applicable Canadian law. If the Class Action waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be null and void. In all other respects it shall remain in full force and effect notwithstanding the invalidation or unenforceability of a term or provision.