

ARBITRATION PROVISIONS

I. Windsor Windows Disputes: Arbitration Agreement

ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS ("ARBITRATION AGREEMENT")

IMPORTANT NOTICE: Read the entire arbitration agreement and jury-trial and class-action waivers (collectively, the "Arbitration Agreement") before purchasing, installing, or using Windsor Products. By purchasing, installing, or using Windsor Products without opting out as provided below, you accept the terms and conditions in this Arbitration Agreement.

1. Definitions: As used in this Arbitration Agreement, the terms listed below shall have the following meanings, which shall apply to both the singular or plural use of the terms.

- “**AAA**” shall mean the American Arbitration Association.
- “**Arbitration**” or “**Arbitrate**” shall mean mandatory, final, and binding arbitration administered by the AAA in accordance with this Arbitration Agreement, the Federal Arbitration Act, and the AAA’s Construction Industry Arbitration Rules and Mediation Procedures or (where applicable and as modified by this Agreement) in effect at the time You purchased or took ownership of Your Windsor Products.
- “**Class Action**” shall mean any legal proceeding, including a lawsuit or arbitration, in which one or more persons brings a claim or claims on behalf of a larger group of persons. The term “Class Action” shall also include putative class action and/or class arbitration proceedings.
- “**Disputes**” shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation, or any other applicable statute, regulation, ordinance, or common law) arising out of or related to Your Windsor Products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation, repair, or purchase of Your Windsor Products) and/or the enforceability of this Arbitration Agreement and/or any warranty applicable to Your Windsor Products.
- “**Windsor**” shall mean The Windsor Window Company and its parents, owners, divisions, subsidiaries, affiliates, predecessors, directors, officers, employees, representatives, agents, attorneys, heirs, successors, and assigns.
- “**Windsor Goods**” shall mean all Windsor products acquired by You on or after [Date], 2017.
- “**Windsor Products**” shall mean “Windsor Services” and/or “Windsor Goods” where applicable.
- “**Windsor Services**” shall mean all services provided to You or a previous owner by Windsor, including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, performance, installation, and/or repair of Windsor Goods.
- “**You**” and “**Your**” shall mean any purchaser of Windsor Products, including multiple purchasers such as spouses, and anyone taking ownership or other interest in the Windsor Products.

2. Dispute Resolution Process: You and Windsor agree that any Dispute arising out of or relating to Your Windsor Products shall be resolved pursuant to the Dispute Resolution Process set forth in this Agreement and/or the Warranty Claim Procedure set forth in any warranty applicable to Your Windsor Products.

2.1. Notice of Dispute: The first step in the Dispute Resolution Process is for You and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, You must provide Windsor with a Notice of Dispute. You can do so either by

visiting www.windsorwindows.com/support, which will take You to a form that you need to complete, or by calling Windsor at [phone number].

2.2. Response by Windsor: Windsor will have 60 days to respond to Your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to Your Dispute.

2.3. Formal Resolution: If You and Windsor are unable to informally resolve Your Dispute to Your satisfaction, You may seek to formally resolve Your Dispute through Arbitration, as provided below.

2.4. Failure to Follow Dispute Resolution Process: The failure to follow any of the steps outlined in this Dispute Resolution Process does not alter, waive or void any of the terms of this Arbitration Agreement. Opting out, as described below, is the only way to alter, waive, or void the Arbitration Agreement described herein.

3. Arbitration Agreement: BY PURCHASING, INSTALLING, OR USING WINDSOR PRODUCTS (INCLUDING BY REMOVING ANY ARBITRATION NOTICE LABEL APPLIED TO YOUR WINDSOR PRODUCTS) WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY AND ALL DISPUTES RELATING TO YOUR WINDSOR PRODUCTS AND WAIVE YOUR RIGHTS TO BOTH A JURY TRIAL AND TO PROCEED AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ACTION REGARDING A DISPUTE. The prohibition on proceeding as a representative or member of any class-action or class-arbitration proceedings shall apply notwithstanding any rules to the contrary now or in the future promulgated by the AAA.

4. Opt-Out Option: You may opt out of the Arbitration Agreement in Paragraph 3 above. To do so, you must notify Windsor within 90 calendar days of the date You purchased or otherwise took ownership or other interest in Your Windsor Products either by visiting www.windsorwindows.com/support and completing the Opt-Out Form located there, or by calling Windsor at [phone number]. Opting out of this Arbitration Agreement will not affect the coverage provided by any warranty applicable to Your Windsor Products.

5. Applicable Law and Severability: The terms of this Arbitration Agreement, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term(s) of this Arbitration Agreement is/are found to be invalid or unenforceable in any particular jurisdiction, such term(s) will not apply in that jurisdiction and instead will be severed with the remaining terms continuing in full force and effect.

6. Entire Agreement: With the exception of a written statement signed by an authorized Windsor representative, this Arbitration Agreement and all the terms contained herein constitute the entire agreement between You and Windsor. This Arbitration Agreement is made a part of any such written agreement, unless expressly excluded therein. By purchasing, installing, or

using Windsor Products without opting out as provided above, You agree that You are not relying on any oral statements made by anyone that are in any way contrary to this Arbitration Agreement.

7. No Amendment Except in Writing: You and Windsor agree that this Arbitration Agreement may be modified only by written agreement signed by a duly authorized representative of Windsor.