



## **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 Pella Products, including multiple purchasers such as spouses, and anyone taking ownership or other interest in the Pella Products.
- **"Pella"** shall mean Pella Corporation.
- **"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 Pella Products, including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of Your Pella Products.
- **"Pella Goods"** shall mean all Pella or Pella branded products or both acquired by You on or after February 10, 2017.
- **"Pella Services"** shall mean all services provided to You or previous owner by Pella or a Pella Branded Distributor, including, but not limited to, the installation and servicing of Your Pella Goods, on or after February 10, 2017.
- **"Pella Products"** shall mean "Pella Services" or "Pella Goods" or both where applicable.
- **"Pella Branded Distributor"** shall mean, where applicable, the dedicated and Pella branded distributor that sold and/or provides service for Your Pella 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 Pella and its subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella 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 PELLA 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 Pella 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 Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership or other interest in Your Pella Goods. To opt out, You must send notice by email to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Opt-Out" or by calling 877-473-5527. 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 Pella Goods; and (3) from whom the Pella 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 Pella Products.

If You are dissatisfied with our products or service, or otherwise have questions or concerns regarding Your Pella Products, please contact Pella Customer Service by calling 877-473-5527 or by mail at Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219. If Pella 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 Pella who is not directly involved in the matter to attempt to facilitate a voluntary resolution between You and Pella. 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 Pella 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 Pella to inspect Your Pella Products and the premises in which Your Pella 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.