

Terms of Service

Revised: 08/26/2024

These Terms of Service contain an arbitration provision and class action waiver. Please review the Arbitration section for details.

These Terms of Service (“*Terms*”) govern your use of the <https://www.panda-windows.com> website (“*Site*”) and related services (“*Services*”). Panda Windows & Doors--Operations LLC (“*Panda*,” “*we*” or “*us*”) provides the Site and Services. “*You*” refers to you as a user of the Site or Services.

BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY.

1. Eligibility

To use the Site or Services, you must be the greater of: (i) 18 years old; or (ii) the age of majority in your state or jurisdiction of residence.

2. Your Account. Certain aspects of the Services may require you to create an account, including by completing a registration form and selecting a user ID and password (your “*Account*”). You agree that the information you provide as part of the registration process will be true, current and complete, and you agree to update such information as applicable so that it continues to be true, current and complete. Your Account is personal to you and may not be used by any other person. You alone are responsible for the use of and access to your Account. You agree to promptly contact us at if you become aware of any unauthorized use of the Services on your Account.

3. Terms of Sale

Any purchases are governed by the sales order form acknowledged by you and accepted by Panda at the time of purchase. All purchases are governed by the Terms and Conditions of sale available <https://www.panda-windows.com/terms-and-conditions>.

Warranties: Each purchase is subject to our Warranty policy which is available <https://www.panda-windows.com/warranty>.

Inaccuracy Disclaimer: From time to time, there may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your purchase order). If you do not wish to continue with your purchase order after pricing or other information has been corrected, please contact us right away and we will work with you to cancel your order.

Special Offers: Occasionally we will offer special promotions to our customers that we refer to as “special offers.” This can include manufacturer offers or other promotional activity associated with a product purchase. These offers may be for a limited time only.

4. Additional Terms

Some of our Services have additional terms and conditions, including without limitation the Terms and Conditions of sale that apply to purchases (“*Additional Terms*”). Where Additional Terms apply, we will

make them available to you. By making a purchase or using that Service, you agree to the Additional Terms.

5. Acceptable Use of the Site and Services

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Site or Services, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services, including to develop or improve any software program, algorithm, or machine learning or artificial intelligence model;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site or Services; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

6. User Content

The Site and some of our Services allow you to upload, submit, store, send, or receive content and data ("**User Content**"). You retain ownership of any intellectual property rights that you hold in that User Content.

When you upload, submit, store, send, or receive User Content to or through the Site or Services, you give us permission to reproduce and use your User Content as follows: you grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that User Content works better with the Site and Services),

publicly perform, publicly display, and distribute your User Content. This license is for the limited purpose of operating, promoting, and improving the Site and Services, and to develop new Services. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world and in any media. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Site and Services. In general, however, we will only need to use your User Content for as long as you choose to store it with us using the Site or Services.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above; and
- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Site or Services for any reason.

7. Ownership

Other than User Content, we own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services (“**Our Content**”); and (b) our trademarks, logos, and brand elements (“**Marks**”). The Site and Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Site and Services are copyright © Panda. All rights reserved. You may not duplicate, copy, or reuse any portion of the us.

8. Copyright and Intellectual Property Policy

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address.
- A description of the copyrighted work that you claim has been infringed.
- A description of where the alleged infringing material is located.
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent:

Eyal Shoshan
3415 Bellington Rd
North Las Vegas, NV 89030
info@panda-windows.com

For clarity, only copyright infringement notices should go to our Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this section your notice may not be valid.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Clark County, Nevada, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

9. Privacy

Your privacy is very important to us. Our [Privacy Policy](#) explains how we collect, use, protect, and when we share personal information and other data with others. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

10. Links

The Site and Services may contain links to other websites and online resources. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable

for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

11. Changes to the Site or Services

We enhance and update the Site and Services often. We may change or discontinue the Site or Services at any time, with or without notice to you.

12. Termination

We reserve the right to not provide the Site or Services to any person. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Site and Services automatically terminates.

13. Disclaimer and Limitations on Our Liability

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("*AFFILIATES*") DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE OR SERVICES. OUR COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU HAVE ACTUALLY PAID US DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

You understand and agree that we have set our prices and entered into these Terms with you in reliance upon the limitations of liability set forth in these Terms, which allocate risk between us and form the basis of a bargain between the parties.

14. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless our company and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, relating to, any actual or alleged breach of these Terms by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

15. Informal Dispute Resolution

We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and we agree to make a good faith effort to resolve it informally, including having at least one telephone conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us at 3415 Bellington Rd, North Las Vegas, NV 89030, USA, Attn: Eyal Shoshan, of the nature of this dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. During the sixty (60) days following receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within that sixty (60) days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to filing an arbitration. You and we agree to toll the statute of limitations and any filing fee deadlines while the parties engage in this informal dispute resolution process. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

16. Arbitration Agreement & Waiver of Certain Rights

Except as set forth below, you and we agree that we will resolve any controversies, claims, counterclaims, or other disputes between you and us or you and a third-party agent of ours (each a "*Claim*") through binding and final arbitration, instead of through court proceedings, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("*AAA Rules*"). This arbitration agreement

applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction will exclusively determine whether the parties have entered into a valid and enforceable agreement to arbitrate their Claims, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied.

To begin an arbitration proceeding, you must send us an email to info@panda-windows.com and an individual letter signed by you requesting arbitration and describing your claim at 3415 Bellington Rd, North Las Vegas, NV 89030, USA, Attn: Eyal Shoshan. This letter must be sent at least five (5) days before you initiate an arbitration proceeding against us.

Any party to the arbitration may, at any time more than ten (10) days before arbitration, serve an offer of compromise in writing upon any other party to the action. Offers of compromise pursuant to these Terms will be adjudicated and interpreted in accordance with California Code of Civil Procedure section 998.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Notwithstanding the foregoing, if your attorney is paying the administrative costs, filings fees, arbitrator fees, and other associated arbitral costs on your behalf, and your attorneys' may recover all or a portion of those fees only if you obtain an award in the arbitration, your attorney must evenly split all costs with us initially. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the Event a Claim has already been filed in arbitration, the party who has filed that claim will, within ten (10) days of receiving such a notice, withdraw their Claim from arbitration. The parties then will proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or our individual Claims.

The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a “public injunction” and any such “public injunction” may be awarded only by a federal or state court. If either party seeks a “public injunction,” all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a “public injunction” in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party’s claim or prayer for “public injunctive relief.” In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. This Arbitration Agreement and Waiver of Certain Rights Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Mass Arbitration Process Requirements

If twenty-five (25) or more similar claims are asserted against Panda at or around the same time by the same or coordinated counsel or are otherwise coordinated (and your claim is one such claim), you understand and agree that the resolution of your dispute might be delayed. You also agree to the following process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. Counsel for the claimants and Panda’s counsel shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of a staged process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, and Panda will pay the mediator's fee. If the parties are unable to resolve the remaining matters through mediation at this time, then each side shall select twenty (20) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a staged process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise. If the parties are unable to resolve the remaining cases after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, and Panda will pay the mediator's fee. If the parties are unable to resolve the remaining matters in mediation at this time, this staged process shall continue with one hundred (100) cases proceeding at one time that are selected randomly or by the AAA in staged sets, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. Between staged sets of proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims. The statute of

limitations and any filing fee deadlines shall be tolled for claims subject to this section regarding "Disputes" from the time the first cases are selected for a bellwether process until the time your case is selected, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Panda. Should a court of competent jurisdiction decline to enforce these "Mass Arbitration Process Requirements," you and we agree that your and our counsel shall engage in good faith with the assistance of a Process Arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

17. Other Provisions

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

These Terms will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any conflict of laws rules or provisions.

You agree that any action of whatever nature relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Clark County, Nevada. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

18. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Site or Services, you are agreeing to the revised Terms.

PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE SITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.