
**SYSTEMSHIELD™ PROGRAM
TERMS AND CONDITIONS
(Available in Canada only. Void where prohibited.)**

Last updated: June 24, 2021

This agreement (“**Agreement**”) sets forth the terms and conditions governing your (“**You**” or “**Your**”) participation in the Allied SystemShield™ Program and any SystemShield™ Package You may purchase or already have purchased (the “**SystemShield™ Program**” or the “**Program**”). You and Allied Air Enterprises LLC (“**ALLIED**”) may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

PLEASE READ THIS AGREEMENT CAREFULLY. INDIVIDUAL ARBITRATION NOTICE: SUBJECT TO APPLICABLE LAW, BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ACCEPTING THE TERMS BY PURCHASING A SYSTEMSHIELD™ PACKAGE, YOU ARE AGREEING THAT ALL DISPUTES BETWEEN YOU AND ALLIED WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THE DISPUTE RESOLUTION SECTION BELOW (PART FIVE) PROVIDES MORE INFORMATION. PLEASE READ THAT SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

PART ONE – GENERAL TERMS

Term – Your SystemShield™ Package coverage begins as of the date Your participating Dealer (“**Dealer**”) installs Your Eligible Equipment (as defined below) and ends after expiration of the labor coverage period and parts coverage period (the “**Labor Coverage Period**” and “**Parts Coverage Period,**” respectively, and, together, the “**Coverage Period**”) specific to Your SystemShield™ Package.

The Labor Coverage Period and Parts Coverage Period for each SystemShield™ Package is as follows:

SystemShield™ Packages		
Level	Labor Coverage Period	Parts Coverage Period
A	2 Year Labor	10 Year Parts
B	5 Year Labor	10 Year Parts
C1	10 Year Labor	10 Year Parts (limited)*
C	10 Year Labor	10 Year Parts
D	2 Year Labor	12 Year Parts
E	5 Year Labor	12 Year Parts
F	10 Year Labor	12 Year Parts

H1	12 Year Labor	12 Year Parts (limited)*
H	12 Year Labor	12 Year Parts
Residential: Multifamily		
G	1 Year Labor	10 Year Parts

* Level coverage limited to a System consisting solely of a furnace.

Thus, by way of example, if You purchase SystemShield™ Package Level A, You receive 2 years labor coverage and 10 years part coverage, starting from the date of installation.

Eligible Equipment – Subject to the exclusions in Part Two below, the following ALLIED-branded residential systems, if purchased by Your Dealer directly from a participating distributor (the “**Participating Distributor**”) (while Your Dealer and the Participating Distributor were participating in the SystemShield™ Program) and installed by Dealer (while Dealer and the Participating Distributor were participating in the SystemShield™ Program), are eligible for coverage under a SystemShield™ Package (“**Eligible Equipment**”):

- Residential gas furnaces
- Residential air conditioners and heat pumps sold as an AHRI-matched system
- Residential air handlers and evaporator coils sold as an AHRI-matched system
- Residential packaged units
- Residential mini-splits with at least 10-years of limited parts coverage* (ductless)
- Comfort Sync® A3 Thermostat installed with a system

For purposes of this Agreement, ALLIED-branded residential systems refer only to the following brands: Armstrong Air™, Air Ease®, Concord®, Ducane™, and Allied™.

The fact that equipment is Eligible Equipment does not, by itself, mean that the equipment is covered by any SystemShield™ Package. To obtain coverage under any SystemShield™ Package, Eligible Equipment must be Covered Equipment as set forth below.

* Equipment with less than ten (10) years limited parts coverage is not eligible. Thus, by way of example, the 4DHP mini-split is eligible for SystemShield™ Package coverage, but ALLIED’s entry-level 4DHV mini-split product is not eligible.

Covered Equipment – In order for Eligible Equipment to be covered under any SystemShield™ Package, Your Dealer, with Your signed consent and authority, must register Eligible Equipment in the ALLIED Installer Portal (while Your Dealer and the Participating Distributor are participating in the SystemShield™ Program) and, if required by the Participating Distributor, include the Participating Distributor’s approved Installation Sheet, both within sixty (60) days of the date of equipment installation (“**Covered Equipment**”). Eligible Equipment that is not timely and/or properly registered shall not be deemed Covered Equipment and is not eligible for coverage under any SystemShield™ Package regardless of kind or type. ALLIED has no liability whatsoever in the event that Dealer fails to timely and/or properly satisfy one of the conditions of this paragraph or this Agreement and, as a result, Eligible Equipment does not become Covered Equipment and thus does not have coverage under any SystemShield™ Package.

For the avoidance of doubt, for persons who purchased Eligible Equipment in Quebec or where registration to effectuate a warranty is otherwise prohibited by law, registration is not required for You to obtain or receive coverage under any Basic Limited Warranty or Extended Limited Warranty (collectively, the “**ALLIED Limited Warranty**”) that is sold with Your Eligible Equipment. Your failure to register Eligible Equipment will not impact your rights or coverage under any applicable ALLIED Limited Warranty. None of the SystemShield™ Packages is a warranty, but rather is optional coverage that can be purchased for an additional price.

Covered Parts – Once the ALLIED Limited Warranty expires, the parts coverage under the SystemShield™ Package begins. The parts coverage in the SystemShield™ Package shall expire pursuant to the terms of the applicable SystemShield™ Package. Thus, by way of example, if a SystemShield™ Package provides parts coverage for twelve (12) years, then it is referring to ten (10) years parts coverage under the ALLIED Limited Warranty and two (2) years parts coverage under SystemShield™. SystemShield™ parts coverage does not take effect until the Allied Limited Warranty expires. Thus, where a SystemShield™ Package provides twelve (12) years parts coverage, then the ALLIED Limited Warranty covers parts for years one (1) through the end of year nine (9) and the SystemShield™ coverage applies for years ten (10) and eleven (11); *i.e.*, after the first ten (10) years of coverage under the ALLIED Limited Warranty have expired. For parts coverage to apply under a SystemShield™ Package, the covered component in Covered Equipment must qualify for a replacement under, and not be subject to an exclusion under, the ALLIED Limited Warranty (other than an exclusion because the ALLIED Limited Warranty’s term has expired).

Parts coverage under any SystemShield™ Package is subject to and governed by the same terms and conditions of ALLIED’s Basic Limited Warranty. You can review the terms, conditions and exclusions of the Basic Limited Warranty’s parts coverage at <https://alliedair.s3.amazonaws.com/Allied-Limited-Warranty-Residential-and-Mini-Split.pdf>. **By purchasing a SystemShield™ Package, You are agreeing to the terms and conditions of ALLIED’s Basic Limited Warranty, which are incorporated herein by reference.** To the extent there is a dispute or conflict between the terms of this Agreement and ALLIED’s Basic Limited Warranty, the terms of this Agreement shall govern.

Covered Labor – For a labor claim to be covered under any SystemShield™ Package, the following conditions must be met: (1) the labor must have been performed by Your Dealer (or another participating dealer of the Participating Distributor, if Your Dealer is unable to perform the work) on Covered Equipment; (2) the labor must have been necessary to repair the Covered Equipment; (3) the repair must have been properly performed in a commercially-reasonable manner; (4) the repair must have occurred during the Covered Equipment’s Labor Coverage Period; (5) no exclusions can apply; and (6) the labor must have been one of the following types of labor:

Residential: Add-On Replacement and Residential New Construction

- Major Electrical/Mechanical (Labor Code: LABORSS1)
 - Components Covered: blower motor, condenser fan motor, gas valve, inducer, PCB/circuit board, Comfort Sync® A3 Thermostat

- Minor Refrigerant/Minor Mechanical (Labor Code: LABORSS2)
 - Components Covered: indoor metering device, blower wheel, heat exchanger collector box, gas manifold, refrigerant leak at joints
- Major Refrigerant/Major Mechanical (Labor Code: LABORSS3)
 - Components Covered: compressor, indoor and outdoor coil, reversing valve, outdoor TXV, heat exchanger

Residential: Multifamily

- Electrical Component (LABORSS11)
- Motor (Indoor/Outdoor) (LABORSS12)
- Compressor/Outdoor Refrigerant (LABORSS13)
- Indoor Coil/Indoor Refrigerant (LABORSS14)
- Heat Exchanger (LABORSS15)

If all six (6) of the terms above are met, the labor under a SystemShield™ Package shall be deemed “**Covered Labor**” and covered by the applicable SystemShield™ Package.

In the event Your Dealer performs labor, some of which is Covered Labor and some of which is not Covered Labor, Your Dealer must create and, if requested provide, detailed records itemizing the portion of the labor that was Covered Labor and the portion that was not Covered Labor. The SystemShield™ Program and applicable SystemShield™ Package will reimburse the Participating Distributor only for Covered Labor.

Transferability – SystemShield™ Package labor coverage shall be transferable between owners of the property where Covered Equipment is originally installed. In other words, the sale of a property does not terminate any applicable SystemShield™ Package labor coverage so long as the Covered Equipment remains in its place of original installation and all other terms and conditions of this Agreement and the applicable SystemShield™ Package are met. The sale of a property does not extend the length of any SystemShield™ Package’s labor coverage. Notwithstanding the foregoing, parts coverage under all SystemShield™ Packages is not transferable between owners of the property where Covered Equipment is originally installed (*i.e.*, once Your home is sold, Your SystemShield™ Package’s parts coverage terminates).

Privacy and Data Sharing – The personal information You provide ALLIED in connection with purchasing SystemShield™ coverage will be used to administer the coverage and otherwise in accordance with ALLIED’s privacy policy. For more information about ALLIED’s privacy practices, visit our Privacy Policy at www.lennoxinternational.com/home/Home/privacy.html.

PART TWO - EXCLUSIONS

Exclusions to Coverage – Notwithstanding anything to the contrary in this Agreement, the following items are not covered under any SystemShield™ Package and are not eligible for coverage or reimbursement under any SystemShield™ Package:

1. Single units, or equipment with less than ten (10) years of limited parts coverage (*e.g.*, entry-level mini-splits with only five (5) years of parts coverage are not eligible).
2. Future purchases of Eligible Equipment by a customer with pre-existing coverage under any SystemShield™ Package on Covered Equipment.
3. Equipment that is not maintained during the Coverage Period in accordance with the equipment installation, operation, and maintenance instructions applicable to the equipment. ALLIED reserves the right to request maintenance records and to deny any request or claim for coverage under any SystemShield™ Package if adequate records are not provided or if the records fail to demonstrate that the equipment was properly maintained.
4. Equipment installed or used in non-residential applications.
5. Costs associated with freight, diagnostic charges, or increases in electrical or fuel costs for any reason, including, without limitation, addition of supplemental heat.
6. Scratches or discoloration of decorative finishes or any panels or other cosmetic damage.
7. Normal maintenance items such as filters, fan belts, fuses, refrigerant, refrigerant line sets, oil nozzles, driers, or other consumable items or installation of accessories or kits.
8. Damage caused by misuse, shipping and handling, failure to properly maintain, accident, inappropriate procedure, or acts of God.
9. External wiring, piping, venting or attachment of accessory products not integral to the equipment, including, without limitation, humidifier, air cleaner, vent damper, or other mechanical devices not manufactured by ALLIED.
10. Equipment that has been operated in a corrosive atmosphere or otherwise in contact with corrosive material (*i.e.*, chlorine, fluorine, salt, recycled waste water, urine, fertilizers, halogenated hydrocarbons, or other corrosive elements) that damage or otherwise cause deterioration to metal surfaces or integral components.
11. Equipment that has not been installed in accordance with published instructions, applicable local, provincial, or national codes and/or the Air Conditioning Contractors of America's (ACCA) published standards.
12. Equipment moved from its original place of installation.
13. Any compressor-bearing unit not installed with Air-Conditioning, Heating, and Refrigeration Institute (AHRI) or ALLIED-listed matching refrigerant components.
14. Operation of electrical equipment at voltages other than the range specified on the unit nameplate (includes damage caused by brownouts).
15. Operation of furnaces with return air temperatures of less than 60°F (16°C), or furnaces that have been installed downstream of a cooling coil.
16. Use of contaminated or alternate refrigerant.
17. Equipment outside of its Coverage Period.
18. Equipment that was not purchased from or installed by Dealer.
19. Any other limitations and exclusions set forth in the ALLIED Limited Warranty, the SystemShield™ Program, or any SystemShield™ Package applicable to Your Covered Equipment.

PART THREE - CLAIMS UNDER ANY SYSTEMSHIELD™ PACKAGE

To submit a claim for services or coverage under any SystemShield™ Package:

- Contact Your installing Dealer. If You are unable to contact Your installing Dealer, or Your installing Dealer is unable to assist You, contact Your Participating Distributor via its contact information set forth in Your SystemShield™ Certificate of Assurance. Your Participating Distributor will provide You with the name of a participating dealer in Your area that can provide the applicable SystemShield™ Package services. If You cannot locate the contact information for Your Dealer or Participating Distributor, please contact ALLIED at 1-800-448-5872.
- You acknowledge and agree that the Participating Distributor has entered into an agreement with ALLIED (the “**Participating Distributor Agreement**”), which sets forth the terms and conditions for submitting a claim for coverage under the applicable SystemShield™ Package. In the event that the Participating Distributor and/or Dealer fails to timely and properly submit a claim for SystemShield™ Package coverage, the claim will be denied. You acknowledge and agree that any and all claims, causes of action, liabilities, and damages arising out of or relating to a Participating Distributor and/or Dealer failing to timely or properly submit a claim shall be solely between You and the Participating Distributor or Dealer, as applicable. In no event shall ALLIED have any duties, obligations, or liabilities to You arising out of or relating to the timely or proper submission of a claim for coverage under any SystemShield™ Package.
- The claim must satisfy all the requirements of this Agreement, including, but not limited to, the requirements for Covered Equipment and Covered Labor.
- The claim must not be subject to an exclusion.

PART FOUR – LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

PLEASE READ THIS AGREEMENT CAREFULLY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the following below limitations or exclusions may not apply to you.

LIMITATION OF LIABILITY: SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (II) DAMAGES FOR CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION, DIMINUTION IN BUSINESS VALUE, OR HARM TO GOODWILL OR REPUTATION. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT LOSSES OR INDIRECT LOSSES; WHETHER ARISING FROM CLAIMS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR REGULATION VIOLATION OR OTHERWISE; AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALLIED’S TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR USE OF SYSTEMSHIELD AND RIGHTS UNDER THIS AGREEMENT, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S);

PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL OR COURT WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the following below disclaimers may not apply to the extent such jurisdictions' laws are applicable.

WARRANTY DISCLAIMER – SUBJECT TO APPLICABLE LAW, THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED IN ANY APPLICABLE LIMITED WARRANTY AND/OR EXTENDED LIMITED WARRANTY FOR THE EQUIPMENT, NO PARTY IS PROVIDING TO THE OTHER PARTY AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, THE QUALITY, WORKSMANSHIP, AND PERFORMANCE OF ANY ELIGIBLE EQUIPMENT.

PART FIVE – DISPUTE RESOLUTION

This Part Five is subject to applicable law and may not apply to You.

****PLEASE READ THIS SECTION CAREFULLY BECAUSE IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. SUBJECT TO THE APPLICABLE LAW, THIS SECTION REQUIRES YOU AND ALLIED TO ARBITRATE ALL DISPUTES THAT MAY ARISE BETWEEN THE PARTIES ON AN INDIVIDUAL BASIS****

MANDATORY ARBITRATION: Subject to applicable law, You and ALLIED agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, You or ALLIED may assert claims in small claims court if (i) the claims qualify for small claims court, and (ii) the matter remains in small claims court,. Both You and ALLIED waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision may be subject to limited review by courts. However, the arbitrator must follow the law and may, subject to the Arbitration Legislation, award on an individual basis the same damages and relief as in court. The arbitrator shall issue a written award setting forth the arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it. The arbitrator's award can be confirmed in any court of competent jurisdiction.

Applicable arbitration legislation in the Province where You live (“**Arbitration Legislation**”) applies to dispute resolution under this Part. A single arbitrator, with the British Columbia International Commercial Arbitration Centre (“**BCICAC**”), will conduct the arbitration under its rules, and the award may not exceed the relief allowed by applicable law. The BICAC rules are available at www.bcicac.com or by calling 1-877-684-2821. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in or as close as is

reasonably practicable to the municipality in the county where you live or at another mutually agreed location. To the extent that You select an arbitration conducted in person and BCICAC is unable to facilitate an arbitration within a reasonable distance from the municipality where You live, ALLIED agrees to arbitrate the dispute through the arbitration service that is closest to Your residence. In such circumstances, if You and ALLIED cannot agree on arbitral rules to apply, the arbitrator shall select the rules that the arbitrator, in his or her sole discretion, deems to be best suited for the fair and efficient resolution of the dispute. To the extent that You and ALLIED cannot agree on an arbitrator, the arbitration service shall appoint one.

This Agreement is governed by the laws of the Province or Territory where You reside. If the arbitration provision in this Part is found unenforceable or to not apply for a given dispute, then the proceeding must be brought in the Superior Court of the Province or Territory in which You live.

The arbitration will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Agreement, with the exception of deciding whether the Arbitration Class Action Waiver below is valid or enforceable. A court will resolve any question regarding the validity or enforceability of the Arbitration Class Action Waiver.

This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local authorities. Such authorities can, if the law allows, seek relief against ALLIED on Your behalf.

If Your total damage claims in an arbitration are twenty-five thousand dollars (\$25,000) or less, not including Your attorney fees (“**Small Arbitration Claim**”), the arbitrator may, if You prevail, award You reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant ALLIED its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that Your claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, ALLIED will pay all arbitration, filing, administrative, and arbitrator costs (together, “**Arbitration Costs**”). You must submit any request for payment of Arbitration Costs to the BCICAC at the same time You submit Your Demand for Arbitration. However, if You want ALLIED to advance the Arbitration Costs for a Small Arbitration Claim before filing, ALLIED will do so at Your written request to ALLIED’s legal department. In a Small Arbitration Claim case, ALLIED agrees that You may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing.

If Your total damage claim in an arbitration exceeds twenty-five thousand dollars (\$25,000), not including Your attorney fees (“**Large Arbitration Claim**”), the arbitrator may award the prevailing party its reasonable attorneys’ fees and costs, or apportion attorneys’ fees and costs between You and ALLIED (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim, if You are able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, ALLIED will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

The prevailing party in any arbitration shall be awarded its (a) arbitration fees, costs, and expenses; (b) reasonable expert fees, costs, and expenses; and (c) reasonable attorneys' fees, costs, and expenses.

Arbitration Class Action Waiver – SUBJECT TO APPLICABLE LAW, YOU AND ALLIED AGREE THAT ARBITRATION WILL PROCEED SOLELY ON AN INDIVIDUAL BASIS. BY AGREEING TO ARBITRATION, YOU ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Unless You and ALLIED agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between You and ALLIED. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between ALLIED and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver. If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply.

OPT OUT: YOU MAY OPT OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE (THE "OPT-OUT NOTICE") TO ALLIED THAT IS POST-MARKED NO LATER THAN THIRTY (30) CALENDAR DAYS AFTER YOU PURCHASE A SYSTEMSHIELD™ PACKAGE.

The Notice must be sent to ALLIED as follows:

Allied Air Enterprises LLC
Attn: Warranty Department
215 Metropolitan Drive
West Columbia, SC 29170

The Opt-Out Notice must state: Your name and address and that You opt out of arbitration. You must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice shall apply only to the person or entity that signs it. Neither You nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Any Opt-Out Notice received after the opt-out deadline will not be valid.

Non-Arbitration Class Action and Jury Waiver: Subject to applicable law, if for any reason any Dispute proceeds in court rather than arbitration, You and ALLIED waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither You nor ALLIED may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding.

Definition of “Dispute”: The term “**Dispute**” and “**Disputes**” shall be broadly interpreted to include any claims, disagreements, or controversies that You and ALLIED had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies arising out of or relating to any ALLIED-manufactured equipment, Covered Equipment, any Limited Warranty, any Extended Warranty, or any SystemShield Package or coverage.

PART SIX – MISCELLANEOUS TERMS AND CONDITIONS

Linked Sites; Advertisements – This website may contain links to or from third-party websites (“**Linked Sites**”), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with ALLIED. ALLIED may have no control over the content, operations, policies, terms, or other elements of Linked Sites, and ALLIED does not assume any obligation to review any Linked Sites. ALLIED does not endorse, approve, or sponsor any Linked Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, ALLIED is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, ALLIED will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Sites. Any activities You engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Sites. ALLIED assumes no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from that content.

Entire Agreement - This Agreement, along with any applicable ALLIED Limited Warranty, constitutes the entire agreement between ALLIED and You concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, agreements, negotiations, and discussions. No amendment or waiver of this Agreement shall be binding unless it has been agreed to in writing by ALLIED and You. ALLIED will provide you with written notice of any changes ALLIED would like to make to Your Agreement. This includes renewing or extending it. ALLIED will also provide You with the option to not accept the changes to your Agreement.

No Assignment - No Party shall assign this Agreement without the express written consent of the other Party, and any assignment in violation of this provision is null and void. Notwithstanding the foregoing, ALLIED may assign this Agreement to an affiliate or to any acquiror or successor to its business or assets to which this Agreement relates in its sole discretion, including, without limitation, by sale of stock, all or substantially all of its assets (either of ALLIED or the business to which this Agreement relates), merger, operation of law or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

No Waiver – No waiver by a Party, either by act or failure to act, or any default by or obligation of the other Party in the performance of its obligations under this Agreement will be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of such other Party.

Severability - If any provision of this Agreement shall be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the Parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of that provision to the fullest extent permitted by law. If a provision cannot be so amended or construed, it will be severed, and the remaining provisions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as to best reasonably effect the intent of the Parties. To the extent there is a conflict between this severability clause and the severability clause in the Dispute Resolution section herein, the clause in the Dispute Resolution section shall govern.