Base Limited Warranty

Subject to the terms and conditions of this limited warranty, Trane U.S., Inc. ("Company") extends a limited warranty to the original purchaser ("Purchaser") only for parts (but not labor) replaced as a result of manufacturing defects for the product(s) identified in **Table 1** attached hereto ("Products") that are installed in residential/multi-family application (personal, family, or household use) and subject to normal use and maintenance in the United States and Canada. All repairs of Products covered under this limited warranty must be made with authorized service parts and by a licensed service provider. You must pay any repair charges associated charges not covered by this warranty. Improper or incorrect repair that causes damage to the Products may void this warranty. Products installed in commercial applications are extended a limited warranty for a different term as stated in **Table 1** attached hereto. "Commercial applications" shall mean any application other than for personal, family, or household use.

This limited warranty applies to Products manufactured on or after January 1, 2022.

This limited warranty can also be found online at https://www.trane.com/residential/en/for-owners/warranty-and-registration or https://www.americanstandardair. com/owner-support/warranty-and-registration. We limit the duration and remedies of all implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose to the duration of this express limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the limitations expressed here may not apply to you. Please read the limited warranty in its entirety for more information.

Base Limited Warranty Term: Table 1 (attached hereto) contain the base limited warranty terms for the Purchaser:

- For most installed Products including, but not limited to, Products installed in a builder's model home, the Commencement Date of the base limited warranty term shall be the date that the original installation is complete, and all Product start-up procedures have been properly completed and recorded on the installer's invoice, which includes all model and serial numbers of the installed Product(s). If the installation and start-up date was not recorded on the installer's invoice the Commencement Date of the base limited warranty term shall be sixty (60) days after the factory manufacture date, as determined by the Product serial number.
- If a Product is installed in a newly constructed home, which is not a builder's model home, the Commencement Date of the base limited warranty term is the date the
 Purchaser closed on the sale of the residence from the builder. Proof of Product purchase, installation, and/or closing date of the residence may be required to confirm
 the Commencement Date.
- The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product warranty.

Registered Limited Warranty Term and Registration Requirements: If the Purchaser properly registers the Products online within sixty (60) days of the Commencement Date, the base limited warranty term shall be extended as stated in **Table 1**, attached hereto (the "Registered Limited Warranty Term"). Any Product not properly registered online by the Purchaser within sixty (60) days of the Commencement Date shall be subject to the base limited warranty term outlined above and in **Table 1**. To properly register online, go to: https://www.trane.com/residential/en/for-owners/warranty-and-registration and click on "Register" or https://www.americanstandardair.com/owner-support/warranty-and-registration and c

Limited Warranty Transferability: The limited warranty on a Product is transferable from the Purchaser to a subsequent owner of the residence where the Product was originally installed provided the transfer is made within ninety (90) days from the date of closing on the sale of the residence and the applicable transfer fee, if any, has been paid in full. To transfer a limited warranty from the Purchaser to a subsequent owner, please call 855-260-2975 and be prepared to provide the Product(s) serial number, installed address, closing date of the sale of the residence between Purchaser and subsequent purchaser and credit card information to pay the appropriate limited warranty transfer fee, if applicable. The transfer fee amount is available online at: https://www.trane.com/residential/en/for-owners/warranty-and-registration or https://www.americanstandardair.com/owner-support/warranty-and-registration. Provided the limited warranty transfer is complete and the transfer fee is paid in full within ninety (90) days from the date of closing on the sale of the sale of the subsequent purchaser will retain either: (1) the balance of the base limited warranty term, if any, as measured from the Commencement Date; or (2) if the Product was registered in accordance with the terms herein, the balance of the registered limited warranty term as measured from the Commencement Date.

How to Obtain Service: To locate a service provider in your area, who will provide service under this limited warranty, for Trane Product(s) please visit: www.trane.com or call 877-263-7578, for American Standard Product(s) please visit: www.trane.com or call 855-480-2741. Company may request proof of Product purchase and/or installation, including installation address, in order to provide replacement part(s) under this limited warranty.

What Company Will Do: As the Company's only responsibility and the Purchaser's only remedy under this limited warranty, Company will furnish a replacement part for installation by licensed HVAC service provider, without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If the Product part is not available, the Company will, at its option, provide a free suitable part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the Purchaser towards the retail purchase price of a new Company product. Any new Product purchase shall be at Purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

Eligibility Requirements: The following items are required for the Product(s) to be covered under this limited warranty:

- The Product(s) must be in the same location where they were originally installed.
- The Product(s) must be properly installed, operated, and maintained by a licensed HVAC service provider in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specification and/or installation, operation, and maintenance instructions shall void this limited warranty.
- Company may request written documentation showing the proper preventative maintenance.
- All Product parts replaced by Company under this limited warranty must be given to the servicing provider for return to Company.
- Air handler, air conditioner, heat pumps, cased or uncased coils, stand-alone furnaces, and packaged units must be part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system or a specification in a Company provided bulletin or otherwise approved in writing by a Company authorized representative.
- All claims under this limited warranty must be filed within 90 days of failure date.

Exclusions: The following are not covered by this limited warranty:

- Labor costs, including, but not limited to, costs for diagnostic calls or the removal and reinstallation of Products and /or Product parts.
- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects or damage (including, but not limited to, any loss of data or property) caused by:
- o Any third-party product, service, or system connected or used in conjunction with the Product(s);
- o Any use that is not designed or intended for the Product(s);
- o Modification, alteration, abuse, misuse, negligence, or accident;
- o Improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other that the range specified on the Product nameplate;
- o Any use in violation of the written instructions or specifications provided by Company;
- o Any acts of God including, but not limited to, fire, water, storms, lightening, or earthquakes, or any theft or riots;
- A corrosive atmosphere or contact with corrosive material such as, but not limited to, chlorine, fluorine, salt, sulfur, recycled waste water, urine, fertilizers, rust, or other damaging substances or chemicals.
- Purchases of Products made on an uninstalled basis, whether direct, online or through a secondary or auction market.
- Cabinets or cabinet pieces that do not affect Product performance, air filters, refrigerant, refrigerant line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and Product accessories.
- Increased utility usage costs.
- Replacement parts required to convert Product(s) from R-410A refrigerant to any other refrigerant.
- Use of alternate, contaminated, counterfeit, non-manufacture approved refrigerants, and/or non-approved refrigerant additives including, but not limited to, dyes will
 void this warranty.
- Liquid line filter drier must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressor failures defined as burnouts and failure to do so will void this limited warranty.

Additional Terms: THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CON-TRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT (S). NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT(S).

No action arising out of any claimed breach of this limited warranty may be brought by the Purchaser (or any subsequent purchaser retaining the balance of a properly transferred limited warranty) more than one (1) year after the cause of action has arisen.

This limited warranty gives you specific legal rights, and you also have other rights that vary from state to state. If this Product is considered a consumer product, please be advised that some local laws do not allow exclusions or limitations on incidental or consequential damages, or limitations on how long a warranty lasts; or how long an implied warranty lasts, so that the above limitations may not apply to you. Refer to your local laws for your specific rights under this limited warranty. If you have any questions regarding this limited warranty, please contact your original installation dealer, or any participating dealer, should your original installation dealer no longer be available.

Customer Relations, PO Box 4419, Bridgeton, MO 63044; Phone 1-800-945-5884 Or visit our website at <u>www.trane.com</u> or <u>www.americanstandardair.com</u>

Table 1: Limited Warranty Term for Trane and American Standard Products Installed in Residential Applications

Ductless Systems** (Sold in Canada only): 4TYK/4MYW, 4TXK/4MXW, 4TXM, 4MXC85, 4MXL, 4MXD, 4MXF, 4MXX Base Limited Warranty Period: All Parts – one (1) year Registered Limited Warranty Period: All Parts – ten (10) years

**If any part of your Ductless System fails because of a manufacturing defect under normal use and maintenance within the limited warranty period, the Company will furnish the required replacement part, or if the compressor, outdoor coil or indoor coil should be the part that fails during the limited warranty period, the affected unit will be replaced. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part including, but not limited to, any related service labor, diagnosis calls and refrigerant.

Specific Terms for Commercial Applications:

**There is no distinction between residential and commercial use for this limited warranty.