LENNOX EQUIPMENT
BASIC LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS

Failure to maintain equipment will void this Basic Limited Warranty.

BASIC LIMITED WARRANTY

(Residential Applications only)

Subject to the terms herein, this Basic Limited Warranty covers Covered Components (defined below) within the following equipment (hereafter, referred to as the "Equipment"):

Equipment Type	Model Number
Gas Furnaces	SL280NV, SL280NVK, SL280V, SL280VK, SL297NV, SL297NVK, SLP99V
Oil Furnaces	SLO183V, SLO185V
Gas-Fired Water Boilers	GCWB95
Electric Heat Sections	ECB38, ECB40
Air Handlers	CBA38MV, CBK48
Air Conditioners	SL25KCV, SL28XCV
Heat Pumps	SL22KLV, SL25XPV
Indoor Air Quality	PureAir™ S* (PCO3S)

A "Residential Application" is a single or multi-family dwelling, which includes homes, townhomes, duplexes, apartments, and condominiums used primarily for personal, family, or household purposes. A "Non-Residential Application" refers to all premises that are not included in the definition of a Residential Application, including, but not limited to, all applications that are not primarily used for personal, family, or household purposes.

This Basic Limited Warranty only covers repair components contained within Equipment ("Covered Components"). It does NOT cover cabinets, cabinet pieces, unit accessories, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, or consumable items/components that should be replaced as part of a regular maintenance program, such as lubricants and air filters.

Notwithstanding the above, the Basic Limited Warranty for the above listed Indoor Air Quality PureAir S (PCO3S) does apply to cabinets and cabinet pieces.

NOTE: The installation of a Replacement Component *(defined below)* under this Basic Limited Warranty does not extend the Warranty Period *(defined below)* of the underlying Equipment in which such component is installed. Notwithstanding the foregoing, in the event the manufacturing defect arises within Equipment that by its nature Replacement Components are not offered but rather full replacement Equipment is required (e.g., standalone indoor evaporator coil), replacement of such Equipment will result in a new Warranty Period only for such new Equipment.

LIMITED WARRANTY PERIOD:

For Equipment installed and used in a Residential Application, this Basic Limited Warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six (6) months after the date of manufacture, unless otherwise prohibited by law. Notwithstanding the above, when Equipment is installed in a newly constructed home, the Warranty Period begins on the closing date of purchase from the builder. Proof of closing may be required at Lennox's sole discretion.

TEN-YEAR WARRANTY
(Residential Applications)

Covered components (except for heat exchangers and compressors which are covered as outlined separately) are covered by this Basic Limited Warranty for a period of ten (10) years from installation (existing homes) or closing date (new construction) when installed in a Residential Application.

ONE-YEAR LIMITED WARRANTY
(Non-Residential Applications)

Covered Components (except for heat exchangers and compressors which are covered as outlined separately) are warranted by Lennox for a period of one (1) year when installed in a Non-Residential Application.

LIMITED WARRANTY PERIOD
(for heat exchangers and compressors)

Notwithstanding the above, heat exchangers and compressors within the following Equipment are warranted by Lennox for the following periods:

Equipment Model Number	Warranty Period for Heat Exchanger Only
GCWB95	Fifteen (15) years -- Residential Applications; Five (5) years -- Non-Residential Applications
SL280NV, SL280NVK, SL280V, SL280VK,	Twenty (20) years -- Residential Applications; Ten (10) years -- Non-Residential Applications
SL297NV, SL297NVK, SLP99V	Limited Lifetime -- Original Owner in Residential Applications; Twenty (20) years -- Subsequent Owners in Residential Applications*; Ten (10) years -- Non-Residential Applications

*Unless prohibited by law

For any heat exchangers for which a limited basic lifetime warranty is provided, the warranty shall apply only to the original Owner of the Equipment and only if that Owner is occupying the premises in which the Equipment was originally installed at the time of the warranty claim. For subsequent owners, the heat exchanger's basic limited warranty is for a period of twenty (20) years from installation (existing homes) or closing (new construction).

Equipment Model Number	Warranty Period for Compressor Only
SL22KLV, SL25KCV, SL25XPV, SL28XCV	Five (5) years -- Non-Residential Applications Only

LIMITED WARRANTY COVERAGE

Subject to the terms and conditions herein, if, during the Warranty Period, a Covered Component in the Equipment fails solely because of a manufacturing defect, Lennox will provide a replacement component (a "Replacement Component") to the Owner through a Lennox dealer or other licensed HVAC contractor. The Owner will be responsible for all shipping, freight, and handling charges, as well as all fees and costs arising out of or relating to the warranty service, including, but not limited to, all trip charges, labor costs, and other costs relating to diagnostic calls or to removing, repairing, servicing, or replacing any Covered Component. For a period of ninety(90) days after a warranty claim is filed under this Basic Limited Warranty, the Owner is responsible for surrendering the failed Covered Component(s) to Lennox upon request. Lennox's sole responsibility under this Basic Limited Warranty is to provide a Replacement Component as set forth above. In the event that any Covered Component is not available, Lennox will, at its option, provide a substitute component or allow the Owner to purchase equivalent Lennox equipment at a reduced price off the Lennox list price in effect on the date of the failure. To obtain new Equipment at a reduced price per the terms of this paragraph, such new Equipment must be purchased through and installed by an independent Lennox dealer listed at www.lennox.com. Lennox's offer to allow Owner to purchase new Equipment at a reduced price applies solely to the specific Equipment containing the Covered Component that is unavailable and does not extend to any other Equipment, Covered Components, or other parts thereof even if such Equipment, Covered Component, or part is needed because (i) it is a required accessory or (ii) incompatibility of the new replacement Covered Component with the existing Equipment, Covered components, or parts thereof.

Both Lennox and the Owner of the Equipment are bound by this Basic Limited Warranty.

MAKING A WARRANTY CLAIM

To make a warranty claim, the Owner must contact an independent Lennox dealer or a licensed HVAC contractor. An independent Lennox dealer may be located by accessing www.lennox.com, e-mailing Lennox at www.lennox.com/help/contact-us/warranty (click on "E-mail our Contact Center"), or by calling Lennox at 1-800-9-Lennox. **You must contact the Lennox dealer or HVAC contractor pursuant to this paragraph prior to the Warranty Period's expiration for the claim to be eligible for limited warranty coverage. All warranty claims must be submitted within forty-five (45) days of the applicable Covered Component's failure date. The failure to submit a warranty claim within such forty-five (45) day period will result in the denial of a claim. Lennox has no liability whatsoever in the event that Owner or Owner's dealer or HVAC contractor fails to timely and/or properly file a claim hereunder.**

When warranty coverage is requested, the Owner must provide, and the Lennox dealer or HVAC contractor must collect, the following:

1 - The Equipment model and serial number;

2 - The Owner's name and location of the Equipment;

3 - The date of original Equipment installation (existing homes) or closing date (new construction);

4 - An accurate description of the problem.

NOTE - Proof of prior maintenance and purchase may also be required at Lennox's sole discretion.

LIMITATION OF LIABILITIES, DISCLAIMER OF WARRANTIES AND RESPONSIBILITY FOR DAMAGES

EXCEPT AS EXPRESSLY PROVIDED IN THIS BASIC LIMITED WARRANTY, LENNOX MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL, COMPONENTS, OR WORKMANSHIP. LENNOX DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULL EXTENT PERMITTED BY LAW. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS BASIC LIMITED WARRANTY AS APPLICABLE TO EACH COVERED COMPONENT. THIS BASIC LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT IN DECIDING TO PURCHASE THE EQUIPMENT COVERED BY THIS LIMITED WARRANTY, IT (1) HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS OF ANY KIND THAT ARE NOT CONTAINED WITHIN THIS BASIC LIMITED WARRANTY; AND (2) WAS UNDER NO COMPULSION AND HAD THE ABILITY TO PURCHASE EQUIPMENT FROM OTHER MANUFACTURERS.

TO THE FULLEST EXTENT PERMITTED BY LAW, LENNOX SHALL NOT BE LIABLE, IN CONTRACT OR TORT, (INCLUDING NEGLIGENCE), BY STATUTE OR REGULATION, OR OTHERWISE, FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (II) ANY LOSS, DAMAGE, OR INJURY TO PERSONS(INCLUDING DEATH); (III) ANY LOSS, DAMAGE OR INJURY TO PROPERTY, OR THINGS; OR (IV) FOR DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF BUSINESS VALUE, INCONVENIENCE, OR LOSS OF ANTICIPATED PROFITS OR SAVINGS. THIS PARAGRAPH APPLIES TO ALL DISPUTES (AS DEFINED BELOW) AND ALL CLAIMS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE CLAIMS. FURTHER, THIS PARAGRAPH APPLIES TO BOTH LENNOX AND OWNER. LENNOX SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY THE OWNER OR OTHERS TO THE EQUIPMENT.

THIS LIMITATION OF LIABILITY AND DISCLAIMER LIMITS, EXCLUDES AND WAIVES SPECIFIC LEGAL RIGHTS AND CLAIMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION, WAIVER, LIMITATION OF EXPRESS OR IMPLIED WARRANTIES OR OTHER LIMITATIONS, EXCLUSIONS, AND WAIVERS CONTAINED HEREIN (E.G., THE LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT). IN SUCH JURISDICTIONS, THE LIMITATIONS DISCLAIMERS, WAIVERS, AND EXCLUSIONS THAT

ARE NOT PERMITTED UNDER THE APPLICABLE JURISDICTION'S LAWS DO NOT APPLY TO OWNER'S WHO RESIDE THEREIN, BUT ALL PERMISSIBLE LIMITATIONS, DISCLAIMERS, WAIVERS, AND EXCLUSIONS SHALL APPLY. THE OWNER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY BY JURISDICTION.

EXCLUSIONS

The following limitations and exclusions apply to this Basic Limited Warranty:

1 - Replacement Components will not be provided under this Basic Limited Warranty unless the Equipment containing the defective Covered Component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with Lennox's installation, operation, and maintenance instructions, which are provided with the Equipment or available by contacting Lennox.

2 - Replacement Components will not be provided under this Basic Limited Warranty if the Equipment containing the defective Covered Component is moved after its initial installation.

3 - Replacement Components will not be provided under this Basic Limited Warranty unless all repairs of the Equipment containing the defective Covered Component are made by a licensed professional HVAC installer or licensed HVAC contractor using manufacturer-specified service components.

4 - This Basic Limited Warranty does not cover Equipment that does not meet and/or is installed in violation of regional government standards or other government requirements.

5 - Replacement Components will not be provided under this Basic Limited Warranty for any systems that are not AHRI-matched systems.

6 - This Basic Limited Warranty does not cover damage or defect resulting, in whole or in part, from:

a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes, or earthquakes;

b - Mold, animals, insects, or bodily fluids;

c - Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled waste water, urine, fertilizers, or other damaging substances, body fluids, or chemicals);

d - Accident, misuse, neglect, abuse, vandalism, theft, or unreasonable use or operation of the Equipment or Covered Component, including, but not limited to, operation of electrical equipment at voltages other than in the range specified on the unit nameplate (includes damages caused by brownouts);

e - Service performed or repairs made by anyone other than a licensed professional HVAC installer or contractor or any modification, change, or alteration of the Equipment or Covered Component, except as directed in writing by Lennox;

f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by Lennox;

g - Use of accessories or additives that have not been approved by Lennox that are installed on or in the Equipment;

h - Operation of a system without the required filter drier. The filter drier must be replaced anytime the refrigerant circuit has been opened;

i - Use of contaminated or alternate refrigerant;

j - Operation of furnace with continuous return air temperature of less than 60ºF (or 55ºF when furnace is operated overnight in setback mode);

k - Damage caused by frozen or broken water pipes;

l - Operation of a furnace field-installed downstream from a cooling coil;

m - Transit, delivery, packing, unpacking, assembly, installation, or removal;

n - Using or operating Equipment or other components thereof in a manner that is inconsistent with either its design or the way the manufacturer intended it to be used.

7 - This Basic Limited Warranty does not apply to cosmetic defects or damages or failures of non-operational components that do not materially inhibit the Equipment's proper operation and performance.

8 - Replacement Components will not be provided under this Basic Limited Warranty for Equipment where the serial or model number plate is removed, defaced, or made illegible.

9 - This Basic Limited Warranty does not apply to any repairs, services, or alterations needed to meet compliance with or changes in federal, state, or local codes or regulations.

10 - This Basic Limited Warranty does not apply to, nor is any warranty offered by Lennox for, any Equipment or Covered Components that have been stolen or have been ordered over the Internet, by telephone, or other electronic means, unless the dealer or licensed HVAC installer selling the Equipment or Covered Components over the Internet, by telephone, or other electronic mean, is also the installing contractor or a Lennox authorized on-line reseller selling the Equipment or Covered Components over the Internet, by telephone, or other electronic means, sells to a licensed professional HVAC installer or licensed HVAC contractor.

11 - Lennox will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat. This Basic Limited Warranty also does not cover lodging expenses.

12 - Lennox shall not be responsible for any default or delay in performance under this Basic Limited Warranty caused by any factor or contingency outside of its control.

This Basic Limited Warranty gives the Owner specific legal rights, as described herein, and the Owner may have other rights which vary by state.

DISPUTE RESOLUTION

NOTE - PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

Some jurisdictions do not allow mandatory arbitration provisions or class action waivers. In such jurisdictions, the provisions (or, as applicable, portions thereof) not permitted under the jurisdiction's laws do not apply, but all permissible provisions shall apply. The Owner may have other rights that may vary by jurisdiction.

INDIVIDUAL ARBITRATION NOTICE: BY PURCHASING EQUIPMENT, REGISTERING THE EQUIPMENT OR MAKING A CLAIM UNDER THIS BASIC LIMITED WARRANTY, THE OWNER IS AGREEING THAT ALL DISPUTES BETWEEN THE OWNER AND LENNOX SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AS MORE FULLY OUTLINED BELOW.

1 - **Contact Lennox:** Please report any Dispute (defined in items 1 and 2 on page 5) to:

Lennox Industries Inc.
ATTN: Consumer Affairs
P.O. Box 799900
Dallas, TX 75379-9900

2 - **Mandatory Arbitration: Both the Owner and Lennox agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, the Owner or Lennox may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.**

Both the Owner and Lennox 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 is subject to limited review by courts. However, the arbitrator must follow the law and subject to the terms herein, can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the type, scope, or amount of relief allowed by applicable law. The arbitration will be conducted in the county of the Owner's residence or other mutually agreed location. For claims of $50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over $50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Basic Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. Except as expressly stated in Paragraph 2a, a court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Basic Limited Warranty. The requirement to arbitrate shall be broadly interpreted.

a - **Arbitration Class Action Waiver (for all states other than California):** The Owner and Lennox agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless the Owner and Lennox agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between the Owner and Lennox. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Lennox 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 regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

Arbitration Class Action Waiver (for California): The Owner and Lennox agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that the Owner shall be permitted to seek and obtain public injunctive relief in arbitration. Unless the Owner and Lennox agree otherwise in writing, the arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between the Owner and Lennox. The arbitrator may award monetary 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 monetary 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 other than a dispute over whether this Arbitration Class Action Waiver is enforceable under McGill v. Citibank, N.A., 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an arbitrator). 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. If an arbitrator deciding the McGill issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

b - **Agency Proceedings:** This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Lennox on the Owner's behalf.

c - **Fees and Costs:** If the Owner's total damage claims in an arbitration are $25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant Lennox its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Lennox will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants Lennox to advance the Arbitration Costs for a Small Arbitration Claim before filing, Lennox will do so at the Owner's written request which must be sent to Lennox at the address in paragraph 1. In a Small Arbitration Claim case, Lennox agrees that the Owner 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 the Owner's total damage claim in an arbitration exceeds $25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and Lennox (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Lennox will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the laws of a specific jurisdiction do not permit the terms contained within this Paragraph 2(c), then this Paragraph 2(c) shall not apply to Owners who reside in that jurisdiction. Further, in the event that the laws of a jurisdiction require Lennox to be responsible for any arbitration fees, costs, or expenses, Lennox shall comply with such jurisdiction's laws.

d - **Mass Arbitration (for residents outside of California only):** A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in subpart (c) above, Lennox shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to only those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by subpart 2(c) and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this subpart 2(d). Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart (d) unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year. In the event that a jurisdiction prohibits any of the terms contained in this Mass Arbitration provision, then this Mass Arbitration provision shall not apply to Owners who reside in that jurisdiction.

e - **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION PROVIDING WRITTEN NOTICE ("THE OPT-OUT NOTICE") TO LENNOX** that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner). The Opt-Out Notice must be mailed to Lennox at:

Lennox Industries Inc.
ATTN: Consumer Affairs
P.O. Box 799900
Dallas, TX 75379-9900

The Opt–Out Notice must state (i) the Owner's name and address, and that the Owner opts out of arbitration, (ii) the date that the Owner purchased the Equipment (if the original owner) or the premises where the Equipment was originally installed (in the case of a subsequent owner), (iii) the Equipment's model name and number, (iv) the Equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner 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. Opting out

of arbitration will not affect this Basic Limited Warranty, and the Owner will continue to enjoy the benefits of this Basic Limited Warranty if the Owner opts out of arbitration.

Any Opt-Out Notice received after the opt out deadline will not be valid.

3 - **Non-Arbitration Class Action and Jury Waiver:** If for any reason any Dispute proceeds in court rather than arbitration, the Owner and Lennox waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither the Owner nor Lennox may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding; provided, however, that in California an individual can seek and obtain public injunctive relief.

4 - **Severability:** If any provision of this Basic Limited Warranty shall be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, 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 paragraph 2(a), the clause in paragraph 2(a) shall govern. For the avoidance of doubt, the severability clause shall not be used in a manner that permits the Owner to bring a class or collective action.

5 - Survival: All terms under the (i) Limitation of Liability, Disclaimer of Warranties and Responsibility for Damages; (ii) Exclusions;, and (iii) Dispute Resolution sections shall survive the expiration and termination of this Basic Limited Warranty.

DEFINITIONS

In addition to the terms defined above, the following definitions will apply to this Basic Limited Warranty:

1 - The terms “Dispute” and “Disputes” will be broadly interpreted to include any claims, causes of action, disagreements, or controversies that the Owner and Lennox had, have, or may have against each other, whether based in contract or tort (including negligence) or on a statute or regulation or any other legal theory, including, without limitation, all claims, causes of action disagreements, or controversies related in any way to or arising in any way out of:

- a - the Equipment and Covered Components covered by this Basic Limited Warranty;
- b - any other Lennox equipment, component, or service;
- c - any Lennox advertising, representation, or marketing;
- d - any contract, warranty, or other agreement the Owner had or in the future has with Lennox;
- e - any Lennox billing or other policy or practice;
- f - any action or inaction by any Lennox officer, director, employee, agent, or other representative relating to any Lennox equipment, component, marketing, representation, or service;
- g - any claims the Owner brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to, or in any way arise out of any Lennox equipment, component, marketing, representation, or service;
- h - any claims Lennox brings against the Owner; and
- i - any aspect of the relationship between the Owner and Lennox.

2 - “Dispute” and “Disputes” includes claims, causes of action, disagreements, or controversies that arose at any time, including before this Basic Limited Warranty became operative and after this Basic Limited Warranty is terminated.

3 - “Lennox” refers to Lennox International Inc., and Lennox Industries Inc., as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.

4 - “Basic Limited Warranty” refers to this document.

5 - “Owner” refers to (i) the person or entity that originally purchased the Equipment from a Lennox dealer or other licensed professional HVAC contractor; and (ii) (excluding leased equipment) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the Equipment is originally installed.

EQUIPMENT INFORMATION

NOTE TO CUSTOMER

Please complete information below and retain this warranty for records and future reference. As well, retain proof of commissioning documentation from the installer.

Unit Model Number:_____

Serial Number:_____

Installing Contractor: _____

Installation Date: _____ Phone: _____

P.O. Box 799900, Dallas, TX 75379-9900

©2025 Lennox Industries Inc. FORM W900002-02 8/1/2025
Supersedes W900002-01 5/1/2025

0825
W900002-02