

# QUALITY CARE PROGRAM EQUIPMENT 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 limited warranty.**

### LIMITED WARRANTY

Subject to the terms below, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

| Equipment Type   | Model Number   |
|--|--|
| Oil Furnaces   | LG14   |
| Unit Heaters/<br>Duct Heaters                            | LD24 (all units), LF24, and TUA (100,000 to 400,000 btuh units)<br>LF25, and LS25 (125,000 to 400,000 btuh units)            |
| Air Handlers   | ELA, BCE7E, ELXA   |
| Air Conditioners<br>(3 Phase)                            | 4SCU13LC, ELS, ELXC, ML14XC1, TSA  |
| Heat Pumps<br>(3 Phase)                                  | ELP, ELXP, ML14XP1, TPA  |
| Packaged Units<br>(3 Phase)                              | KCA, KCB, KCC, KDB, KGA, KGB, KGC, KHA, KHB, KHC, LRP14(3 Phase), QCA, QGA, QHA, ZCA, ZCB, ZCC, ZGA, ZGB, ZGC, ZHA, ZHB, ZHC |
| Electric Heat<br>Sections                                | AECB29, CHK, ECH16, EH17, ECH24, T1EH, Z1EH  |
| Controls/<br>Thermostats<br>(Commercial<br>applications) | CS3000, CS7500, CS8500, LCS-5030<br>LCS-7030, Wireless Repeater  |
| Accessories  | High-performance economizers,<br>Variable-frequency drives (inverters)   |

This Limited Warranty covers repair components only. It does NOT cover cabinets, cabinet pieces, unit accessories, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, or components such as air filters that must be replaced as part of a regular maintenance program.

#### Warranty Period:

The 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 months after the date of manufacture. Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture.*

Notwithstanding the above, when Equipment is installed in a newly constructed home, the Warranty Period begins on the date of purchase from the builder. Proof of closing may be required.

**NOTE - The installation of replacement components under this Limited Warranty does not extend the Warranty Period.**

### ONE-YEAR WARRANTY

#### All Applications

The covered components in the Equipment are warranted by the Manufacturer for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used for personal, family or household purpose. A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including all applications that are not for personal, family or household purposes.

**NOTE - One-year coverage applies to all listed Equipment, with the exception of 4SCU13LC, BCE7E, ELA, ELP, ELS, TPA and TSA Equipment installed in Residential Applications and the CS7500 & CS8500 Commercial thermostats, LCS-5030, LCS-7030 and Wireless Repeater installed in all applications.**

### TWO-YEAR WARRANTY

#### CS7500 & CS8500 Commercial Thermostats, LCS-5030, LCS-7030, and Wireless Repeater - All Applications

The CS7500 and CS8500 Commercial Thermostats, the LCS-5030, LCS-7030, and Wireless Repeater are warranted by the Manufacturer for a period of two (2) years when installed in all applications.

**NOTE - Two (2) year coverage applies ONLY to the CS7500, CS8500 Commercial thermostats, LCS-5030, LCS-7030, and the Wireless Repeater.**

### FIVE-YEAR WARRANTY

#### 4SCU13LC, BCE7E, ELA, ELP, ELS, ELXA, ELXC, ELXP, ML14XC1, ML14XP1, TPA and TSA Equipment - Residential Applications

The covered components in the Equipment are warranted by the Manufacturer for a period of five (5) years when installed in a "Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used for personal, family or household purposes.

**NOTE - Five (5) year coverage applies ONLY to 4SCU13LC, BCE7E, ELA, ELP, ELS, ELXA, ELXC, ELXP, ML14XC1, ML14XP1, TPA and TSA Equipment installed in Residential Applications.**

### FIVE-YEAR WARRANTY

#### High-Performance Economizers and Variable-Frequency Drives (Inverters) — All Applications

High-performance economizers and variable-frequency drives (inverters) are warranted by the Manufacturer for a period of five (5) years when installed in all applications.

**NOTE - Five (5) year coverage applies ONLY to the high-perfor-**

**mance economizers and variable-frequency drives (inverters).**

**EXTENDED WARRANTY PERIOD**

**Heat Exchangers, Burners, Unit Controllers, All-Aluminum Condenser Coils and Compressors**

Notwithstanding the above, certain covered components in Equipment are warranted by the Manufacturer for the following extended periods:

| Equipment Model Number  | Warranty Period for Heat Exchanger Only |
|---|---|
| KGA, KGB, KGC, LF24, LF25, LRP14(3 Phase), LS25, QGA, TUA, ZGA, ZGB, ZGC with Aluminized Heat Exchanger | Ten (10) years — All applications       |
| KDB, KGA, KGB, KGC, LF24, LF25, LS25, TUA, ZGA, ZGB, ZGC with Stainless Steel Heat Exchanger            | Fifteen (15) years — All applications   |
| LD24 with Aluminized Heat Exchanger   | Two (2) years — All applications        |
| LD24 with Stainless Steel Heat Exchanger  | Five (5) years — All applications       |
| LG14  | Five (5) years — All applications       |

| Equipment Model Number | Warranty Period for Burners Only   |
|------------------------|------------------------------------|
| LG14                   | Three (3) years — All applications |

| Equipment Model Number                                     | Warranty Period for All-Aluminum Condenser Coils Only |
|--|---|
| KCA, KCB, KCC, KGA, KGB, KGC, ZCA, ZCB, ZCC, ZGA, ZGB, ZGC | Three (3) years — All applications                    |

| Equipment Model Number   | Warranty Period for Compressor Only |
|--|-------------------------------------|
| 4SCU13LC, ELS, ELP, KCA, KCB, KCC, KDB, KGA, KGB, KGC, KHA, KHB, KHC, LRP14(3 Phase), ML14XC1, ML14XP1, QCA, QGA, QHA, TSA, TPA, ZCA, ZCB, ZCC, ZGA, ZGB, ZGC, ZHA, ZHB, ZHC | Five (5) years — All applications   |

**WARRANTY COVERAGE**

If, during the Warranty Period, a component in the Equipment fails because of a manufacturing defect, the Manufacturer will provide a replacement component to the Owner through a licensed professional HVAC contractor. The Owner will be responsible for all shipping, freight and handling charges, as well as all fees and costs associated with the warranty service, including, but not limited to, all labor and other costs involved in diagnostic calls or in removing, repairing, servicing or replacing any component. The Manufacturer's sole responsibility under this Limited Warranty is to provide a replacement component as set forth above. In the event that any component covered by this Limited Warranty is no longer available, the Manufacturer will, at its option, provide a substitute component or allow the Owner to purchase equivalent equipment at a reduced price of 20 percent off the list price in effect on the date of the failure.

Both the Manufacturer and the Owner of the Equipment are bound by this Limited warranty.

**MAKING A WARRANTY CLAIM**

To make a warranty claim, the Owner must contact a licensed professional HVAC contractor. The Owner may also contact the Manufacturer listed on the unit nameplate:

|   |   |
|---|---|
| Lennox Industries Inc.<br>P.O. Box 799900<br>Dallas, TX 75379-9900<br>1-800-9LENNOX | Allied Air Enterprises<br>215 Metropolitan Drive<br>West Columbia, SC 29170<br>1-800-448-5872 |
|---|---|

When warranty coverage is requested, the Owner must provide, and the service provider 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; and
- 4 - An accurate description of the problem.

**NOTE - Proof of prior maintenance and purchase may also be required.**

**EXCLUSIONS**

The following limitations and exclusions apply to this Limited Warranty:

- 1 - Replacement components will not be provided under this Limited Warranty unless the Equipment containing the defective component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with the installation, operation and maintenance instructions, which are provided with the Equipment or available by contacting the Manufacturer.
- 2 - Replacement components will not be provided under this Limited Warranty if the Equipment containing the defective component is moved after its initial installation.
- 3 - Replacement components will not be provided under this Limited Warranty unless all repairs of the Equipment containing the defective component are made by a licensed professional HVAC installer or licensed HVAC contractor using Manufacturer-specified service components.
- 4 - This warranty does not cover units that do not meet and/or are installed in violation of regional government standards or other government requirements.
- 5 - This Limited Warranty does not cover damage or defect resulting from:
  - a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes or earthquakes;
  - b - Mold;
  - 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 or chemicals);
  - d - Accident, misuse, neglect or unreasonable use or operation of the Equipment or 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 - Modification, change or alteration of the Equipment or component, except as directed in writing by the Manufacturer;
  - f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by the Manufacturer;
  - g - Use of accessories or additives that have not been approved by the Manufacturer that are installed on or in the Equipment;
  - h - Operation of a system containing R410A refrigerant without the required filter drier. (All systems containing R410A refrigerant must include a filter drier. The filter drier must be replaced when compressor replacement is necessary);
  - i - Use of contaminated or alternate refrigerant;
  - j - Operation of packaged gas/electric units (equipped with

aluminized heat exchanger) with mixed air temperatures of less than 45°F (7°C);

- k - Damage caused by frozen or broken water pipes; and
  - l - Operation of a furnace field-installed downstream from a cooling coil.
- 6 - This Limited Warranty does not apply to, nor is any warranty offered by the Manufacturer for, any Equipment or 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 components over the internet, by telephone or other electronic means, is also the installing contractor.
- 7 - **Lennox makes no express warranties other than the warranty specified herein. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are excluded to the extent legally permissible. Liability for incidental, consequential, indirect, special and/or punitive damages is excluded, including, but not limited to, lost profits, loss of use, higher utility costs or property damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions may not apply to the Owner.**
- 8 - **The Manufacturer 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 Limited Warranty does not cover lodging expenses.**
- 9 - The Manufacturer shall not be responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

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

#### **DISPUTE RESOLUTION**

**NOTE - Please read this section carefully as it affects your rights and the resolution of Disputes.**

- 1 - **Contact the Manufacturer:** Please report any Dispute (defined in items 1 and 2 on page 4) to the Manufacturer listed on the unit nameplate:

|                        |                         |
|------------------------|-------------------------|
| Lennox Industries Inc. | Allied Air Enterprises  |
| P.O. Box 799900        | 215 Metropolitan Drive  |
| Dallas, TX 75379-9900  | West Columbia, SC 29170 |
| 1-800-9LENNOX          | 1-800-448-5872          |

- 2 - **Mandatory Arbitration: Both the Owner and the Manufacturer agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, the Owner or the Manufacturer 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 the Manufacturer 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 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 relief allowed by applicable law. The arbitration will be conducted in the county of

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](http://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 the Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. A court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate will be broadly interpreted.

- a - **Arbitration Class Action Waiver:** The Owner and the Manufacturer 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 the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Owner and the Manufacturer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between the Manufacturer 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.

- 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 the Manufacturer 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 the Manufacturer 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, the Manufacturer 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 the Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, the Manufacturer will do so at the Owner's written request which must be sent to the Manufacturer at the address in paragraph 1.

In a Small Arbitration Claim case, the Manufacturer 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 the Manufacturer (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, the Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

- d - **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE (THE "OPT-OUT NOTICE") TO THE MANUFACTURER** 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 the Manufacturer listed on the unit nameplate:

|   |   |
|---|---|
| Lennox Industries Inc.<br>P.O. Box 799900<br>Dallas, TX 75379-9900<br>1-800-9LENNOX | Allied Air Enterprises<br>215 Metropolitan Drive<br>West Columbia, SC 29170<br>1-800-448-5872 |
|---|---|

The Opt-Out Notice must state (i) the Owner's name and address, (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 the Limited Warranty, and the Owner will continue to enjoy the benefits of the 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 the Manufacturer waive any right to a jury trial, the Dispute will proceed solely on an individual, non-class, non-representative basis and neither the Owner nor the Manufacturer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding.
- 4 - **Severability:** The Owner and the Manufacturer agree that, with the exception of any of the provisions in paragraph 2(a) ("Arbitration Class Action Waiver"), if an arbitrator or court decides that any part of this Dispute Resolution section is invalid or unenforceable, the other parts of this Dispute Resolution section shall still apply. If paragraph 2(a) is found to be invalid or unenforceable thereby rendering all of paragraph 2 of the Dispute Resolution section null and void, paragraph 3 of that section shall survive and remain in full force and effect.

**DEFINITIONS**

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

- 1 - The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements or controversies that the Owner and the Manufacturer 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 related in any way to or arising in any way out of:

- a - the Equipment and components covered by this Limited Warranty;
  - b - any other equipment, component or service produced by the Manufacturer;
  - c - any advertising, representation or marketing produced by the Manufacturer;
  - d - any contract, warranty, or other agreement the Owner had or has with the Manufacturer;
  - e - any billing or other policy or practice produced by the Manufacturer;
  - f - any action or inaction by any officer, director, employee, agent, or other representative of the Manufacturer relating to any equipment, component, marketing, representation or service provided by the Manufacturer;
  - 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 equipment, component, marketing, representation or service provided by the Manufacturer;
  - h - any claims the Manufacturer brings against the Owner; and
  - i - any aspect of the relationship between the Owner and the Manufacturer.
- 2 - "Dispute" and "Disputes" includes claims, disagreements or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.
  - 3 - The "Manufacturer" refers to the Manufacturer listed on the Equipment nameplate, as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
  - 4 - "Limited Warranty" refers to this document.
  - 5 - "Owner" refers to (i) the person or entity that originally purchased the Equipment from a licensed professional HVAC contractor and (ii) 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

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