



## Extended Warranty Terms and Conditions

"Trane" shall mean Trane U.S. Inc. for warranty coverage in the United States and Trane Canada ULC for warranty coverage in Canada.

**Commencement & Warranty Period.** "First Year Period" means the earlier of: (i) one year after the commencement of the Original Limited Equipment Warranty or (ii) 18 months after shipment of the equipment. If a "1st Year" (as set forth in the certificate above) Extended Limited Warranty is purchased, then such warranty runs concurrent with the First Year Period. Second year Extended Limited Warranties, including month-option warranties, commence at the end of the First Year Period. Subsequent Extended Limited Warranty periods commence at the end of the prior warranty period and run for the term purchased (e.g., a 6-10th compressor parts warranty commences at the expiration of the fifth year warranty period). Maximum dollar labor warranties commence with the Original Limited Equipment Warranty and run for the period purchased. No liability whatsoever shall attach to Trane until the Equipment and the Extended Limited Warranty have been paid for.

If a Delayed Startup Limited Warranty is purchased, the commencement date for an Extended Limited Warranty is shifted to accommodate a startup that occurs more than 6 months after shipment. Refer to Extended Warranties Product Catalog (literature number SRV-PRC009\*-EN) for explanation of Delayed Startup coverage.

**Warranty Coverage.** This Extended Limited Warranty applies only in the event of failure of the Equipment due to defects in material and manufacture or failure to meet the capacities and ratings set forth in Trane's catalogs and bulletins.

If parts warranty coverage is purchased:

1. Trane's obligations and liabilities during the Warranty Term are limited to furnishing Trane provided replacement parts, f.o.b. factory or warehouse, standard ground freight-allowed to Trane's warranty agent's stock location, for all non-conforming Trane-manufactured components (that have been returned by Customer to Trane), as set forth below and in accordance with the Extended Warranties Product Catalog in effect as of the date of this Certificate;
2. Returns must have prior written approval by Trane and are subject to restocking charge where applicable;
3. Replacement parts do not extend the duration of the warranty; and
4. Parts used for any repairs made will be those selected by Trane and available through the Trane parts distribution system as suitable for the repair and may be parts not manufactured by Trane.

If labor/labour warranty coverage is purchased:

1. Trane will provide the labor/labour required to repair or replace the defective Equipment in accordance with the Extended Warranties Product Catalog in effect as of the date of this Certificate;
2. All labor/labour must be performed by the Trane affiliated commercial service agent in Customer's area;

3. Under Trane's Light Commercial Unitary, Trane's Mini-Split, and Trane's Light Commercial Package Rooftop Air Conditioner warranty programs the warranty repairs may be performed by any qualified servicer and the servicer must comply with Trane's terms and conditions as detailed in the corresponding product catalogs (WAR-SVW01\*-EN, MS-SVW002\*-EN, and EW-SVW001\*-EN).
4. Warranty work to be performed under the Max \$ Labor Warranty on service compressors purchased through a Trane HVAC Supply store may be performed by any qualified servicer; and
5. Labor/Labour is furnished during regular Trane business hours only and excludes, among other things, unusual equipment access problems and crane charges (except to the extent a crane allowance is expressly included by Trane for the particular unit).

**Transfer of Equipment.** An Extended Limited Warranty will remain in force upon sale and transfer of ownership of the Equipment as long as the Equipment is at all times located in the U.S. or Canada and the Equipment is installed in a fixed geographic location. If the Equipment is moved from its original installed fixed geographic location, the Extended Limited Warranty will terminate. No refunds will be issued for this Extended Limited Warranty except as provided herein.

**Exclusions.** This Extended Limited Warranty shall not apply to any Equipment that has been repaired, altered, or moved from the original installed fixed geographic location in such a manner that, in the judgment of Trane, affects its stability or reliability. This Extended Limited Warranty does not cover software (including "bug" fixes), corrosion, erosion, deterioration, units used in a mobile application, or damage due to accident, abuse or external causes, or freezing. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed before commencement of the Extended Limited Warranty ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of the Equipment, building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Trane also is not responsible for or liable for any claims, damages, losses, or expenses, suffered by the Customer in any way connected with, relating to, or arising from work done by or services provided by individuals or entities that are not employed, authorized, or hired by Trane.

**Customer Responsibilities.** Customer shall: (a) notify Trane of the claim no later than seven (7) calendar days from the date the claim arose; (b) Customer must permit warranty work or replacement to occur within sixty (60) calendar days from the date the claim arose, unless otherwise agreed in writing by Trane; (c) maintain the Equipment in accordance with Trane literature and instructions and shall make records of said maintenance available to Trane upon request; (d) provide Trane reasonable and safe access to the Equipment and areas where Trane is to work; and (e) reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the coverage of, or otherwise excluded from, this Extended Limited Warranty and such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials.

**Obtaining Warranty Services.** To obtain warranty service, contact your local Trane office. If you need assistance, please visit the Trane website at [www.trane.com/commercial](http://www.trane.com/commercial).

**Limitation of Liability and Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, BUSINESS INTERRUPTION, COST OF RENTAL EQUIPMENT, LOST DATA, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES) OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STATUTE, STRICT LIABILITY, OR PRODUCT LIABILITY.**

**THE REMEDIES SET FORTH IN THE EXTENDED LIMITED WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY TRANE TO CUSTOMER UNDER AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM THE COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**Termination.** If Trane terminates the Extended Limited Warranty, Trane will provide written notice to the Customer's last-known address contained in Trane's records at least fifteen (15) days prior to the effective date of the termination. The notice will state the effective date and reason for termination. Prior notice is not required if the reason for termination is nonpayment of the price for the Extended Limited Warranty, a material misrepresentation, or a substantial breach of duties by Customer relating to the Equipment or its use.

**Cancellation by Customer.** Except as provided below with respect to Customers in Hawaii, Maryland, Massachusetts, New York, and Oregon, cancellation and refunds will be determined at the discretion of Trane. Cancellation fees may apply.

**The following provision applies only to Extended Limited Warranties sold to Customer in Hawaii, Maryland, Massachusetts, New York, and Oregon:**

**Cancellation by Customer; Refund.** If Customer cancels the Extended Limited Warranty within (a) thirty (30) days of the date this document was made available to Customer, or (b) twenty (20) days of the date this document was delivered to Customer, if it was delivered at the time of sale, and if no claim has been made under the Extended Limited Warranty, the Extended Limited Warranty will be void and Trane will refund to Customer, or credit Customer's account, the full purchase price of the Extended Limited Warranty that is cancelled. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Extended Limited Warranty to Trane. Customer's right to cancel this Extended Limited Warranty only applies to the original owner of the Extended Limited Warranty and only if no claim has been made under the Extended Limited Warranty prior to its return to Trane. Customer will not be entitled to any refunds beyond the dates identified in this paragraph.