

In this Extended Warranty, the terms "we," "us," "our," and "Obligor" individually and collectively refer to: (1) American Standard Warranty Company (ASWC) in states or jurisdictions where it is the Obligor; (2) National Product Care Company (NPCC) in states or jurisdictions where it is the Obligor. See paragraph I. for a listing of states or jurisdictions in which each company is the Obligor under this Extended Warranty. The "administrator" for all Obligor is ASWC. The terms "you," "your," and "Equipment Owner" refer to the purchaser of this Extended Warranty and any transferee (if such transfer is in accordance with paragraph F.2 of this Extended Warranty).

A. CONDITIONS AND LIMITATIONS:

1. This Extended Warranty sets forth the entire agreement between the Obligor and the Equipment Owner and cannot be changed without written approval from the Obligor. Representations and promises not set forth in this document are not part of this Extended Warranty.
2. This Extended Warranty is automatically terminated if the equipment is removed from the address identified on the face of this document, unless removed and reinstalled at the new location by an approved Trane dealer who certifies that the removal and reinstallation were done properly.
3. This Extended Warranty is automatically terminated if the equipment is repaired by a servicer not approved by ASWC.
4. We reserve the right to select the servicer to perform any repairs called for under this Extended Warranty.
5. Any material and/or work beyond that covered by the terms of this Extended Warranty will be furnished at the Equipment Owner's expense.
6. At the discretion of ASWC, new, non-original manufacturer or remanufactured parts may be used in performing any repairs.
7. There is no per claim deductible amount for which Equipment Owners are responsible.
8. The purchase of this Extended Warranty is not required to obtain financing for the product.
9. The purchase of this Extended Warranty is not mandatory and may be waived.
10. **OBLIGOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN RENDERING REPAIRS BY THE TERMS OF THIS EXTENDED WARRANTY, AND IN NO EVENT WILL OBLIGOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EXCEPT AS EXPRESSLY AUTHORIZED BY THE OPERATION OF APPLICABLE LAW.**
11. Subject to the terms and conditions of this Extended Warranty and applicable law, this Extended Warranty may be assigned by us.

B. WHAT IS COVERED:

Obligor, through the administrator, will pay on your behalf the cost of labor and/or repair or replacement of the internal components of the covered piece of equipment listed and subject to the product coverage on the reverse side of this Extended Warranty. Parts will be replaced with those of like kind and quality, and may be new, non-original manufacturer or remanufactured. If the equipment cannot be repaired, if the cost to repair the product exceeds the original equipment purchase price, or if parts are not available due to the age of the equipment or being discontinued by the manufacturer, the equipment will be replaced with equipment of equal features (the "Replacement Equipment").

C. WHAT IS NOT COVERED:

1. Routine maintenance or any repairs which are made necessary because routine maintenance was not performed by the Equipment Owner.
2. Premium labor charges or "over-time" charges charged by the servicer for repairs made during other than the servicer's normal hours.
3. Air filters, drain lines, condensate pumps, refrigerant lines, ducts, electrical wiring external to the equipment or any other equipment not listed on the face of this Extended Warranty.
4. ASWC will not reimburse you or repair damage to correct failures or malfunctions that are not considered manufacturing defects, such as damage or malfunctions resulting from fire, water or flood, storms, wind, lightning, earthquake, faulty power supply, theft, riot, misuse, abuse, accidents, acts of God, or the improper selection, installation, or application of the equipment, corrosive atmosphere, or other perils not related to defects in workmanship and materials of the covered equipment.
5. Repairs to alter the equipment to meet changes in Federal, State or local codes or regulations.
6. Freight on parts.
7. Any work performed by any servicer not approved by ASWC.
8. Repairs to equipment installed in establishments with corrosive atmospheres, including but not limited to, dry cleaners, beauty shops, and printing facilities.
9. Any repair required on a compressor bearing unit in which the age of the equipment exceeds ten (10) years.
10. Appearance: Features, aesthetics, paint and cabinet parts, knobs and buttons, including but not limited to, rust or corrosion.
11. Items normally designed to be periodically replaced by the Equipment Owner during equipment life such as filters and parts or repairs due to normal wear and tear.
12. Pre-existing conditions.
13. Non-Trane manufactured parts included with the equipment at the initial installation of the equipment, unless such parts are specifically identified on the face of this Extended Warranty.

D. LIMIT OF LIABILITY:

The limit of liability for any claim under this Extended Warranty is the cost to repair or replace your covered equipment in accordance with the terms and conditions of this Extended Warranty, not to exceed the purchase price of the Replacement Equipment.

E. EQUIPMENT OWNER'S RESPONSIBILITY:

The following are entirely the responsibility of the Equipment Owner:

1. All service and repairs not covered by this Extended Warranty.
2. **To operate the equipment in accordance with the manufacturer's instructions and to perform routine maintenance and any special maintenance listed in the owner's manual. Routine maintenance includes the cleaning of the condensate drain, the condenser, the evaporator coil, the cleaning and replacing of air filters and other items as listed in the owner's manual.**
3. To provide the servicer free access to the equipment and controls.
4. To move any stock, fixtures, or partitions to facilitate the servicer's work.

F. EQUIPMENT OWNER'S OPTIONS:

1. **SERVICER:** The "SERVICER" on the face of this Extended Warranty has been approved to repair your equipment. You have the option to change the servicer anytime during the duration of your Extended Warranty. Call ASWC at (800)554-6413 or email us at extended-warranty@tyler.trane.com where you will be given the procedure to change your servicer. A reproduction of your Extended Warranty will be sent to you and your new servicer within a few days showing a change to the "SERVICER."
2. **TRANSFER:** The remaining duration of your Extended Warranty may be transferred to the new owner should you sell your property. To transfer your Extended Warranty, mail a written request (identifying the successor owner), the Equipment Owner's original Extended Warranty document, and a transfer fee of \$25.00 (payable by check or money order) to:

ASWC • PO Box 9035, Tyler, Texas 75711-9035

A reproduction of this Extended Warranty will be sent to the successor owner and servicer within a few days showing the Extended Warranty registered in their name(s).

3. **A. CANCELLATION BY THE ORIGINAL PURCHASER OF EXTENDED WARRANTY:** This Extended Warranty may be cancelled only by the original purchaser. The original purchaser may cancel this Extended Warranty for any reason at any time. To cancel, the original purchaser of this Extended Warranty must submit written notice, including the original Extended Warranty, to the above address.

B. CANCELLATION BY THE OBLIGOR: The Obligor may cancel this Extended Warranty, with respect to both original purchasers or any transferees, only for the following reasons: (1) if a scheduled payment is not received by the Obligor; (2) any material misrepresentations or substantial breach of the duties under this Extended Warranty; or (3) any material changes occurring to the nature or scope of the service required under this Extended Warranty such that the service required to be provided has substantially and materially increased beyond that contemplated as of the date of original purchase of this Extended Warranty. The cancellation of this Extended Warranty under this subparagraph is not effective until 30 days after the notice of cancellation is mailed to the original purchaser.

C. REFUNDS: If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor within seventy (70) days after it is received by the original purchaser, the Obligor will refund the price paid less the cost of any claims incurred during the first seventy (70) days. If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor thereafter, the original purchaser will receive a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less), and less the cost of any claims. A 10% penalty per month shall be applied to refunds not paid within 30 days of the return of the original Extended Warranty to ASWC.

G. HOW TO OBTAIN SERVICE:

1. When repairs are required, review your Extended Warranty. If you feel that the repairs will be covered by your Extended Warranty, call the servicer identified as the "SERVICER" on the face of this Extended Warranty. Explain that your equipment needs repair and is covered by this Extended Warranty. Give the servicer the model and Extended Warranty numbers located in the top right hand corner of this Extended Warranty. The servicer will repair your equipment and be paid by ASWC for services performed based on the terms and conditions of this Extended Warranty.
2. If the servicer called is unable to perform service on your equipment, call ASWC at (800) 554-6413. If you are unable to reach ASWC, consult www.trane.com or your Yellow Pages and look for servicers listed under the Trane trademark. Let any servicer you call know that the service call may be covered under this Extended Warranty before service is performed.
3. Failure to follow these procedures may void payment on the repairs.

H. ENTIRE AGREEMENT:

This is the entire service agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.

I. OBLIGOR:

The Obligor of this Extended Warranty shall be determined by the equipment location address on file with ASWC. The Obligor is as follows:

1. ASWC, PO Box 9035, Tyler, Texas 75711-9035, (800) 554-6413, shall be the Obligor in AL, CA, IL, KY, MD, NV, NH, NY, NM, NC, SC, TX, VT, WI, and WA.
2. NPCC, 1000 North Milwaukee Avenue, Glenview, Illinois 60025, (800) 209-6206, shall be the Obligor in HI, OK, AND WY.

J. OBLIGATIONS OF OBLIGOR:

1. The obligations of American Standard Warranty Company in its capacity as Obligor are backed by the full faith and credit of American Standard Warranty Company.
2. The obligations of NPCC in their capacity as Obligor under this Extended Warranty are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc., 1000 North Milwaukee Avenue, Glenview, Illinois 60025, (800) 209-6206.

K. RENEWAL:

No party is obligated to renew this Extended Warranty. Prices, conditions and limitations of this Extended Warranty may change upon renewal. By purchasing this Extended Warranty, you agree that you may be called or sent written information regarding renewals and upgrade plans.

L. NEVADA CUSTOMERS:

If a request for cancellation of this Extended Warranty is made by the original purchaser within seventy (70) days after it is received by such original purchaser and no claim has been made, the full purchase price of the Extended Warranty will be refunded. If a claim has been made under this Extended Warranty or if the request for cancellation is beyond seventy (70) days, the original purchaser will be entitled to a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less). No deductions for claims or repair services will be made to the refund. If the Obligor cancels this Extended Warranty, the original purchaser will not be charged a cancellation fee and no deductions for claims or repair services will be made to the refund. In case of an emergency, service will be initiated within 24 hours of your request for service.

M. OKLAHOMA CUSTOMERS:

In the event this Extended Warranty is cancelled by the original purchaser, return of the purchase price will equal 90% of the unearned premium calculated on a pro rata basis. In the event this Extended Warranty is cancelled by the Obligor, return of the purchase price will equal 100% of the unearned premium calculated on a pro rata basis with no deductions for previous claim payments (made during the term of this Extended Warranty) and without imposing cancellation fees. **This Extended Warranty is not issued by the manufacturer or wholesale company marketing the covered equipment. This Extended Warranty will not be honored by such manufacturer or wholesale company.**

N. SOUTH CAROLINA CUSTOMERS:

If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.

O. WISCONSIN CUSTOMERS:

THIS EXTENDED WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor within seventy (70) days after it is received by the original purchaser, the Obligor will refund the price paid. If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor thereafter, the original purchaser will receive a prorated refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less). In no case will we deduct claim payments, if any, from your refund.

P. WYOMING CUSTOMERS:

In the state of Wyoming, "Extended Warranty" mentioned herein is replaced by "Service Contract". This agreement is subject to regulation by the office of the Commissioner of Insurance of the State of Wyoming.

Q. TEXAS CUSTOMERS:

Unresolved complaints concerning ASWC or questions concerning the regulation of service contract providers may be addressed to: TX Department of Licensing & Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

American Standard Warranty Company • PO Box 9035, Tyler, Texas 75711-9035
Toll-free Telephone Number (800) 554-6413