

R'NEWAL AND REFRESH LIMITED FACTORY WARRANTY

For the purposes of this R'newal and Refresh Limited Factory Warranty, "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 Term. The R'newal and Refresh Limited Factory Warranty commences on the date of shipment of the R'newal and Refresh order from factory (the "Commencement Date"). For the purposes of this Limited Factory Warranty, the applicable "R'newal and Refresh Product" is as defined below with its corresponding Warranty Coverage. For the two (2) year R'newal and Refresh Products the warranty period is twenty-four (24) months from the Commencement Date. For the five (5) year R'newal and Refresh Products, the warranty period is sixty (60) months from the Commencement Date. The respective 24-month and 60-month warranty periods are herein referred to as the "Warranty Term," as applicable. No liability whatsoever shall attach to Trane until the R'newal and Refresh Products have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective covered product or work and/or the purchase price of the covered R'newal and Refresh Product proven to be defective.

Warranty Coverage. This Limited Factory Warranty applies only in the event of failure of the covered components of the R'newal and Refresh Products due to defects in material and manufacture.

The R'newal and Refresh Products and corresponding Warranty Coverage and service agreement requirements are as follows:

AFD R'newal

- Warranty Coverage is limited to: Power Module and capacitor bank
- Warranty Coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for both the two (2) year and five (5) year R'newal Product options.

CenTraVac R'newal

- Warranty Coverage is limited to: Compressor motor, compressor motor bearings, and lubrication system
- Warranty Coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for both the two (2) year and five (5) year R'newal Product options.

Commercial Self Contained R'newal

- Warranty Coverage is limited to the specifically identified compressor(s) in the R'newal proposal
- Warranty Coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for the five (5) year R'newal Product options.

Intellipak Refresh

- Warranty Coverage is limited to the specifically identified compressor(s) in the Refresh proposal excluding cast iron compressors.
- Warranty Coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for the five (5) year Refresh Product options.

Series R R'newal

- Warranty Coverage is limited to the compressor(s) specifically identified in the R'newal proposal.
- Warranty Coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for both the two (2) year and five (5) year R'newal Product options when ordered as a 'failed compressor R'newal'. If ordered as a 'running compressor R'newal', warranty coverage is contingent upon a service agreement with Trane being in place for the duration of the Warranty Term for the five (5) year R'newal Product option.

Parts warranty coverage:

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-co forming Trane-manufactured components (that have been returned by Customer to Trane), as set forth in accordance with the R'newal and Refresh Product as of the date of acceptance;
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.

Labor/labour warranty coverage:

1. Trane will provide the labor/labour required to repair or replace the defective covered component of the R'newal and Refresh Product only;
2. All labor/labour must be performed by the Trane commercial service agent in Customer's area; Labor/Labour is furnished during regular Trane business hours only and excludes, among other things, unusual equipment access problems and crane charges.

Transfer of Equipment. This Limited Factory 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 Limited Factory Warranty will terminate. No refunds will be issued for this Limited Factory Warranty except as provided herein.

Exclusions. This Limited Factory Warranty shall not apply to any Equipment that has been repaired or altered in such a manner that, in the judgment of Trane, affects its stability or reliability. This Limited Factory Warranty does not cover software (including "bug" fixes), corrosion, erosion, deterioration 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 Limited Factory 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 Limited Factory 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 the local Trane office.

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 PUNITVE 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 LIMITED FACTORY WARRANTY 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.