

# 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 controls (hereafter, referred to as the "Equipment"):

Equipment Type	Model Number
Thermostats	ComfortSense® 3000 Series thermostats, ComfortSense® 5500 Series thermostats, ComfortSense® 7500 Series thermostats, iComfort Touch® thermostats, iComfort® S30, iComfort Wi-Fi® thermostats
Zone Controls and Zone Thermostats	Harmony III®, iHarmony™, LZP-2, LZP-4, In-Zone Thermostat
Accessories	Equipment Interface Module

This Limited Warranty covers repair components only. It does NOT cover wiring.

### 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.*

### FIVE-YEAR WARRANTY

**Applies ONLY to ComfortSense® 5500 Series Thermostats, ComfortSense® 7500 Series Thermostats, iComfort® S30, iComfort Touch®, iComfort Wi-Fi® Thermostats, iHarmony™ Zoning Controls, In-Zone Thermostats and Equipment Interface Module Equipment installed in Residential Applications**

The covered components in the Equipment are warranted by Lennox 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.

### TWO-YEAR WARRANTY

**Applies ONLY to ComfortSense® 3000 Series Thermostats and Harmony III®, LZP-2 and LZP-4 Zone Control Equipment installed in Residential Applications**

The covered components in the Equipment are warranted by

Lennox for a period of two (2) 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.

### ONE-YEAR WARRANTY

**Applies ONLY to Zone Dampers installed in All Applications**

The covered components in the Equipment are warranted by Lennox for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application."

### ONE-YEAR WARRANTY

**Applies to All Covered Equipment installed in Non-Residential Applications**

The covered components in the Equipment are warranted by Lennox for a period of one (1) year when installed in a "Non-Residential Application." 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.

## WARRANTY COVERAGE

If, during the Warranty Period, a component in the Equipment fails because of a manufacturing defect, Lennox 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. Lennox' 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, Lennox 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 Lennox 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:

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

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 Lennox.
- 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 Lennox-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;
  - 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 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 - Damage caused by frozen or broken water pipes; and
- 6 - This Limited Warranty does not apply to, nor is any warranty offered by Lennox for, any Equipment or components 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. Should such exclusion or limitation of the warranty be unenforceable, such implied warranties are in any event limited to a period of one (1) year. 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 states do not allow limitations on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages. In such states, the limitations or exclusions may not apply to the Owner.**
- 8 - **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 Limited Warranty does not cover lodging expenses.**

- 9 - Lennox 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 state.

## DISPUTE RESOLUTION

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

- 1 - **Contact Lennox:** Please report any Dispute (defined in items 1 and 2 on page 4) to Lennox:

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 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 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 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.

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.

d - **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION BY 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 listed on the unit nameplate:

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, (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 Lennox 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 Lennox 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 Lennox 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 Lennox 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 Lennox equipment, component or service;
  - c - any Lennox advertising, representation or marketing;
  - d - any contract, warranty, or other agreement the Owner had or 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, disagreements or controversies that arose at any time, including before

this Limited Warranty became operative and after this Limited Warranty is terminated.

- 3 - "Lennox" refers to Lennox International Inc., 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 - "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.**

Unit Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

Installation Date: \_\_\_\_\_ Phone: \_\_\_\_\_



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

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