

Premier Assurance™ Program
Terms and Conditions
***VALID IN THE U.S. ONLY AND THROUGH PARTICIPATING
LENNOX PREMIER DEALERS***

Updated: July 2022

These terms and conditions (these “**Terms and Conditions**”) govern a customer’s (“**You**” or “**Your**”) participation in Lennox’s Premier Assurance™ Program and purchase of a Premier Assurance™ Package (throughout these Terms and Conditions, the “**Program**” refers both individually and collectively to Lennox’s Premier Assurance™ Program and a Premier Assurance™ Package purchased thereunder).

IMPORTANT: PARTICIPATION IN THE PREMIER ASSURANCE™ PROGRAM AND PURCHASE OF A PREMIER ASSURANCE™ PACKAGE IS VOLUNTARY. UNDER NO CIRCUMSTANCES SHALL YOU BE REQUIRED TO PURCHASE A PREMIER ASSURANCE™ PACKAGE IN ORDER TO PURCHASE COVERED EQUIPMENT AND/OR COVERED ACCESSORIES OR TO OBTAIN LENNOX’S BASIC LIMITED WARRANTY OR EXTENDED LIMITED WARRANTY OTHERWISE APPLICABLE TO ANY COVERED EQUIPMENT YOU MAY BUY. IN THE EVENT YOU ARE NOT PRESENTED WITH THE OPTION TO PURCHASE COVERED EQUIPMENT AND INSTALLATION SERVICES INDEPENDENT OF A PREMIER ASSURANCE™ PACKAGE, PLEASE CONTACT LENNOX AT 1-800-9-LENNOX.

INDIVIDUAL ARBITRATION NOTICE: BY PARTICIPATING IN THE PROGRAM AND/OR BY PURCHASING A PREMIER ASSURANCE™ PACKAGE, YOU ARE AGREEING THAT ALL DISPUTES BETWEEN YOU AND LENNOX WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. THE DISPUTE RESOLUTION SECTION FOUND AT PART ELEVEN BELOW PROVIDES MORE INFORMATION, INCLUDING HOW YOU CAN OPT OUT OF ARBITRATION. PLEASE READ THAT SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

IF YOU PURCHASED YOUR COVERED EQUIPMENT IN CALIFORNIA OR ANY OTHER JURISDICTION WHERE REGISTRATION REQUIREMENTS TO EFFECTUATE WARRANTIES ARE PROHIBITED, YOU ARE NOT REQUIRED TO REGISTER YOUR COVERED EQUIPMENT IN ORDER TO OBTAIN ANY BASIC LIMITED WARRANTY OR EXTENDED LIMITED WARRANTY THAT CAME WITH YOUR COVERED EQUIPMENT. THE PREMIER ASSURANCE™ PROGRAM IS NOT A WARRANTY THAT COMES WITH YOUR COVERED EQUIPMENT, BUT RATHER ADDITIONAL COVERAGE THAT YOU CAN PURCHASE.

Throughout these Terms and Conditions, “**You**” and “**Your**” refer to the person or entity that purchased a Premier Assurance™ Package or obtained any coverage benefit under the Program; “**Lennox**” refers to Lennox Industries Inc. and its parents, subsidiaries and affiliates; “**Party**” refers to You or Lennox; and “**Parties**” refers to You and Lennox together.

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PART ONE – THE PREMIER ASSURANCE™ PACKAGE

A Premier Assurance™ Package consists of the following (collectively, the “**Premier Assurance™ Package**”): (1) the Covered Equipment (as defined below) and the Covered Accessories (as defined below) You purchased from Your participating Lennox Premier Dealer (the “**Dealer**”); (2) installation services performed by the Dealer to install the Covered Equipment and the Covered Accessories; (3) a 10-Year or 12-Year Comfort Shield extended service agreement (the “**Premier Assurance ESA**”) and a 10-Year or 12-Year Comfort Shield maintenance agreement (the “**Premier Assurance MA**”), both underwritten by an affiliate of American International Group (“**Service Net**”); and (4) a third-party certification of high-performing energy efficient homes (the “**Pearl Certification**”) issued by PLS, Inc. d/b/a Pearl Home Certification, Inc. (“**Pearl**”) (items (3) and (4) referred to together as the “**Bundle**”).

Lennox currently offers two Premier Assurance™ Packages through its Dealers: Premier Assurance™ 10 (the “**PA10 Package**” or “**Labor Plus**” herein) and Premier Assurance™ 12 (the “**PA12 Package**” or “**Parts and Labor**” herein). Lennox may modify or discontinue the Premier Assurance™ Program, including, without limitation, the PA10 Package and/or the PA12 Package, at any time to the extent permitted by applicable laws; provided, however, the terms and conditions applicable to each component of the Bundle will continue to apply to and govern all Premier Assurance™ Packages purchased prior to such modification or discontinuation until expiration as provided therein.

PART TWO – QUALIFYING LENNOX EQUIPMENT & QUALIFYING THIRD PARTY ACCESSORIES

If all other Terms and Conditions are met, the following equipment, if purchased directly from a Dealer, are currently eligible for coverage under the PA10 Package or the PA12 Package, as shown below:

PA10 Package/Labor Plus:

- Any of the qualifying Lennox-branded equipment and systems set forth in Annex I as qualifying for the PA10 Package coverage (collectively, the “**PA10 Covered Equipment**”). **Note: Purchase must include at least one (1) Dave Lennox Signature® Collection indoor or outdoor unit;** and
- Any of the non-Lennox branded accessories set forth in Annex I as qualifying for the PA10 Package coverage (collectively, the “**PA10 Covered Accessories**”).

PA12 Package/Parts and Labor:

- Any of the qualifying Lennox-branded equipment and systems set forth in Annex II as qualifying for the PA12 Package coverage (collectively, the “**PA12 Covered Equipment**” and collectively with the PA10 Covered Equipment, the “**Covered Equipment**”). **Note: Purchase must include one (1) of the listed systems that consists of both a Dave**

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Lennox Signature® Collection indoor and a Dave Lennox Signature® Collection outdoor unit (excludes XC21/XP21 and SL18XC1/SL18P1); and

- Any of the non-Lennox branded accessories set forth in Annex II as qualifying for the PA12 Package coverage (collectively, the “**PA12 Covered Accessories**” and collectively with the PA10 Covered Accessories, the “**Covered Accessories**”).

PART THREE – PRIVACY AND DATA SHARING

Privacy and Data Sharing: You acknowledge and agree that Lennox can share with third parties any information you provide Lennox in connection with purchasing Premier Assurance™ Package coverage or Your participation in the Program, including so that the third parties may market their products or services to you. You may opt-out of any such commercial communications via the “unsubscribe” link included in the email messages that you may receive. If you wish to opt-out of Lennox’s sharing with third parties, please contact Lennox at privacy@lennoxintl.com and indicate your request to opt-out of sharing your information with third parties. For more information about Lennox’s privacy practices, please visit our Privacy Policy at:

<https://www.lennoxinternational.com/home/Home/privacy.html>.

PART FOUR - APPLICABLE LIMITED WARRANTIES

The Premier Assurance™ Program is intended to serve as a supplement to, and not a replacement of, any Basic Limited Warranty and/or Extended Limited Warranty (individually and collectively, the “**Limited Warranties**”) that may be applicable to Your Covered Equipment. By purchasing a Premier Assurance™ Package, You are reconfirming your agreement to the terms and conditions of any applicable Limited Warranties, including, but not limited to, the dispute resolution section and the limitations and exclusions therein.

See <https://www.lennox.com/warrantyyourway> for the full terms and conditions of the Limited Warranties.

Your Covered Equipment may qualify for the Warranty Your Way Extended Limited Warranty, which provides an option to obtain certain labor coverage at no additional cost. The Premier Assurance™ Package is not available for Covered Equipment governed by a Warranty Your Way Extended Limited Warranty (as opposed to a non-Warranty-Your-Way Extended Limited Warranty); *i.e.*, Covered Equipment that has labor coverage through Warranty Your Way. If You purchase a Premier Assurance™ Package, then the only Warranty Your Way option You can select is the extended parts option.

Notice to California and any other jurisdiction where registration requirements to effectuate warranties are prohibited: If You purchased Your Covered Equipment in California or any other jurisdiction where registration requirements to effectuate warranties are prohibited: (1) You do not need to register Your Covered Equipment to obtain coverage under any Limited Warranties that

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came with Your Covered Equipment; and (2) any failure to register Your Covered Equipment will not diminish Your Limited Warranty rights.

PART FIVE – EXCLUSIONS AND LIMITATIONS

In addition to the exclusions set forth elsewhere herein and in any applicable Limited Warranties, the Premier Assurance™ Program coverage does not extend to any equipment or accessories not purchased by You at the time You purchased the Covered Equipment.

Example: If You purchase a single Dave Lennox *Signature*® Collection-branded outdoor unit and choose not to replace Your indoor unit, the PA10 Package coverage does not extend to the pre-existing indoor unit.

The PA10 Package coverage is not available for purchases of the Ultimate Comfort System or a Dave Lennox *Signature*® Collection communicating variable-capacity system. If Covered Equipment qualifies for the PA12 Package coverage, only the PA12 Package coverage is available for purchase.

A Premier Assurance™ Package is not eligible for any other Lennox promotions, including, but not limited to, Lennox consumer rebate offers.

PART SIX – THIRD PARTIES ARE RESPONSIBLE FOR COVERAGE

YOU UNDERSTAND AND AGREE THAT LENNOX IS NOT THE ENTITY THAT IS SELLING, ADMINISTERING, IMPLEMENTING OR PROVIDING THE PREMIER ASSURANCE™ ESA AND THE PREMIER ASSURANCE™ MA PORTION OF THE PREMIERE ASSURANCE™ PACKAGE COVERAGE. RATHER, THE PREMIERE ASSURANCE™ ESA AND THE PREMIER ASSURANCE™ MA COVERAGE IS BEING SOLD, ADMINISTERED AND PROVIDED BY SERVICE NET. FOR THAT REASON, ANY DISPUTES, CLAIMS, CAUSES OF ACTION OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PREMIER ASSURANCE™ ESA OR THE PREMIER ASSURANCE™ MA COVERAGE, INCLUDING, WITHOUT LIMITATION, THE PA10 PACKAGE OR THE PA12 PACKAGE, ARE SOLELY BETWEEN YOU AND SERVICE NET. YOU STIPULATE, ACKNOWLEDGE AND AGREE THAT LENNOX HAS NO DUTIES, OBLIGATIONS OR LIABILITIES TO YOU WITH RESPECT TO ANY REPAIRS, REPLACEMENTS OR OTHER COVERAGE ARISING OUT OF OR RELATING TO ANY PREMIERE ASSURANCE™ ESA OR PREMIER ASSURANCE™ MA COVERAGE, INCLUDING, BUT NOT LIMITED TO, THE PA10 PACKAGE AND THE PA12 PACKAGE.

LENNOX RECOMMENDS THAT YOU CAREFULLY REVIEW ALL OF SERVICE NET'S TERMS AND CONDITIONS FOR COVERAGE UNDER THE PA10 PACKAGE AND THE PA12 PACKAGE BEFORE MAKING A DECISION WHETHER TO PURCHASE THE PA10

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PACKAGE OR THE PA12 PACKAGE COVERAGE. YOU CAN REVIEW THE TERMS AND CONDITIONS FOR COVERAGE UNDER THE PA10 PACKAGE AND THE PA12 PACKAGE BY CLICKING HERE: <https://www.lennox.com/owners/assistance/warranty>. BY PURCHASING THE PA10 PACKAGE OR THE PA12 PACKAGE COVERAGE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS HEREIN, AS WELL AS SERVICE NET'S TERMS AND CONDITIONS OF COVERAGE AS SET FORTH IN THE HYPERLINK IN THE IMMEDIATELY PRECEDING SENTENCE.

By purchasing the PA10 Package or the PA12 Package with Covered Equipment, You acknowledge that: (1) Service Net, not Lennox, is responsible for the extended services and maintenance coverage sold as part of Your Premier Assurance™ Package; (2) You have been given the opportunity to review the terms and conditions of Your extended service agreement and maintenance agreement with Service Net that will control your coverage, available at <https://www.lennox.com/owners/assistance/warranty>; (3) You agree to the terms and conditions of the PA10 Package or the PA12 Package, as applicable to You; and (4) such terms and conditions are incorporated by reference into these Terms and Conditions.

After You purchase a Premier Assurance™ Package, Service Net will send you a Certificate of Coverage, along with the Premier Assurance™ ESA and the Premier Assurance MA™ terms and conditions. If you do not receive those documents, or if you have any questions relating to Your coverage under any Premier Assurance™ Package, please call Comfort Shield Support toll-free at 866-816-2424.

PART SEVEN – THIRD PARTIES ARE RESPONSIBLE FOR FINANCING

YOU UNDERSTAND AND AGREE THAT LENNOX IS NOT THE ENTITY THAT IS SELLING, ADMINISTERING, IMPLEMENTING OR PROVIDING ANY FINANCING ASSOCIATED WITH OR IN ANY WAY RELATING TO YOUR PURCHASE OF THE COVERED EQUIPMENT OR THE PREMIERE ASSURANCE™ PACKAGE COVERAGE. FOR THAT REASON, LENNOX HAS NO DUTIES, OBLIGATIONS OR LIABILITIES TO YOU WITH RESPECT TO ANY FINANCING OR FINANCING DISCLOSURES ARISING OUT OF OR RELATING TO ANY PURCHASE OF THE COVERED EQUIPMENT OR THE PREMIERE ASSURANCE™ PACKAGE COVERAGE.

PART EIGHT – PEARL CERTIFICATION™

With each purchase of a Premier Assurance™ Package, Pearl will issue You a certification package consisting of the Pearl Certification covering Your qualifying Covered Equipment and Covered Accessories within your Premier Assurance™ Package, a Pearl Certification Report and the Appraisal Institute's *Residential Green and Energy Efficient Addendum* (collectively, the "**Pearl Certification Package**"). After purchase of a Premier Assurance™ Package, Pearl will directly send you via both e-mail and U.S. mail the Pearl Certification Package.

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In addition, included in the cost of the Pearl Certification Package, Pearl will provide You the following benefits for a period of twelve (12) years from the date of installation of Your Covered Equipment and Covered Accessories:

- Online account for Your home that provides digital storage for home-related documents and information;
- Updates to home record and certification documentation;
- Access to Network partner contractors and real estate agents;
- Complimentary Pearl Resale Certification Package if You decides to sell Your home (includes MLS report for listing agent and customized marketing package); and
- Personalized customer support to answer questions about:
 - Updating Your home's record
 - Selling or refinancing a certified home
 - Finding a high-quality contractor for additional work.

See www.PearlCertification.com for more information about Pearl.

You acknowledge and agree that the Pearl Certification Package and the benefits described in this Part Eight are all being provided solely by Pearl and not Lennox. Thus, any disputes, controversies, claims or causes of action relating to the Pearl Certification Package or any of the benefits described in this Part Eight are solely between You and Pearl. You stipulate, acknowledge and agree that Lennox has no duties, obligations or liabilities arising out of or relating to the Pearl Certification Package or any other benefit described in this Part Eight.

PART NINE - LENNOX'S RELATIONSHIP WITH ITS PREMIER ASSURANCE™ PARTNERS

In offering the Program, Lennox has contracted with third-party entities independent of Lennox to offer individual components of Your Premier Assurance™ Package, including, but not limited to, Service Net and Pearl. In addition to these Terms and Conditions, such third-party entities' terms and conditions apply to their applicable individual components of Your Premier Assurance™ Package. Please see Your participating Lennox Premier Dealer for its specific terms of sale, including the Premier Assurance™ Package pricing, payment terms, long-term financing options available for well-qualified buyers and any return policy.

YOU HEREBY ACKNOWLEDGE THAT, IN ADVISING YOU OF THE AVAILABILITY OF THE PREMIER ASSURANCE™ PROGRAM, LENNOX IS CONTRACTING WITH INDEPENDENT THIRD-PARTY ENTITIES THAT LENNOX HAS NO DIRECTION OR CONTROL OVER. YOU HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE LENNOX AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, INCLUDING EACH OF THEIR RESPECTIVE DIRECTORS, AGENTS, OFFICERS, REPRESENTATIVES AND EMPLOYEES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ARISING OUT OF OR RESULTING, OR

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ALLEGED TO HAVE ARISEN OR RESULTED, IN WHOLE OR IN PART, FROM THE ACTIONS, CONDUCT, REPRESENTATIONS AND/OR OMISSIONS OF SUCH OTHER THIRD PARTIES.

PART TEN – RETURNS AND TRANSFERABILITY

Whether You can return, obtain a refund for or transfer any component of the Bundle and, if so, the terms thereof, are governed by the individual terms and conditions of the component within the Bundle. For example, the return, refundability and transfer policies of the Premier Assurance™ ESA and the Premier Assurance™ MA are contained within the terms and conditions of those specific agreements. Lennox strongly recommends you read the terms and conditions of each component of the Bundle, which can be found at the weblinks above.

PART ELEVEN – DISPUTE RESOLUTION

****PLEASE READ THIS SECTION CAREFULLY BECAUSE IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION REQUIRES YOU AND LENNOX TO ARBITRATE ALL DISPUTES THAT MAY ARISE BETWEEN US ON AN INDIVIDUAL BASIS.****

NOTICE REQUIREMENT: YOU MUST PROVIDE NOTICE OF ALL CLAIMS IN WRITING AS PROMPTLY AS POSSIBLE AND IN NO CASE LATER THAN ONE (1) YEAR OF THE DATE ON WHICH THE CLAIM ARISES. ANY FAILURE TO PROVIDE NOTICE IN STRICT COMPLIANCE WITH THIS TERM AND THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF THE CLAIM. THIS NOTICE REQUIREMENT IS A CONDITION PRECEDENT TO ANY CLAIM BEING BROUGHT AGAINST LENNOX.

MANDATORY ARBITRATION: If You purchase a Premier Assurance™ Package (including, without limitation, the PA10 Package or the PA12 Package), then You and Lennox agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, You or Lennox may assert claims in small claims court if: (1) the claims qualify for small claims court; (2) the matter remains in small claims court; and (3) the matter proceeds only on an individual (and not a class or representative) basis. Both You 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. 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

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be conducted in Your county of 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 shall apply. The AAA's rules and a form initiating arbitration proceedings are available at 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 Parties intend for this arbitration provision to be construed as broadly as possible to require arbitration. The arbitration will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision and this Agreement, with the exception of deciding whether the Arbitration Class Action Waiver below is valid or enforceable. A court will resolve any question regarding the validity or enforceability of the Arbitration Class Action Waiver.

This arbitration agreement does not preclude You from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against Lennox on Your behalf.

If Your total damage claims in an arbitration are \$25,000 or less, not including Your attorney fees ("**Small Arbitration Claim**"), the arbitrator may, if You prevail, award You 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 Your 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**"). You must submit any request for payment of Arbitration Costs to the AAA at the same time You submit Your Demand for Arbitration. However, if You want Lennox to advance the Arbitration Costs for a Small Arbitration Claim before filing, Lennox will do so at Your written request to Lennox's Legal Department. In a Small Arbitration Claim case, Lennox agrees that You 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 Your total damage claims in an arbitration exceeds \$25,000, not including Your attorney fees ("**Large Arbitration Claim**"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it apportion attorneys' fees and costs between You and Lennox (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim, if You are 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.

The prevailing party in any arbitration shall be awarded its: (a) arbitration fees, costs and expenses; (b) reasonable expert fees, costs and expenses; and (c) reasonable attorneys' fees, costs and expenses.

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Arbitration Class Action Waiver (for all states other than California) – You 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 You and Lennox agree otherwise in writing, the arbitrator’s authority to resolve and make awards is limited to Disputes between You 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 or disputes regarding the enforceability of this Arbitration Class Action Waiver. If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply.

Arbitration Class Action Waiver (for California) – You 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; provided, however, that You shall be permitted to seek and obtain public injunctive relief in arbitration. Unless You and Lennox agree otherwise in writing, the arbitrator’s authority to resolve and make *monetary* damage awards is limited to Disputes between You and Lennox. The arbitrator may award *monetary* 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 *monetary* 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 or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under *McGill v. Citibank, N.A.*, 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply

OPT OUT: YOU 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 YOU PURCHASE A PREMIER ASSURANCE PACKAGE.

The Notice must be sent to Lennox as follows:

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

The Opt-Out Notice must state: Your name and address and that You opt out of arbitration. You must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-

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Out Notice shall apply only to the person or entity that signs it. Neither You 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. Any Opt-Out Notice received after the opt out deadline will not be valid.

Mass Arbitration: A “Mass Arbitration” shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a sixty-day period.

In the event of a Mass Arbitration, notwithstanding anything to the contrary herein, Lennox shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner’s claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to only those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, only the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this mass arbitration subpart. Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

Non-Arbitration Class Action and Jury Waiver: If for any reason any Dispute proceeds in court rather than arbitration, You and Lennox waive any right to a jury trial, the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither You nor Lennox may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding.

Definition of “Dispute”: The term “Dispute” and “Disputes” shall be broadly interpreted to include any claims, disagreements or controversies that You 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 arising out of or relating to any Lennox-manufactured equipment, the Covered Equipment, the Covered Accessories, any Limited Warranty, any Extended Warranty, any Warranty Your Way Limited

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Warranty or Extended Limited Warranty, any Premier Assurance™ Package or coverage or participation in the Program.

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ANNEX I

PA10 COVERED EQUIPMENT AND PA10 COVERED ACCESSORIES

Eligible Term	Eligible Equipment Series	Eligible Equipment	Full System Details	Parts Coverage by Equipment
PA 10	Signature Only	Residential Air Conditioner	(1) Air Conditioner	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
PA 10	Signature Only	Residential Heat Pump	(1) Heat Pump	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
PA 10	Signature Only	Residential Furnace	(1) Furnace	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
PA 10	Signature Only	Residential Air Handler	(1) Air Handler	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System Dual Fuel	(1) Heat Pump	None
	Signature and Elite or Merit		(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System Gas/Electric	(1) Air Conditioner	None
	Signature and Elite or Merit		(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System Heat Pump	(1) Heat Pump	None
	Signature and Elite or Merit		(1) Air Handler	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System AC	(1) Air Conditioner	None
	Signature and Elite or Merit		(1) Air Handler	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System Dual Fuel	(1) Heat Pump	None
	Signature and Elite or Merit		(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12
PA 10	Signature and Elite or Merit	Residential Split System Gas/Electric	(1) Air Conditioner	None
	Signature and Elite or Merit		(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
			(1) Indoor Air Quality Product	Parts covered beginning year 6-12

Premier Assurance™ Program
 Terms and Conditions
**VALID IN THE U.S. ONLY AND THROUGH PARTICIPATING
 LENNOX PREMIER DEALERS**
ANNEX II

PA12 COVERED EQUIPMENT AND PA12 COVERED ACCESSORIES

Eligible Term	Eligible Equipment Series	Eligible Equipment	Full System Details	Parts Coverage by Equipment
PA 12	Signature Only (Indoor and Outdoor Units)	Residential Split System AC	(1) Air Conditioner	None
			(1) Air Handler	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
		(1) Indoor Air Quality Product	Parts covered beginning year 6-12	
PA 12	Signature Only (Indoor and Outdoor Units)	Residential Split System Dual Fuel	(1) Heat Pump	None
			(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
		(1) Indoor Air Quality Product	Parts covered beginning year 6-12	
PA 12	Signature Only (Indoor and Outdoor Units)	Residential Split System Gas/Electric	(1) Air Conditioner	None
			(1) Furnace	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
		(1) Indoor Air Quality Product	Parts covered beginning year 6-12	
PA 12	Signature Only (Indoor and Outdoor Units)	Residential Split System Heat Pump	(1) Heat Pump	None
			(1) Air Handler	None
			(1) Evaporator Coil	None
			(1) Thermostat or Zone Control	Parts covered beginning year 6-12
		(1) Indoor Air Quality Product	Parts covered beginning year 6-12	