

PART THIRTEEN CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE REVIEW PART THIRTEEN CAREFULLY.

DEALER TERMS AND CONDITIONS
(Available in the US and CANADA only. Void where prohibited.)

This agreement (this “**Agreement**”) is between the independent dealer who clicks the “Accept” box (“**You**” or “**Dealer**”) and Lennox Industries Inc. (or if You are located in Canada, Lennox Industries (Canada) ULC) (as applicable, “**LENNOX**”). This Agreement governs Dealer’s sale of Lennox Equipment for use in a Residential Application (as defined below).

PART ONE - DEFINITIONS

Equipment

“**ESA Eligible Equipment**” – the WYW Eligible Equipment plus certain Non-WYW LENNOX HVAC Products (and certain Non-WYW Third Party HVAC Products when purchased as a system with the foregoing) that Service Net is authorized to market, offer, and sell ESA coverage under WYW, when used in a Residential Application. The current ESA Eligible Equipment can be obtained from the following link: <http://LennoxPros.com/WarrantyYourWayESA>.

“**Lennox Equipment**” – collectively the WYW Eligible Equipment, ESA Eligible Equipment (excluding Non-WYW Third Party HVAC Products), and Non-WYW LENNOX HVAC Products.

“**Non-WYW LENNOX HVAC Products**” – the LENNOX-branded HVAC equipment and accessories that do not qualify for WYW participation and are subject to the terms and conditions of any basic limited warranty and any extended limited warranty that may apply. Non-WYW LENNOX HVAC Products may be used in a Residential Application or a non-Residential Application.

“**Non-WYW Third Party HVAC Products**” – HVAC equipment and accessories that are manufactured and branded by a third party not affiliated with LENNOX. **LENNOX IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY NON-WYW THIRD PARTY HVAC PRODUCTS.**

“**WYW Eligible Equipment**” – the LENNOX-branded HVAC equipment and accessories that is eligible to participate under WYW when used in a Residential Application. The current WYW Eligible Equipment can be obtained from the following link: <https://www.lennox.com/warrantyyourway>.

Warranties

“**Basic Limited Warranty**” – the warranty coverage that comes at no additional cost with WYW Eligible Equipment (*i.e.*, currently 5 years parts-only for Merit® and Elite® equipment and 10 years parts-only for Dave Lennox Signature® Collection equipment, both when used in a Residential Application).

“**Extended Limited Warranty**” – the default Extended Limited Warranty under WYW, which provides parts-only coverage at no additional cost on WYW Eligible Equipment for a period of time beyond the Basic Limited Warranty (*i.e.*, currently an additional 5 years parts-only for Merit and Elite equipment and an additional 2 years parts-only for Dave Lennox Signature Collection equipment, both when used in a Residential Application), subject to any registration requirements that may apply.

“**Lennox Limited Warranty**” – collectively the Basic Limited Warranty and the Extended Limited Warranty or, if selected in lieu of the default Extended Limited Warranty, the WYW Extended Limited Liability.

“**WYW Extended Limited Warranty**” – the alternative extended limited warranty under WYW, which an End Customer has the opportunity to select in lieu of the default parts-only Extended Limited Warranty for WYW Eligible Equipment, subject to any terms, conditions, and registration requirements that may apply. The WYW Extended Limited Warranty provides for a shorter parts coverage period than the Extended Limited Warranty in exchange for a period of labor coverage at no additional charge (*i.e.*, currently for Merit and Elite equipment, the Extended Limited Warranty provides 5 years parts coverage, while the WYW Extended Limited Warranty provides 2 years parts and 3 years labor (for a total with the Basic Limited Warranty of 7 years parts

and 3 years labor), and for Dave Lennox Signature Collection equipment, the Extended Limited Warranty provides for 2 years parts coverage, while the WYW Extended Limited Warranty provides for 0 years parts and 3 years labor (for a total with the Basic Limited Warranty of 10 years parts and 3 years labor), both when used in a Residential Application), subject to any registration requirements that may apply.

Miscellaneous

“Covered Components” – the components covered by the parts coverage in any applicable Basic Limited Warranty, Extended Limited Warranty, or WYW Extended Limited Warranty.

“Customer Disclosure Form” – the form You are required to have an End Customer review before selling Lennox Equipment, which You can obtain the current version from the following link: www.LennoxPros.com/WarrantyYourWay.

“Dealer Services” – the services You provide to End Customers, including installation, maintenance, and repair.

“End Customer” – a customer who purchased Lennox Equipment from You that You installed in a Residential Application.

“ESA” – an extended service agreement offered by Service Net, You, or another third party that an End Customer has the option to purchase. An ESA is entirely distinct and different from a Basic Limited Warranty, Extended Limited Warranty, and WYW Extended Limited Warranty. An ESA is additional service coverage that an End Customer can purchase at their option.

“Laws” – all applicable local, state/provincial, and federal laws, rules, and regulations.

“Non-Registration Exempt End Customers” – End Customers purchasing outside of California, Quebec, or any other jurisdiction where registration requirements to effectuate warranties are prohibited.

“Registration Exempt End Customers” – End Customers purchasing in California, Quebec, or any other jurisdiction where registration requirements to effectuate warranties are prohibited.

“Residential Application” – a single- or multi-family dwelling, which includes homes, duplexes, apartments, and condominiums used primarily for personal, family, or household purposes.

“Registration Website” – the webpage(s) LENNOX maintains (currently, the following link: www.WarrantyYourWay.com) to permit You and End Customers to register Lennox Equipment and to select, if applicable, coverage under WYW and/or purchase an ESA.

“Service Net” – individually and collectively refers to Service Net Warranty, LLC, AIG Warranty Services of Florida, Inc., and any other affiliate of American International Group, Inc. through which ESAs will be made available.

“Warranty Your Way™/WYW” – the warranty and coverage offering that applies to WYW Eligible Equipment, as may be amended by LENNOX from time to time.

PART TWO - TERM

Term – The initial term of this Agreement commences as of the date You click the “Accept” box (the “**Effective Date**”) and continues through December 31 of that calendar year (the “**Initial Term**”). The term will automatically renew for successive 1 year periods from January 1 through December 31 of each calendar year (each, a “**Renewal Term**” and, collectively with the Initial Term, the “**Term**”). Either party may terminate this Agreement, without cause, on 30 days’ prior written notice to the other party.

Termination for Cause – Notwithstanding the foregoing, LENNOX may immediately and without prior notice terminate this Agreement for cause upon written notice to You. LENNOX can terminate “for cause” if You fail to satisfy any of the eligibility requirements of this Agreement, You violate any term of this Agreement, or Lennox has a good faith belief that You have violated or are about to violate any Laws.

Impact of Expiration or Termination – Your ability to market and sell Lennox Equipment for use in a Residential Application will terminate as of the effective date of termination of this Agreement.

PART THREE – REGISTRATION

WYW Eligible Equipment – WYW provides End Customers of WYW Eligible Equipment with the opportunity to select the type of extended limited warranty coverage they prefer (*i.e.*, the default Extended Limited Warranty or the WYW Extended Limited Warranty), subject to any terms, conditions, and registration requirements that may apply:

Non-Registration Exempt End Customers of WYW Eligible Equipment – Non-Registration Exempt End Customers who purchase WYW Eligible Equipment are required to register to be covered by the Extended Limited Warranty or to select the alternative WYW Extended Limited Warranty. You (with Your End Customer’s consent and authority) or Your End Customer must register WYW Eligible Equipment within 60 days of the date of installation (existing homes) or closing date (new construction) to be “**Covered Equipment**” under the Extended Limited Warranty, to select the alternative WYW Extended Limited Warranty, and/or to purchase an ESA being sold via the Registration Site. WYW Eligible Equipment that is not properly registered is not eligible for Extended Limited Warranty or WYW Extended Limited Warranty coverage (but the Basic Limited Warranty shall apply regardless of registration).

Registration Exempt End Customers of WYW Eligible Equipment – Registration Exempt End Customers who purchase WYW Eligible Equipment are not required to register for Extended Limited Warranty, and such equipment is automatically deemed Covered Equipment covered by the Basic Limited Warranty and Extended Limited Warranty. Further, Registration Exempt End Customers are permitted to select the WYW Extended Limited Warranty in lieu of the Extended Limited Warranty option at no additional charge (and further opt to purchase an ESA being sold via the Registration Site at an additional charge), so long as such selection is made within 60 days of the date of installation (existing homes) or closing date (new construction).

Other Lennox Equipment – Non-Registration Exempt End Customers who purchase Lennox Equipment that does not qualify as WYW Eligible Equipment must register their equipment on the Registration Site within 60 days of the date of installation (existing homes) or closing date (new construction) for any applicable extended limited warranty to apply or to purchase any ESAs being sold via the Registration Site in connection with such equipment, to the extent such equipment qualifies as ESA Eligible Equipment. Registration Exempt End Customers who purchase Lennox Equipment that does not qualify as WYW Eligible Equipment do not need to register for any applicable basic limited warranty or extended limited warranty to apply or to purchase an ESA being sold via the Registration Site, to the extent such Lennox Equipment qualifies as ESA Eligible Equipment (but any purchase of an ESA via the Registration Site must be made within 60 days of the date of installation (existing homes) or closing date (new construction)).

Registering or Selecting Coverage – You can register equipment and/or select coverage at the Registration Site. For registration support, e-mail LENNOX at warranty@lennox.com or by calling LENNOX at 1-800-4-LENNOX.

Upon timely and proper completion of registration/selection and providing valid e-mail addresses during registration/selection, LENNOX will send both You and Your End Customer a Certificate of Coverage showing applicable limited parts and/or labor coverage to Your and Your End Customer’s valid e-mail addresses provided during registration/selection.

LENNOX HAS NO LIABILITY WHATSOEVER IF YOU FAIL TO (A) INFORM AN END CUSTOMER OF THE REGISTRATION/SELECTION REQUIREMENT; OR (B) SATISFY ANY CONDITION OF THIS PART THREE, AND, AS A RESULT, WYW ELIGIBLE EQUIPMENT DOES NOT BECOME COVERED EQUIPMENT.

PART FOUR – ELIGIBILITY

Eligibility Requirements – You must meet the following requirements throughout the Term:

- Click the “Accept” box and comply with this Agreement’s terms and conditions.
- Complete all mandated Lennox training.
- Comply with all Laws.
- Obtain and maintain insurance coverage customary in the industry and as otherwise required by all Laws.
- **PRIOR TO SELLING LENNOX EQUIPMENT TO ANY PERSON OR ENTITY FOR USE IN A RESIDENTIAL APPLICATION, PROVIDE EACH DISCLOSURE SET FORTH IN THE CUSTOMER DISCLOSURE FORM.**
- If an End Customer purchases an ESA, clearly and conspicuously disclose to the End Customer prior to purchase: (a) that, if applicable, the Lennox Equipment comes with a Lennox Limited Warranty or other written limited warranty by Lennox at no charge subject to any terms, conditions, and registration requirements that may apply; (b) the cost of the ESA; and (c) a link to such ESA’s terms and conditions, including, without limitation, coverage and exclusions.
- Prior to an End Customer purchasing Lennox Equipment for use in a Residential Application via third-party financing, itemize each product, service, and coverage that is being financed, including, without limitation, a separate itemization for any ESAs being purchased.
- In the event You offer to sell Lennox Equipment for use in a Residential Application via third-party financing: (a) offer to sell the Lennox Equipment for cash; and (b) offer the same price for both a cash purchase and a credit purchase (excluding any interest or other financing charges).

PART FIVE – COVERAGE

Covered Parts (WYW Only) – If, during the applicable parts warranty period under the Basic Limited Warranty or applicable Extended Limited Warranty (*i.e.*, the Extended Limited Warranty or WYW Extended Limited Warranty), a Covered Component in Covered Equipment fails and is covered by the terms and conditions of such warranty, LENNOX will provide a free replacement component. The End Customer will be responsible for all its obligations under the applicable warranty.

Covered Parts (Outside of WYW) - If, during the applicable parts warranty period, a part contained within covered equipment fails and is covered by the terms and conditions of such warranty, LENNOX will provide a free replacement component. The End Customer will be responsible for all of its obligations under the applicable warranty.

Covered Labor (WYW Only) – For a labor Claim to be covered under the WYW Extended Limited Warranty, the following conditions must be met: (a) the labor must have been performed by You on Covered Equipment with WYW Extended Limited Warranty coverage; (b) the labor must have been necessary to repair or replace a Covered Component in Covered Equipment that is necessitated by a mechanical breakdown (except in the case of a labor-only claim for refrigerant leak repairs, in which case the labor will be covered (but the refrigerant will not)); (c) the repair must have been properly performed and the repair time must not exceed the maximum labor repair hours set forth in the Repair Times Matrix found at www.LennoxPros.com/WarrantyYourWay; (d) the repair must have occurred during the 3 year labor coverage period; and (e) no exclusion contained within the applicable Lennox Limited Warranty applies. Your participation in WYW precludes you from obtaining any other labor coverage from LENNOX. Any attempt to obtain double reimbursement - *i.e.* reimbursement under multiple programs – may result in immediate termination of Your right to participate in WYW.

If the above terms are met, LENNOX will, directly or through Service Net or LENNOX-authorized third party, pay you (via check or secure ACH payment) the amount of 1 trip/diagnosis charge equal to \$65 and reimburse Your labor at a basic rate of \$85 per hour not to exceed the maximum repair hours set forth in the Repair Times

Matrix. **Reimbursement rates are in local currency and run with the Covered Equipment.**¹

You cannot make a Claim for labor (both the trip/diagnosis charge and the hourly rate), and You will be fully liable for labor, if the labor occurred: (a) during the first 90 days following installation; or (b) within 30 days of completion of Dealer Services (60 days for leak searches and repairs) on the same part, even if LENNOX approves the underlying parts Claim. If You subsequently perform a repair within that 30/60 time period using a different part(s) on the same Covered Equipment, LENNOX will reimburse You at the hourly rate but not for the trip/diagnosis charge. Lennox shall be permitted to deny parts and/or labor coverage if any of the exclusions set forth in the Lennox Limited Warranty, or any other applicable warranty, applies.

Coverage Under ESAs – ESA terms and conditions, as well as exclusions, are set forth in the ESAs. **YOU ACKNOWLEDGE AND AGREE THAT LENNOX IS NOT RESPONSIBLE OR LIABLE FOR ANY COVERAGE UNDER ANY ESA. YOU AGREE THAT ANY DISPUTE RELATING TO OR ARISING OUT OF ANY ESA ARE SOLELY BETWEEN THE PARTIES TO THE ESA.**

PART SIX – PRICING AND MARKETING

Pricing – The Lennox Limited Warranty, or any other applicable basic limited warranty or extended limited warranty, comes at no additional cost (subject to any terms, conditions, and registration requirements that may apply), and You shall not charge for such coverage (except in the case of authorized overtime charges or after-hours service). If You purchase a higher reimbursement level than the WYW Extended Limited Warranty, You are not permitted to charge in connection with such higher reimbursement level.

Pricing for ESAs – Service Net or any LENNOX-authorized third party selling ESAs through the Registration Site is responsible for setting the price that You will be charged for ESAs, which will be displayed on the Registration Website. You must provide End Customers with the itemized cost for an ESA before purchase and must offer End Customers the right to purchase Lennox Equipment, including, in the case of WYW, ESA Eligible Equipment, without an ESA.

Marketing Materials – LENNOX may provide You with LENNOX-approved marketing materials (the “LENNOX-Approved Marketing Materials”) to market WYW. You must use only LENNOX-Approved Marketing Materials when you market, sell, and advertise WYW.

PART SEVEN – MAKING A CLAIM FOR COVERAGE

A claim for coverage under any applicable LENNOX warranty (each, a “**Claim**”) must satisfy each of the following requirements:

- Be submitted by You through LennoxPros within 45 days of Covered Component failure.
- Contain all the information reasonably requested by LENNOX to determine whether the applicable warranty and/or coverage applies.
- If the return of the Covered Component is a condition to coverage, comply with the Lennox Warranty Return Policy. You can obtain the current version from the following link: <https://www.lennoxpros.com/partner-resources/app/warranty-tools>.
- Not be subject to an exclusion.

¹ In the event the original End Customer or installing dealer of the Covered Equipment purchased a higher reimbursement level, Dealer will be paid the respective hourly rate of the purchased level. For the avoidance of doubt, the labor rate is tied to the Covered Equipment not Dealer. In other words, if Dealer provides covered labor for Covered Equipment Dealer did not install, and the installing dealer did not purchase a higher reimbursement level, Dealer will be paid the basic rate of \$85 per hour regardless of whether or not Dealer typically purchases a higher reimbursement level when it installs WYW Eligible Equipment.

If a Claim is not properly submitted, Lennox will reject the Claim and deny coverage. If You are improperly credited for a Claim, Lennox has the right to offset any future amounts it owes You in the amount of such improper credit.

PART EIGHT – DENIED LABOR CLAIMS. If You maintain an accurate e-mail address on file with LENNOX, LENNOX will, either directly or through a LENNOX-authorized third party, send e-mail updates to You on the status of any submitted Claims for Covered Labor under a WYW Extended Warranty. With respect to each Claim, such e-mail will provide whether the Claim has been approved (either full or partial) or denied.

You must dispute any partial approval or denial within 30 days of the date LENNOX sent You notice of a partial approval or denial by contacting LENNOX (either by e-mailing at warranty@lennox.com or calling at 1-800-4-LENNOX). If at any time during the claims process LENNOX or an authorized third party requests additional information to demonstrate the validity of the Claim, You must provide that information in writing within 20 days of the request. Lennox has the right to deny any Claim for which You fail to provide adequate, complete, and timely information.

PART NINE - DEALER REPRESENTATIONS AND WARRANTIES

As of the Effective Date and throughout the Term, You represent and warrant that:

- You are qualified to sell and service Lennox Equipment and perform the Dealer Services and maintain all required authorizations from governmental agencies or other authorities.
- You are in compliance with all Laws, along with all current Lennox guidelines and policies.
- The Dealer Services will be performed in a good and workmanlike manner and shall be free from defects in labor and workmanship for the longer period of (a) for installations, 90 days from the date of installation; (b) for all other service, 30 days of completion of the Dealer Services (60 days for leak searches/repairs); or (c) as required by Law. During such period, You will not charge End Customers any amounts for labor.
- In no event will You charge End Customers any amount for Covered Parts or Covered Labor (except in the case of authorized overtime charges or after-hours service). In the event You provide Covered Labor, You agree to the labor rates defined in Part Five.
- Marketing and advertising of WYW by You and Your employees, representatives, and agents will be directed only to consumers within the U.S. and Canada, and **You will not (a) market, advertise, or represent any ESA or any coverage thereunder as a warranty; or (b) sell any ESA as a warranty.**
- You will sell and install Lennox Equipment for use in a Residential Application within 18 months of its date of manufacturer.
- You will install the Lennox Equipment for use in a Residential Application that was promised at the point of sale or disclose any change in equipment.
- You have not and will not make any unauthorized, inaccurate, or misleading statements or representations regarding LENNOX, LENNOX's products (including, without limitation, the WYW Eligible Equipment), or WYW.
- You will provide reasonable cooperation with LENNOX to ensure that all information that may be reasonably required to adjudicate Claims under WYW is provided to Lennox and Service Net or other LENNOX-authorized third party.
- You will maintain such books, records, and accounts in accordance with the general industry standards for a period of at least 4 years after the termination of this Agreement or longer as required by Law.

PART TEN – INDEMNIFICATION. LENNOX and You (each, an “**Indemnifying Party**”) will indemnify each other and our respective representatives, agents, members, managers, and officers (collectively, the “**Indemnified Party**”) and hold the Indemnified Party harmless from and against any third-party claims, losses, damages, liabilities, and expenses, including reasonable attorneys’ fees (collectively, “**Third Party Claims**”),

arising out of or relating to: (a) the acts or omissions hereunder of the Indemnifying Party or its employees, representatives or agents; or (b) any breach of this Agreement or WYW by the Indemnifying Party.

The Indemnifying Party will advance and/or promptly reimburse the Indemnified Party for all reasonable attorneys' fees, costs, and expenses it incurs in responding to or defending against any Third Party Claims. The Indemnified Party shall have the right to select its own counsel and to control the litigation or other dispute resolution, and the Indemnifying Party shall cooperate in good faith in such defense. An Indemnified Party will promptly notify the Indemnifying Party in writing of any Third Party Claim; however, failure to provide prompt notice will not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party suffers material prejudice as a result.

PART ELEVEN – LIMITATION OF LIABILITY. NEITHER YOU NOR LENNOX WILL BE LIABLE TO EACH OTHER FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (II) BUSINESS INTERRUPTION, DIMINUTION IN BUSINESS VALUE, OR HARM TO GOODWILL OR REPUTATION. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT LOSSES OR INDIRECT LOSSES; WHETHER ARISING FROM CLAIMS BASED IN CONTRACT, TORT, STATUTORY OR REGULATORY VIOLATION OR OTHERWISE; AND EVEN IF YOU OR LENNOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. Nothing in this Limitation of Liability modifies an Indemnified Party's right in Part Ten.

PART TWELVE – WARRANTY DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT LENNOX IS NOT PROVIDING YOU AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, THE QUALITY, WORKSMANSHIP, AND PERFORMANCE OF ANY LENNOX EQUIPMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LENNOX LIMITED WARRANTY DOES NOT APPLY TO DEALER AND DEALER IS NOT ENTITLED TO MAKE A CLAIM UNDER OR RECEIVE BENEFIT FROM THE LENNOX LIMITED WARRANTY OR ANY OTHER WARRANTY THAT MAY BE APPLICABLE TO ANY LENNOX EQUIPMENT.

PART THIRTEEN – DISPUTE RESOLUTION (PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS).

NOTICE REQUIREMENT – A PARTY MUST PROVIDE THE OTHER PARTY WITH NOTICE OF ALL CLAIMS IN WRITING AS PROMPTLY AS POSSIBLE AND IN NO CASE LATER THAN ONE (1) YEAR FROM 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 FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Mandatory Arbitration - Any dispute arising out of or relating this Agreement will be resolved according to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel will consist of 3 members. LENNOX and You will each select 1 member and those 2 members will select the third. The arbitration will be held in Dallas, Texas. The laws of the State of Texas govern this Agreement, without regard to conflict of law principles. This arbitration agreement does not preclude Dealer from bringing issues to the attention of federal, state or local agencies. Such agencies can, if applicable Law allows, seek relief against LENNOX on Dealer's behalf. 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.

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. 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. 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. For the avoidance of doubt, in no event shall an arbitration occur on a class or collective basis.

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. 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. For the avoidance of doubt, in no event shall an arbitration occur on a class or collective basis.

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, and 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, including, without limitation, all claims, disagreements, or controversies arising out of or relating to any LENNOX-manufactured products or equipment, any business dealings between You and LENNOX, this Agreement, or any LENNOX Limited Warranty.

PART FOURTEEN – GENERAL TERMS AND CONDITIONS

Entire Agreement – This Agreement is the entire agreement between LENNOX and You regarding You selling Lennox Equipment for Residential Applications. Subject to the last two sentences below, all prior oral or written communications, proposals, agreements, negotiations, and discussions are void. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by LENNOX and You. Notwithstanding anything to the contrary in this Paragraph or this Agreement, if You are currently a party to a written and signed agreement with LENNOX (an “**Existing Agreement**”), nothing in this Agreement shall terminate or supersede any Existing Agreements between You and LENNOX. In the event of a conflict between this Agreement and the Existing Agreements, the terms in this Agreement shall control.

Confidentiality/Privacy Laws – You will take reasonable measures to maintain the confidentiality of any information of LENNOX that is non-public and/or proprietary, including the terms of this Agreement, that you

learn in your business relationship with LENNOX.

LENNOX is subject to laws relating to the protection of personal data (“**Applicable Privacy Law**”), including but not limited to, the California Consumer Privacy Act (“**CCPA**”), California Privacy Rights Act (“**CPRA**”), the General Data Protection Regulation (“**GDPR**”), and the Personal Information Protection and Electronic Documents Act (“**PIPEDA**”). LENNOX also expects that its business partners, service providers, and/or vendors that share personal data (as that term is defined under Applicable Privacy Law) with LENNOX to comply with Applicable Privacy Laws. By executing this Agreement, You affirm that You comply with Applicable Privacy Law and will protect personal data provided by LENNOX under the terms of its Privacy Policy, available at <https://www.lennoxinternational.com/home/Home/privacy.html>. By executing this Agreement, You acknowledge that You understand Your responsibilities under Applicable Privacy Law and will assist LENNOX in its own compliance obligations with Applicable Privacy Laws.

No Assignment – No assignment of Your rights under this Agreement will be valid without LENNOX’s prior written consent.

Independent Contractor – You are an independent contractor and not an agent, partner, employer-employee, or franchisee of LENNOX. You have no authority to bind LENNOX.

Notice – Notice under this Agreement must be in writing and sent via hand delivery or overnight delivery and will be effective (a) upon receipt, if delivered personally; or (b) the first business day following submission with an overnight courier service.

Notice of Consequences of “Acceptance” or “Decline” – This Agreement is a legal contract that will bind You and Lennox once you click the “Accept” button. If You “Decline”, You will not be permitted to market or sell Lennox Equipment for use in a Residential Applications.

Last updated: February 1, 2022