

Information Item #3

Optional Extended Warranty

**TRANE®**

Trane
Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse WI 54601-7599

Date: 6/5/2013

Sold To:

EDWIN L HEIM CO
PO BOX 2247

HARRISBURG, PA

17105-

Trane Sales
Order Number: D1H709A

Customer
Order Number: 606450-M

Job Name:

SOUTHERN FULTON SD JR SR HS

The subject Trane product(s) are covered by a warranty as described in the terms and conditions of the sale between Trane and the Customer ("Original Warranty"). In addition, one or more extended warranties has/have been purchased, the terms and conditions of which are described below ("Extended Limited Warranty"). In all cases, maintenance procedures are required in accordance with Trane literature and instructions with records of said maintenance to be made available to Trane upon request. For warranty service, contact the Trane service representative in your area.

Trane Optional Extended Limited Warranty

NOTE: A complete copy of the terms and conditions of the Extended Limited Warranty referenced below may be obtained at www.Trane.com or by calling 1-877-788-7263. This document contains only a summary of the Extended Limited Warranty.

This Extended Limited Warranty shall not apply to any equipment that has been repaired or altered in such manner that, in the judgment of Trane, affects its stability or reliability. Nor does it cover corrosion, erosion, deterioration or damage due to accident, abuse, external causes, or freezing. This warranty is conditioned upon the equipment operating under normal use and service. A written notice of material considered defective under this warranty shall be given to Trane. No liability whatever shall attach to Trane until said products and extended warranty have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

All labor applicable to an extended labor warranty must be performed by the Trane-affiliated commercial service representative in your area. Warranty labor, when purchased, is furnished during normal working hours only and excludes, among other things, unusual equipment access problems and crane charges.

THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR TRADE.

IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should Trane nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

The following Extended Limited Warranty/Warranties are provided to Customer and shall commence upon expiration of the Original Warranty. These warranties will remain in force providing the original equipment is at all times located in the U.S. or Canada. Additionally, if the equipment is moved from its original installed location, these warranties will be void.

Model Number	Serial Number	Warranty Description
RAUJC304BC13A	C13D02109	2nd-5th yr replacement compr - parts only
RAUJC604PC13A	C13D02110	2nd-5th yr replacement compr - parts only
RAUJD104PB1320	C13D02111	2nd-5th yr replacement compr - parts only
RAUJC304BC13A	C13D02112	2nd-5th yr replacement compr - parts only



Warranty and Liability Clause

COMMERCIAL EQUIPMENT RATED 20 TONS AND LARGER AND RELATED ACCESSORIES

PRODUCTS COVERED

This warranty* is extended by Trane Inc. and applies only to commercial equipment rated 20 Tons and larger and related accessories.

The Company warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever is less, that the Company products covered by this order (1) are free from defects in material and workmanship and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins, provided that no warranty is made against corrosion, erosion or deterioration. The Company's obligations and liabilities under this warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to Buyer's city (or port of export for shipment outside the conterminous United States) replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant. No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

The warranty and liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. In no event shall the Company be liable for any incidental or consequential damages.

THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Manager - Product Service

Trane Inc.

Clarksville, Tn 37040-1008

PW-215-2688

*Optional Extended Warranties are available for compressors and heat exchangers of Combination Gas-Electric Air Conditioning Units.

7 LIMITED WARRANTY

Subject to the terms and conditions herein, Harsco Industrial, Patterson-Kelley, Seller warrants to the original owner at the original installation site that products manufactured by Seller will be free from defects in materials and workmanship for a period of one (1) years from date of start up (the "Warranty Period"), provided that startup is completed within six months from the date of shipment. The heat exchanger and burner will be warranted for a period of five (5) years from the date of shipment (the "Warranty Period").

REMEDY

The sole remedy of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use within the Warranty Period. Installation is not included.

WARRANTY

The owner must notify the original installer of the Product and Seller (Attention: Harsco Industrial, Patterson-Kelley, 100 Burson Street, East Stroudsburg, PA 18301), in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to the factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

Seller shall have no liability for and this warranty does not cover:

- A. Incidental, special or consequential damages, such as loss of the use of products, facilities or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards at of the time of shipment.
- C. Any damage to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperatures or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any Product for any particular application.
- F. Any failure resulting from misuse, modification not authorized by Seller in writing, improper installation or lack of or improper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.
- H. Leakage or other malfunction caused by:
 1. Defective installations in general and specifically, any installation which is made:
 - a. in violation of applicable state or local plumbing housing or building codes,
 - b. contrary to the written instructions furnished with the unit
 2. Adverse local conditions in general and, specifically, sediment or lime precipitation in the tubes and/or headers or corrosive elements in the atmosphere.
 3. Misuse in general and, specifically, operation and maintenance contrary to the written instructions furnished with the unit, disconnection, alteration or addition of components or apparatus, not approved by Seller, operation with fuels or settings other than those set forth on the rating plate or accidental or exterior damage.
- I. Production of noise, odors, discoloration or rusty water.
- J. Damage to surrounding area or property caused by leakage or malfunction.
- K. Costs associated with the replacement and/or repair of the unit including: any freight, shipping or delivery charges, any removal, installation or reinstallation charges, any material and/or permits required for installation, reinstallation or repair, charges to return the boiler and or components. Seller's liability under this warranty shall not in any case exceed the amount paid for the Product found to be defective.

THIRD PARTY WARRANTIES

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to one (1) year from the date of shipment.

SEVERABILITY

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

NO OTHER WARRANTIES

Seller makes no implied warranty of merchantability or fitness for a particular purpose or other warranties with respect to any products or services except as expressly set forth in this limited warranty.