

LG Electronics Canada, Inc. ("LG") warrants that it will repair or replace defective internal functional parts ("Part[s]") of a qualified LG RESIDENTIAL / LIGHT COMMERCIAL System (each, a "System") that fail during the warranty period if such parts prove to be defective due to improper materials and / or manufacturing workmanship under normal application, installation, use and service conditions. This Limited Warranty shall apply to Systems sold by LG in Canada and extends only to the original end use purchaser of the System at the same location on which the System was originally installed (all such persons hereinafter referred to as "Customer"). A qualified System is one that has been (a) installed by an individual or company that (i) has successfully completed LG Residential/Light Commercial product training conducted at an LG Factory Owned Academy or authorized LG Partner Academy (the "Training Requirements"), and (ii) holds a current government issued license that authorizes the individual or company to service and install heating, ventilation, and air conditioning equipment in the province where the System is located; and (b) installed, started, operated and serviced in compliance with (i) guidelines set forth in installation, operation, maintenance and engineering publications made available by LG, (ii) software based design programs made by available by LG, (iii) applicable local, provincial and federal law and, (iv) applicable building, mechanical, plumbing and electrical codes and best industry standards and practices.

STANDARD LIMITED WARRANTY PERIOD

1. **STANDARD FIVE (5) YEAR WARRANTY FOR A QUALIFIED SYSTEM** - The Part(s) of a qualified System, including the compressor, are warranted for a period (the "Standard Parts Warranty Period") ending five (5) years after the date of original installation. In absence of proof of installation the warranty date will end five (5) years from the date of manufacture.
2. **ADDITIONAL FIVE (5) YEAR COMPRESSOR PART WARRANTY (Single Spilt Wall Mounted)**- The Compressor is warranted for an additional five (5) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period"), for applicable units listed above.
3. **ADDITIONAL TWO (2) YEAR COMPRESSOR PART WARRANTY (Single Zone AHUs/Cassettes and Multi Spilts)**- The Compressor is warranted for an additional two (2) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period"), for applicable units listed above.

LIMITED REGISTERED WARRANTY

The Standard Warranty Period and the Compressor Warranty Period are extended to a total of ten (10) years (the "Limited Registered Warranty Period") for qualified Systems that have been (a) installed pursuant to LG's published instructions and (b) product is registered within 60 days of startup at www.lg.ca

HOW DOES THIS LIMITED WARRANTY APPLY

1. The remedies set forth in the Limited Warranty are the sole and exclusive remedies of Customer for defective Part(s) during the applicable warranty period.
2. Replacement Part(s) shall be of like kind and quality and may be new or remanufactured. Replacement Part(s) shall be warranted in accordance with this Limited Warranty for the remaining portion of the original System's warranty period or ninety (90) days after installation of the Replacement Part(s), whichever is longer.
3. Defective Part(s) must be held for a period of at least ninety (90) days and may be requested to be returned to LG. Any such returned defective Part(s) become the property of LG. This Limited Warranty covers the transportation cost for any returns of defective Parts to the extent requested by LG and for reshipment of any replaced Part(s) to the Customer, but does not cover expedited shipping, risk of loss including shipping damage or loss for return of the defective Part(s) to LG or its authorized agent and any other costs associated with installation, removal, or re-installation of the Part(s). If any Part(s) returned to LG are found not to be defective or the applicable warranty period has expired, the Customer shall be responsible for return shipping cost.
4. This Limited Warranty does not cover charges for labor or any other costs incurred in connection with this Limited Warranty, including, but not limited to, fuel and transportation costs, lodging, refrigerant, etc., incurred in the trouble shooting, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, handling, or replacement of Part(s) and the complete System or for any costs or expenses for providing temporary or substitute equipment or service during periods of malfunction or non-use pending replacement or completion of repairs under this Limited Warranty.

5. LG will not be responsible or liable for any costs for any parts, labor, supplies, or refrigerant necessary to alter, rework, or modify the System to prepare the System for proper commissioning.
6. This Limited Warranty shall not be enlarged, extended, or effected, and no additional obligation or liability shall be created by LG providing technical advice, information, service(s), applications suggestions, or equipment modifications to any person or entity associated with the installation, service, repair, maintenance or operation of the System.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Warranty is void and of no effect, and LG will have no liability hereunder to any Customer or third party, to the extent any of the following occur:

1. A System is sold and/or installed outside of Canada or is removed from the location where it was originally installed.
2. A System is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
3. Any serial number of any System or any Part(s) thereof is altered, defaced or removed.
4. The System is misused, neglected, or the Customer fails to operate the System as specified by the manufacturer's instructions, or to properly perform all recommended preventive and routine maintenance as defined in LG published documents. Routine maintenance includes procedures such as cleaning the condensate drain system, evaporator, and condenser coils, and cleaning and / or replacing of air filters or belts.
5. Any installation, repair, maintenance or service is performed by unauthorized or unqualified third party service providers.
6. Damage and / or failure caused by a power surge (whether caused by lightning or fluctuations in or interruptions of electrical power), faulty power supply, fire, water, wind, impact damage from projectiles, earthquake, flooding, theft, riot, or any acts of God.
7. Damage and / or failure caused by improper wiring, installation, or handling of the System while in transit or in a storage facility.
8. Damage and / or failure caused by System exposure to corrosive chemical vapors and / or liquids, contaminates, or any corrosive agent including, but not limited to, chlorine, formaldehyde, acetaldehyde, sulfur, silicone, acetic acid, etc.
9. Damage and / or failure to the System due to operating in a wet environment or in harmful environmental conditions including sea or salt-water.
10. Damage caused by ice or frozen or broken water pipes.
11. Damage due to ordinary wear and tear.
12. Damage and / or failure as result of exposure to excessive or harmful volatile organic compounds (VOCs) or where damage and / or failure occur due to improper air make up or supply or inadequate ventilation.
13. Damage and / or failure caused by improper application of the System and / or the improper matching of any component of the System or other failure to comply with the manufacturer's instructions or recommendations.
14. Damage and/or failure caused by modification and/or alteration of the System or any component of the System in order to meet or circumvent government codes or regulations.
15. Maintenance or field provided Part(s) other than those provided by LG such as filters, field installed components or accessories including, but not limited to, refrigerant piping, drain lines, control and electrical wiring, ductwork, etc.
16. Damage and / or failure due to using unapproved refrigerant types or recycled refrigerant.
17. Damage and / or failure caused by improper adjustments of user controls.
18. Acts, omissions, and conduct of any and all third parties including, but not limited to, the installing contractor and any repairs, service or maintenance by unauthorized or unqualified persons.
19. The System has been purchased online from a source not expressly authorized by LG.

LIMITED WARRANTY CONDITIONS

The extended Limited Warranty for the Systems shall be valid only if all of the following conditions are met:

1. Vacuum drying at commissioning followed LG's published guidelines.
2. All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
3. Correct refrigerant charge used at time of commissioning.
4. Correct refrigerant charge used after any repairs (no leaks in the System).
5. Equipment was operating within LG's published and recommended temperature limits.
6. Equipment was not operated during the construction phase.

LIMITATION OF WARRANTY SCOPE

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUE OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OR DAMAGE TO OTHER EQUIPMENT OR GOODS, COST OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE SYSTEM. LG'S TOTAL LIABILITY, IF ANY, UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE SYSTEM WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.

No one is authorized by LG to modify this Limited Warranty in any respect or to create for LG any other obligation or liability in connection with the System unless done so in a written agreement with the signature of the President or a Senior Vice President of LG. Customer agrees that any purported change by LG shall be null and void unless the President or a Senior Vice President of LG shall have expressly so agreed to such change in writing.

If any clause of the Limited Warranty is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

ASSERTION OF CLAIMS

The assertion of claims under this Limited Warranty is expressly conditioned upon the Customer: (i) informing the authorized reseller / distributor of the System in writing of the alleged claim during the applicable warranty period, or (ii) sending written notification of the alleged claim directly to the address stated below during the applicable warranty period in the event that the authorized reseller / distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of installation of the System. The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Part(s) may only occur after the written authorization of LG has been given.

