

## WARRANTY

**ARBITRATION NOTICE:** THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS THE LAWS OF YOUR PROVINCE OR TERRITORY DO NOT PERMIT THAT, OR, IN OTHER JURISDICTIONS, IF YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. PLEASE SEE THE SECTION TITLED "PROCEDURE FOR RESOLVING DISPUTES" BELOW.

ENGLISH

### WHAT THIS WARRANTY COVERS:

LG Electronics Canada, Inc. ("LG") warrants your LG Room Air Conditioner ("product") against defect in materials or workmanship under normal household use, during the warranty period set forth below. LG will, at its option, repair or replace the product. This limited warranty is (except to some extent in Quebec and where otherwise prohibited) valid only to the original retail purchaser of the product, is not assignable or transferrable to any subsequent purchaser or user, and applies only when the product is purchased through an LG authorized dealer or distributor and used within Canada.

### NOTE

- Replacement products and repair parts may be new or factory-remanufactured at LG's option and are warranted for the remaining portion of the original unit's warranty period or ninety (90) days, whichever is longer. Please retain dated receipt or delivery ticket as evidence of the Date of Purchase for proof of warranty (you may be required to submit a copy to LG or authorized representative). If the Date of Purchase cannot be verified, the warranty period will begin 15 months from the date of manufacture.

### WARRANTY PERIOD:

**1 year** from the Date of Purchase: **Any internal/ functional Parts and Labor.**

### HOW SERVICE IS HANDLED: In-Home Service or Swap SVC

LG may elect, at our option, to provide Swap or In home Service. To receive in-home service, the product must be unobstructed and accessible to service personnel. If during in-home service repair cannot be completed, it may be necessary to remove, repair and return the product. OR LG may elect, at our option, to provide Swap Service by providing an authorized service exchange through the distribution center you originally purchased the product from.

### THIS LIMITED WARRANTY DOES NOT COVER:

- Service trips to deliver, pick up, or install or set up the Product; Instruction on Product use.
- Adjustments of user controls.
- Products that have had a serial number or any part thereof altered, defaced or removed.
- Property damages, malfunction or failure of the product, or personal injury caused by or resulting from:
  - (a) accident, abuse, negligence or misuse;
  - (b) operating the Product in a corrosive or wet environment containing chlorine, fluorine or any other hazardous chemicals;
  - (c) installation, alteration, repair or service by anyone other than a licensed, authorized LG contractor or other than pursuant to the manufacturer's instructions, including installation not in accordance with applicable laws, codes and standards applying in the province in which the Product is installed;
  - (d) improper matching of Product components;
  - (e) improper sizing or design of the Product;
  - (f) improper or deferred maintenance contrary to the manufacturer's instructions;
  - (g) physical abuse to or misuse of the Product (including failure to perform any maintenance as described in the Operation Manual such as air filter cleaning, or any Product damaged by excessive physical or electrical stress);
  - (h) Product used in other than normal use or in any manner contrary to the Operation Manual;
  - (i) freight damage or damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power.

THIS LIMITED WARRANTY SHALL NOT BE ENLARGED, EXTENDED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OR GROW OUT OF, LG PROVIDING, DIRECTLY OR INDIRECTLY, ANY TECHNICAL ADVICE, INFORMATION AND/OR SERVICE TO OWNER IN CONNECTION WITH THE PRODUCT. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, LG MAKES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER REGARDING THE PRODUCT. LG DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND (EXCEPT IN QUEBEC AND WHERE OTHERWISE PROHIBITED) OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR LG IN CONNECTION WITH THE PRODUCT. LG DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (including, without limitation, the installing contractor) IN CONNECTION WITH OR RELATED TO THE PRODUCT.

UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCT WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF LG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL LG'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH ANY CLAIM IS MADE.

SOME PROVINCES (INCLUDING QUEBEC) DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Where any term of this warranty is prohibited by such laws, it shall be null and void, but the remainder of this warranty shall remain in effect. THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS AND THE OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.

**HOW TO OBTAIN WARRANTY SERVICE & ADDITIONAL INFORMATION:**

Call 1-888-LG-CANADA (542 2623) or visit our website at [www.lg.com](http://www.lg.com).

Mail to: LG Electronics Canada Inc.  
20 Norelco Drive  
North York, ON M9L 2X6

**FOR YOUR RECORDS**

Write the model and serial numbers here:

Model No. \_\_\_\_\_

Serial No. \_\_\_\_\_

- You can find them on a label on the side of each unit.

Dealer's Name \_\_\_\_\_

Date Purchased \_\_\_\_\_

- Staple your receipt to this page in the event you need it to prove date of purchase or for warranty issues.

**PROCEDURE FOR RESOLVING DISPUTES:**

EXCEPT WHERE PROHIBITED AT LAW, ALL DISPUTES BETWEEN YOU AND LG ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. EXCEPT WHERE PROHIBITED AT LAW, YOU AND LG BOTH IRREVOCABLY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION.

**Definitions.** For the purposes of this section, references to “LG” mean LG Electronics Canada, Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, predecessors in interest, successors, assigns and suppliers; references to “dispute” or “claim” shall include any dispute, claim or controversy of any kind whatsoever (whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation or any other legal or equitable theory) arising out of or relating in any way to the sale, condition or performance of the product or this Limited Warranty.

**Notice of Dispute.** In the event you intend to commence an arbitration proceeding, you must first notify LG in writing at least 30 days in advance of initiating the arbitration by sending a letter to LGECI Legal Team at 20 Norelco Drive, North York, Ontario, Canada M9L 2X6 (the “Notice of Dispute”). You and LG agree to engage in good faith discussions in an attempt to amicably resolve your claim. The notice must provide your name, address, and telephone number; identify the product that is the subject of the claim; and describe the nature of the claim and the relief being sought. If you and LG are unable to resolve the dispute within 30 days of LG’s receipt of the Notice of Dispute, the dispute shall be resolved by binding arbitration in accordance with the procedure set out herein. You and LG both agree that, during the arbitration proceeding, the terms (including any amount) of any settlement offer made by either you or LG will not be disclosed to the arbitrator until the arbitrator determines the dispute.

**Agreement to Binding Arbitration and Class Action Waiver.** Upon failure to resolve the dispute during the 30 day period after LG’s receipt of the Notice of Dispute, you and LG agree to resolve any claims between you and LG only by binding arbitration on an individual basis, unless you opt out as provided below, or you reside in a jurisdiction that prevents full application of this clause in the circumstances of the claims at issue (in which case if you are a consumer, this clause will only apply if you expressly agree to the arbitration). To the extent permitted by applicable law, any dispute between you and LG shall not be combined or consolidated with a dispute involving any other person’s or entity’s product or claim. More specifically, without limitation of the foregoing, except to the extent such a prohibition is not permitted at law, any dispute between you and LG shall not under any circumstances proceed as part of a class or representative action. Instead of arbitration, either party may bring an individual action in small claims court, but that small claims court action may not be brought on a class or representative basis except to the extent this prohibition is not permitted at law in your province or territory of jurisdiction as it relates to the claims at issue between you and LG.

**Arbitration Rules and Procedures.** To begin arbitration of a claim, either you or LG must make a written demand for arbitration. The arbitration will be private and confidential, and conducted on a simplified and expedited basis before a single arbitrator chosen by the parties under the provincial or territorial commercial arbitration law and rules of the province or territory of your residence. You must also send a copy of your written demand to LG at LG Electronics, Canada, Inc., Attn: Legal Department- Arbitration, 20 Norelco Drive, North York, Ontario M9L 2X6. This arbitration provision is governed by your applicable provincial or territorial commercial arbitration legislation. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction. All issues are for the arbitrator to decide, except that, issues relating to the scope and enforceability of the arbitration provision and to the arbitrability of the dispute are for the court to decide. The arbitrator is bound by the terms of this provision.

**Governing Law.** The law of the province or territory of your purchase shall govern this Limited Warranty and any disputes between you and LG except to the extent that such law is preempted by or inconsistent with applicable federal or provincial/territorial law. Should arbitration not be permitted for any claim, action, dispute or controversy between you and LG, you and LG attorn to the exclusive jurisdiction of the courts of the province or territory of your purchase for the resolution of the claim, action, dispute or controversy between you and LG.

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**Fees/Costs.** You do not need to pay any fee to begin an arbitration. Upon receipt of your written demand for arbitration, LG will promptly pay all arbitration filing fees unless you seek more than \$25,000 in damages, in which case the payment of these fees will be governed by the applicable arbitration rules. Except as otherwise provided for herein, LG will pay all filing, administration and arbitrator fees for any arbitration initiated in accordance with the applicable arbitration rules and this arbitration provision. If you prevail in the arbitration, LG will pay your attorneys' fees and expenses as long as they are reasonable, by considering factors including, but not limited to, the purchase amount and claim amount. Notwithstanding the foregoing, if applicable law allows for an award of reasonable attorneys' fees and expenses, an arbitrator can award them to the same extent that a court would. If the arbitrator finds either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the applicable laws), then the payment of all arbitration fees will be governed by the applicable arbitration rules. In such a situation, you agree to reimburse LG for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable arbitration rules. Except as otherwise provided for, LG waives any rights it may have to seek attorneys' fees and expenses from you if LG prevails in the arbitration.

**Hearings and Location.** If your claim is for \$25,000 or less, you may choose to have the arbitration conducted solely (1) on the basis of documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the applicable arbitration rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the applicable arbitration rules. Any in-person arbitration hearings will be held at the nearest, most mutually-convenient arbitration location available within the province or territory in which you reside unless you and LG both agree to another location or agree to a telephonic arbitration.

**Severability and Waiver.** If any portion of this Limited Warranty (including these arbitration procedures) is unenforceable, the remaining provisions will continue in full force and effect to the maximum extent permitted by applicable law. Should LG fail to enforce strict performance of any provision of this Limited Warranty (including these arbitration procedures), it does not mean that LG intends to waive or has waived any provision or part of this Limited Warranty.

**Opt Out.** You may opt out of this dispute resolution procedure. If you opt out, neither you nor LG can require the other to participate in an arbitration proceeding. To opt out, you must send notice to LG no later than 30 calendar days from the date of the first consumer purchaser's purchase of the product by either (i) sending an e-mail to [optout@lge.com](mailto:optout@lge.com), with the subject line: "Arbitration Opt Out;" or (ii) calling 1-800-980-2973. You must include in the opt out e-mail or provide by telephone: (a) your name and address; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the serial number (the serial number can be found (i) on the product; or (ii) online by accessing [https://www.lg.com/ca\\_en/support/repair-service/schedule-repair](https://www.lg.com/ca_en/support/repair-service/schedule-repair) and clicking on "Find My Model & Serial Number").

In the event that you "Opt Out", the law of the province or territory of your residence shall govern this Limited Warranty and any disputes between you and LG except to the extent that such law is preempted by or inconsistent with applicable federal or provincial/territorial law. Should arbitration not be permitted for any claim, action, dispute or controversy between you and LG, you and LG agree to attorn to the exclusive jurisdiction of the courts of the province or territory of your residence for the resolution of the claim, action, dispute or controversy between you and LG.

You may only opt out of the dispute resolution procedure in the manner described above (that is, by e-mail or telephone); no other form of notice will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the full benefits of the Limited Warranty. If you keep this product and do not opt out, then you accept all terms and conditions of the arbitration provision described above.

**Conflict of Terms.** In the event of a conflict or inconsistency between the terms of this Limited Warranty and the End User License Agreement ("EULA") in regards to dispute resolution, the terms of this Limited Warranty shall control and govern the rights and obligations of the parties and shall take precedence over the EULA.