



## LG SOLAR MODULE LIMITED WARRANTY

The limited warranties specified below (hereinafter “**Limited Warranty**”) apply to LG Solar Module models (hereinafter “**Module(s)**”) sold by LG Electronics U.S.A., Inc. (hereinafter “**LG**”) and installed by a licensed contractor under applicable local and state laws, and extend only to the original end use purchaser and subsequent owner(s) of the location on which the Module(s) is originally installed (all such persons hereinafter referred to as “**Customer**”). The warranty start date (“**Warranty Start Date**”) shall be the date of purchase by the original end use purchaser. If the Customer is unable to provide adequate documentation of the original purchase, the Warranty Start Date shall be 3 months after the module was manufactured.

### 1. 10 Years Limited Warranty for Module(s)

LG will, at its sole option, repair or replace the Module(s) if it proves to be defective in material or workmanship for a period ending 10 years from the Warranty Start Date under normal application, installation, use and service conditions. This “10 Years Limited Warranty for Module(s)” does not warrant a specific power output, which shall be exclusively covered under Section 2 hereinafter (“25 years Limited Warranty for Power Output”)

### 2. 25 Years Limited Warranty for Power Output

LG warrants that for a period of one (1) year from Warranty Start Date the actual power output of the module will be no less than 97% of the labeled power output. From the second year, the warranty for power output will decline annually by 0.7% in each of the remaining 24 years, so that during 25th year, an actual output of at least 80.2% of the nameplate power output specified on the Module will be achieved. The power output values shall be those measured under LG’s standard test conditions as follows: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per  $m^2$  and; (c) a cell temperature of 25 degrees centigrade at right angle irradiation.

If the Module does not meet the warranted power output levels set out above when measured by LG or by an independent measuring institute agreed to prior to testing by LG under standard test conditions (IEC 61215) taking into account a  $\pm 3\%$  measurement tolerance range, LG will, at its sole and absolute discretion, either (i) repair the Module(s); (ii) supplement such deficiency in power by either: (a) providing additional module(s) to the Customer, or (b) replacing the Module(s); or (iii) Refund the difference between guaranteed minimal power output and actual power output (measured under LG’s STC) multiplied by the then current market price of the Module(s) or a comparable model at the time of the Customer’s claim.

### 3. How this Limited Warranty Applies

The remedies set forth in this Limited Warranty shall be the sole and exclusive remedies and the original warranty period in this Limited Warranty shall not extend beyond the period set forth therein, nor will a new warranty period begin, upon repair, replacement or pro-rated refund due to power loss at LG’s sole option provided under this Limited Warranty.

Repair or replacement will be made with new or re-manufactured module(s) or parts and the replaced Module(s) or parts shall become the property of LG. In the event the Module(s) is no longer available, LG reserves the right, at its sole option, to deliver new or remanufactured module(s) that may differ in size, color, shape, model number, and/or power level.



This Limited Warranty covers the transportation cost for reshipment of any repaired or replaced Module(s) to the Customer site, but does NOT cover the transportation cost and risk including shipping damage or loss for return of the Module(s) to LG or LG's authorized agent and any other costs associated with installation, removal, or re-installation of the Module(s). If a Module(s) returned to LG is found not to be defective or this Limited Warranty has expired, the Customer is responsible to pay for return shipping cost.

#### **4. Limited Warranty Exclusions**

**4-1.** This Limited Warranty does NOT apply to Module(s):

- (a) Sold and/or installed outside the geographic territory of the United States and US territories;
- (b) Sold AS IS or WITH ALL FAULTS or consumables; or
- (c) That had a serial number or any part thereof altered, defaced or removed.

**4-2.** This Limited Warranty also does NOT apply to Module(s) which have been subjected to:

- (a) Damage and/or failure caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
- (b) Damage and/or failure caused by non-compliance with national and local electric codes;
- (c) Damage and/or failure caused by installations not in conformance with the Module(s) specifications, installation manuals, operation manuals, or labels attached to the Module(s);
- (d) Damage and/or failure caused by improper wiring, installation, or handling;
- (e) Damage and/or failure caused by devices and/or parts other than the Module(s) or by mounting methods of such devices and/or parts;
- (f) Damage and/or failure caused by improper or incorrectly performed maintenance, operation or modification;
- (g) Damage and/or failure caused by removal from the original place of installment;
- (h) Damage and/or failure caused by repairs not in accordance with LG's instructions;
- (i) Damage and/or failure caused by inappropriate handling during storage, packaging or transportation;
- (j) Damage and/or failure caused by external shock such as flying objects or external stress;
- (k) Damage and/or failure caused by environmental pollution such as soot, salt damage, or acid rain;
- (l) Damage and/or failure caused by natural forces (earthquakes, tornados, floods, lightning, hurricanes, heavy snow, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond LG's control;
- (m) Damage and/or failure caused by terrorist acts, riots, war or other man-made disasters;
- (n) Damage and/or failure caused by external stains or scratches that do not affect output;
- (o) Damage and/or failure caused by sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging or continuous use; or
- (p) Damage and/or failure caused by Module(s) installed in a location that exceeds operating conditions.



## 5. Limitation of Warranty Scope

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE MODULE(S) IS LIMITED IN DURATION OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, MODULE(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE MODULE(S). LG'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE MODULE(S) OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## 6. Assertion of Claims

The assertion of claims under this Limited Warranty presupposes that the Customer has (i) informed the authorized reseller/distributor of our Module(s) in writing of the alleged claim, or that; (ii) this written notification has been sent directly to the address stated in Section 7 below 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 purchase of LG Module(s). The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Module(s) may only occur after the written authorization of LG has been given.

## 7. Obtaining Warranty Performance

Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the authorized LG representative, or contact LG directly by writing to:

### **LG Electronics U.S.A. Inc**

Solar Business Team

1000 Sylvan Ave. Englewood Cliffs, NJ 07632

Email : [lg.solar@lge.com](mailto:lg.solar@lge.com)

Customer may also contact LG via its web-site at [www.lgsolarusa.com](http://www.lgsolarusa.com).

## 8. Force Majeure

LG shall not be responsible or liable to Customer or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond LG's control, including, without limitations,



any technological, physical event or condition which is not reasonably known or understood at the time of sale of the Module(s) or the claim.

## **9. Disputes**

Except to the extent prohibited by applicable law, the Customer agrees she/he will not bring any action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred.

## **10. Arbitration**

The laws of the state of New York govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to these terms and conditions must be submitted to confidential arbitration in New York, New York. Arbitration under this Limited Warranty shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Limited Warranty shall be joined to an arbitration involving any other party subject to this Limited Warranty , whether through class arbitration proceedings or otherwise.

## **11. Severability**

If a part, provision or section of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Warranty shall be treated as severable.

## **12. Validity**

This Warranty is valid as of January 1<sup>st</sup>, 2013 for all modules of the serial number starting with "Kxx12xxxxxx" and Kxx13xxxxxx".

LG holds the right to amend the provisions, clauses or applications of this Limited Warranty from time to time without notice, however such changes would not be retrospective.