

# **AC EnerBox<sup>™</sup> Limited Warranty**





# LG EnerBox<sup>™</sup> (Communication Gateway) LIMITED WARRANTY

The limited warranties specified below (hereinafter "Limited Warranty") apply to LG EnerBox<sup>™</sup> Communications Gateway (hereinafter "LGENBOX") listed under Section 11 below 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 LGENBOX(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 ninety (90) days after the LGENBOX was manufactured.

#### 1. 2 Years Limited Warranty for LGENBOX(s)

LG will, at its sole and absolute discretion, repair or replace the LGENBOX(s) if it proves to be defective in material or workmanship for a period ending two (2) years beginning on the Warranty Start Date ("Warranty Period") under normal application, installation, use and service conditions.

#### 2. 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 at LG's sole and absolute discretion provided under this Limited Warranty.

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

This Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of the Customer's receipt of the repaired or replacement product, whichever is later.

This Limited Warranty covers the transportation cost for reshipment of any repaired or replaced LGENBOX(s) to the Customer site, but does NOT cover the transportation cost and risk including shipping damage or loss for return of the LGENBOX(s) to LG or LG's authorized agent and any other costs associated with installation, removal, or re-installation of the LGENBOX(s). If a LGENBOX(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.

#### 3. Limited Warranty Exclusions

**3-1.** This Limited Warranty does <u>NOT</u> apply to LGENBOX(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.
- **3-2.** This Limited Warranty also does <u>NOT</u> apply to LGENBOX(s) which has been subjected to:
- (a) Damage and/or failure caused by installations not in conformance with the LGENBOX(s) specifications, installation Instructions,

or labels attached to the LGENBOX(s);

- (b) Damage and/or failure caused by improper installation, or handling;
- (c) Damage and/or failure caused by devices and/or parts other than the LGENBOX(s)
- (d) Damage and/or failure caused by improper or incorrectly performed maintenance, operation or modification;
- (e) Damage and/or failure caused by repairs not in accordance with LG's instructions;
- (f) Damage and/or failure caused by inappropriate handling during storage, packaging or transportation;
- (g) Damage and/or failure caused by terrorist acts, riots, war or other man-made disasters;
- (h) Damage and/or failure caused by fire, water, generalized corrosion, biological infestations, act of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the LGENBOX specifications, including high input voltage from generators or lightening strikes;
- (i) Damage and/or failure caused by incidental or consequential damage caused by defects of other components of the solar system;
- (j) Damage and/or failure caused by external stains or scratches that do not affect performance;
- (k) 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
- (I) Damage and/or failure caused by LGENBOX(s) installed in a location that exceeds operating conditions.

# 4. 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 LGENBOX(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, LGENBOX(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE LGENBOX(S), LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE LGENBOX(S). LG'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE LGENBOX(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.



## 5. Assertion of Claims

The assertion of claims under this Limited Warranty presupposes that the Customer has (i) informed the authorized reseller/distributor of our LGENBOX(s) in writing of the alleged claim, or that; (ii) this written notification has been sent directly to the address stated in Section 6 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 LGENBOX(s). The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of LGENBOX(s) may only occur after LG provides written authorization.

#### 6. 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 Customer may also contact LG via its web-site at <u>www.lgsolarusa.com</u>.

# 7. 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 LGENBOX(s) or the claim.

#### 8. 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.

# 9. 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.

## 10. 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.

#### 11. Validity

This Limited Warranty shall be valid beginning on September 1, 2014 and shall apply to "LGENBOX-01" model with serial number starting with and "1xx1409xxxxx", "1xx1410xxxxx", "1xx1411xxxxx", "1xx1412xxxxx", and "1xx15xxxxxx".

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.