



**LG CAREQ CONCIERGE  
EXTENDED WARRANTY FOR DIGITAL SIGNAGE DISPLAYS, HOSPITALITY  
TELEVISIONS, COMMERCIAL LITE TELEVISIONS**

This LG CareQ Concierge Agreement for Digital Signage Displays, Hospitality Television and Commercial Lite Televisions (the "**Agreement**") is made between LG Electronics Canada, Inc., a company organized and existing under the laws of Canada, having its registered office at 20 Norelco Drive, North York, ON M9L-2X6 ("**LG**") and the Customer (defined below).

WHEREAS LG wishes to provide Warranty Services (defined below) for the Products (defined below) and Customer desires to retain LG to perform such Warranty Services on behalf of Customer.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**1. DEFINITIONS**

"**Business Day**" means Monday to Friday, except where any such day occurs on a statutory holiday in the respective province of install. If any action is required to be taken on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day. A period of days shall be deemed to begin on the first day after the event which began the period and to end at 7:00 p.m. (local time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 7:00 p.m. (local time) on the next Business Day.

"**Customer**" means the original purchaser of the Product for commercial use within Canada, as identified on the Product proof of purchase.

"**Product**" means digital signage displays, commercial lite televisions and hospitality televisions sold by LG or its authorized distributors to Customers within Canada.

"**Warranty Services**" shall mean any and all maintenance and repair services as described in Section 3.

**2. PLANS**

Warranty Services shall commence on the date stated on the Customer's proof of purchase for the Warranty Services (the "**Effective Date**") and end either three (3) years or (5) years thereafter, depending on the Plan purchased by you (the "**Term**").



## The Plans:

Warranty Product	Model	Screen Size (Inch)	Description	Warranty
Commercial TV	TSZB-SWP0-3	Under 65 inch	Provides a 3 year 48 hours on-site swap service	3 Year
Commercial TV	TSZC-SWP0-5	Under 65 inch	Provides a 5 year 48 hours on-site swap service	5 Year
Monitor Signage	MSSD-WGS0-3	Under 65 inch	Provides a 3 year 48 hours on-site swap service ( under 65")	3 Year
Monitor Signage	MSSD-WGS0-5	Under 65 inch	Provides a 5 year 48 hours on-site swap service ( under 65")	5 Year
Monitor Signage	MSZD-SWP0-3	65-85	Provides a 3 year 48 hours on-site swap service ( 65" - 85")	3 Year
Monitor Signage	MSZD-SWP0-5	65-85	Provides a 5 year 48 hours on-site swap service ( 65" - 85")	5 Year
Monitor Signage	MSHE-SW20-3	86	Provides a 3 year 72 hours on-site swap service ( 86" ONLY)	3 Year
Monitor Signage	MSHE-SWP0-5	86	Provides a 5 year 72 hours on-site swap service ( 86" ONLY )	5 Year

Your selected Plan must be purchased and registered with LG within thirty (30) days of product purchase to receive Warranty Services. For questions regarding the product registration process, please contact your Key Account Manager.

### 3. WARRANTY SERVICES

Should your Product fail due to a defect in materials or workmanship under normal and proper use during the Term, LG will, at its option, repair or replace the Product.

LG shall perform the Warranty Services for Customer during the Term of this Agreement. LG may appoint other service providers to perform the Warranty Services, on behalf of LG, in its sole discretion.

Customer shall contact LG's customer service line at 1-855-286-2456 to initiate any Warranty Services. If LG is unable to resolve the issue over the phone, LG shall dispatch a representative to investigate the issue. If the representative determines that the Product is defective, representative shall replace the defective Product with a similar or comparable Product.

The Product must be mounted no higher than 9 feet from the ground to the bottom edge of the Product. For Product less than 86", provided that a service request is made by 2:00 p.m. (local time), LG shall arrive at the location by 7:00 p.m. (local time) on the second Business Day following the request. If a service request is made after this time or for Product that is 86" or larger, LG shall arrive at the site by 7:00 p.m. (local time) on the third Business Day.

Replacement Products may either be new or refurbished in LG's sole discretion. Any defective Products shall become the sole and absolute property of LG and LG has no obligation to return said Product to Customer.



LG's response time for the provision of Warranty Services is subject to the following:

- Changes to the scope of work, which must be agreed by Customer and LG and may result in additional charges to Customer
- Requests by the location to delay arrival
- Acts of God
- Inclement weather
- Non-traditional locations where special access is required

Warranty Services also include:

- Reconnection of cables removed during dismount
- Confirmation that content appears on the display.
- Confirmation of remote connectivity via applicable party

Warranty Services Exclusions:

- Engineering and/or configuration changes or the relocation of Products
- Firmware updates
- Cables (i.e. VGA/ HDMI/Display Port/CAT5/6), attachments or other devices used with the Products, including but not limited to compatibility, connectivity, malfunction, electrical, cosmetics and/or mechanical work
- Onsite Troubleshooting - These requests will result in a separate charge to Customer and must be identified prior to dispatch
- Repair to Products due to installation or servicing by an unauthorized party
- Repair or replacement of Products damaged by fire, water, acts of God, misuse, abuse, negligence, alteration, improper exposure to environmental factors (including excessive temperatures or humidity), unusual physical or electrical stress or interference or failure or fluctuation of electrical power
- If failure is determined not to be LG hardware related
- Service necessary to comply with requirements or regulations of any government body or agency arising after the date of this Agreement.
- Products where any identification or serial numbers have been defaced, altered, removed or cannot be readily determined.
- Products purchased or used outside of Canada
- Customer induced cosmetic defects
- Any Product that is installed outside of the maximum height restriction of nine (9) feet from the ground to the bottom edge of the product
- Color Calibration (techs will perform only a manual and subjective calibration)
- Any custom mount or enclosure that require special tooling or install team to remove the display (standard pop-out mount is required)
- Service trips to deliver, pick up, install, educate how to operate, replace fuses, correct wiring, or correct unauthorized repairs. Installation or repair of antenna systems, cable converters, internet service provider supplied equipment, or other components in a video system.
- Damage or failure of the Product resulting from operating the Product contrary to



the Product owner's manual

- Damage or failure of the Product caused by compatibility issues when used with any other products, unauthorized modification or alteration, or if it is used for other than the intended purpose. Unauthorized modification or alteration includes Product incorporation into any other products.
- Increases in utility cost and additional utility expenses
- Replacement of any consumable parts, such as batteries for the remote control
- Image burn-in
- Pixel failure not affecting visual performance.

The cost of repair or replacement under the above excluded circumstances shall be borne by Customer.

Customer shall pay LG a fee of \$349.99 for each call where no fault is found.

#### **4. LIMITATION OF LIABILITY**

In no event shall LG be liable for any indirect, incidental, special or consequential damages of any kind (including any such damages arising from breach of contract or warranty or from tort (including negligence) or strict liability) or for any loss of profits, revenue, data or use or from any defect, error or malfunction of the Products, even if LG has been advised or should know of the possibility of such damages. Furthermore, LG shall not be liable with respect to any subject matter of the Agreement, under any contract, tort (including negligence), strict liability or other theory, at law or in equity, for any amounts aggregating in excess of amounts paid to LG under the Agreement. Customer acknowledges and agree that LG has entered into the Agreement in reliance upon, among other things, the limitations of liability and disclaimers contained herein. The warranty set out in this Agreement are exclusive and in lieu of all other expressed, statutory and implied warranties, conditions and representations to the extent permitted by applicable law, and LG expressly disclaims all other warranties and conditions, including any implied warranty or condition of merchantable quality or fitness for particular purpose, and those arising by custom, course of dealing or usage of trade, to the fullest extent permitted by applicable law.

#### **5. GOVERNING LAW**

This Agreement shall be interpreted and governed by the laws of the Province of Ontario. The parties irrevocably consent to the exclusive jurisdiction of the provincial and federal courts located in the City of Toronto, in any action arising out of or relating to this Agreement.