

TERMS AND CONDITIONS OF PURCHASE

Last Updated: **May 5, 2025**

1. INTRODUCTION

LG Electronics Canada, Inc. (“**LG**” or “**We**”) welcomes You (as defined below) to our online store on the LG Canada website, www.lg.com/ca, (the “**Store**”). The Store is the property of LG.

These Terms and Conditions of Purchase (“**Terms of Purchase**”) apply to customers acting for business purposes (and not individual customers purchasing for personal, family or household purposes). The person who is bound by these Terms of Purchase (“**You**”, “**Your**”) is: (i) the individual accepting these Terms of Purchase, if the individual is an independent contractor or a sole proprietorship; or (ii) the corporation, institution, partnership, organization or other entity (the “**Organization**”) on whose behalf the individual accepting these Terms of Purchase is acting and is authorized by the Organization to act.

These Terms of Purchase set forth information necessary for You to browse and pay for products and services (collectively, “**Product**”) on the Store.

These Terms of Purchase apply to any purchase of Product on the Store. BY CLICKING ANY “BUY”, “ORDER” OR SIMILAR BUTTON OR OTHERWISE INITIATING A PURCHASE THROUGH THE STORE, YOU: (I) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF PURCHASE; AND (II) REPRESENT AND WARRANT THAT YOU ARE ACTING IN A BUSINESS CAPACITY AND NOT AS AN INDIVIDUAL CONSUMER. IF YOU DO NOT AGREE TO THESE TERMS OF PURCHASE, DO NOT USE THE STORE TO MAKE ANY PURCHASE(S).

LG’s [Terms of Use](#) (“**Terms of Use**”) applies to the Store and Product and is made a part of these Terms of Purchase. In the event of any conflict between these Terms of Purchase and the Terms of Use, these Terms of Purchase will prevail. Please note that LG’s [Privacy Policy](#) (“**Privacy Policy**”) applies to Your use of the Store, Product, and information You provide while making a purchase. Please read the Terms of Use and Privacy Policy carefully.

References in these Terms of Purchase to Your “use” of Product include Your handling, installation, or other use of Product.

2. PRICE, PAYMENT AND ORDERS

YOU AGREE THAT, AS A CONDITION OF PURCHASE OF PRODUCT, YOU MUST NOT RESELL, DISTRIBUTE, TRANSFER, OR OTHERWISE PROVIDE PRODUCT TO ANY THIRD PARTY.

Price. The price of any Product is determined and set solely by LG. The prices published on the Store are subject to change at any time without notice and may not be available on other websites or at offline retailers. However, orders already submitted to, and accepted by, LG will not be affected by such changes. All prices are subject to the stated delivery charges, as well as any applicable taxes, duties, fees, or levies (the “**Total Purchase Price**”), all of which are in Canadian Dollars, unless another currency is explicitly stated. You are fully responsible for paying the Total Purchase Price.

Payment. You may purchase Product using the available payment methods accepted by LG: Debit (Visa or Mastercard), Credit Card (Visa, MasterCard or American Express), or PayPal. All information You provide at the time of Your purchase must be valid, accurate and up-to-date.

Direct credit-card payments are provided via our third-party payment service provider. LG does not process or store Your credit card information. By submitting Your credit card information, You are sending Your basic, purchase, and financial information to our third-party payment service provider to process Your payment and (if elected) store Your information for future purchases. We encourage You to review our third-party payment service provider’s [privacy policy](#) and terms before use. Your credit card will be charged for an item when the shipment process for Your order has been initiated. LG will not be responsible for any failures of the third-party payment service provider to adequately protect Your information. You assume all risk related to third-party payment processing. Please be advised that We may change the third-party payment provider from time to time.

Orders. An order confirmation does not signify the acceptance of Your order or constitute a confirmation of sale. LG may accept, decline, or place quantity or other limits on Your order for any reason and at any time after receipt of Your order. If LG rejects, limits, or otherwise modifies Your order, We will notify You using the email address or other contact information You provide to LG. If LG cancels an order or part of an order that We have already charged You for, which LG reserves the right to do, We will refund You the full amount of payment for the cancelled part.

Pre-Orders. From time to time, LG may make certain Products available for pre-order (“**Pre-Order**”). Pre-Orders can be made by adding a Product to Your cart and proceeding to checkout. Payment information will need to be provided at checkout. All Pre-Order purchases must be made by credit card. (If You have any other Products in Your cart at the time You make Your Pre-Order purchase, these Products must also be purchased by credit card.) You will be charged for the Product at the time of Your Pre-Order purchase, even though some time will pass before the Product is delivered to You. If You are an LG Member, You will be able to view Your Pre-Order Products by logging in to Your LG account and viewing Your order status.

When You purchase Your Pre-Order Product, You will be provided with an estimated delivery date. If Your Pre-Order Product arrives earlier, it may be shipped to You earlier. You will receive an email when Your Pre-Order Product is being prepped for shipment and when it ships. Once You purchase Your Pre-Order Product, the rules relating to Returns (set out below) apply. If there is limited availability of a Pre-Order Product, We may limit the number of Pre-Order Products You can order. We may also offer a special promotional item (or items) with a Pre-Order purchase. If We do so, limited availability may mean these items will only be available while supplies last.

3. SHIPPING

Express Delivery. If You place Your order with “Express Delivery”, We will use commercially reasonable efforts to deliver Your order within 1-2 business days from when it is placed. LG will not be liable for any delays in transportation or if Your order is delayed due to issues with Your payment method. The cost for Express Delivery is shown at checkout. Express Delivery may not be available to Your location. Express Delivery is only available with the following Products: washers, dryers, the WashTower™, the Styler®, refrigerators, ranges, range hoods, cooktops, wall ovens, washer dryer combos, and dishwashers (each a “**Major Appliance**”) and TVs larger than 55”, provided that the foregoing list is subject to change at any time at LG’s sole discretion. Shipping dates and arrival times are only estimates and cannot be guaranteed.

Standard Delivery. If You place Your order with “Standard Delivery”, We will use commercially reasonable efforts to deliver Your order in a timely manner using the information that You provide with Your order. Unless otherwise indicated at the time of Your purchase, shipping and handling fees are included with Your order. We reserve the right to increase, decrease, add or eliminate shipping and handling fees from time to time prior to You placing Your order. Shipping and handling fees will be disclosed during the ordering process and prior to You completing Your purchase. Shipping dates and arrival times are only estimates and cannot be guaranteed.

We will deliver Product within Canada only. When placing an order, it is Your responsibility to provide a valid shipping address. The provided address must be accurate, complete, and up to date. Delivery may not be available in remote areas or may be subject to additional shipping charges to such areas. If Your address falls within this remote area category, You will be informed during the checkout process.

Major Appliances and TVs larger than 55” Delivery. Major Appliances and TVs larger than 55” are delivered into Your premises by our delivery partner. Delivery will be scheduled during the checkout process. You will be contacted by the delivery partner to confirm or change delivery timing. If the delivery partner cannot reach You, delivery will be delayed or cancelled. If Your delivery is delayed, it could result in storage fees (see below). If Your delivery is cancelled, it will result in restocking fees (see below).

If You need to reschedule Your delivery date, You may do so by directly contacting the delivery partner. (Please check Your LG Shipping Confirmation email or LG Delivery Confirmation email for the delivery partner’s contact information.) If You need to reschedule Your delivery date, storage fees may apply. Deliveries that are rescheduled to be made more than 30 days after the purchase date will be subject to a storage fee of \$10 per day, per Product. You must contact LG to pay any storage fees, either by phone at 1-888-542-2623 or through the online shopping web chat on the Store. Payment can only be made by credit card. You must accept delivery, unless Your Product is damaged. If You refuse to accept delivery, the Product will be returned to LG, and You will be responsible for a restocking fee outlined in Section 4 – Returns.

Delivery of all other Product. All other deliveries will be made as a signature required parcel service. You must be present to sign for the delivery. You must accept delivery, unless Your Product

is damaged. If You refuse to accept delivery, the Product will be returned to LG, and You will be responsible for a return fee outlined in Section 4 – Returns. If delivery cannot be completed because You are not present at the delivery location, Your delivery may be cancelled. If it is cancelled, You will be responsible for a return fee outlined in Section 4 – Returns.

Corrections to Shipping Address. If there are any changes required to correct a delivery address such as a spelling error or missing unit number, You must notify LG as soon as possible, and before Your order is released to the delivery partner. You may not change the delivery address after placing an order. If an address change is required, the order must be canceled and a new order created.

Cancellations. You may cancel an order only while the “Cancel” button is available on the “Track My Order” page by (i) clicking that button, (ii) calling our Customer Support Centre at 1-888-542-2623, or (iii) contacting us through the online shopping web chat on the Store. If the “Cancel” button is not available on the “Track My Order” page, then You may not cancel the order and instead You must follow the return process outlined in Section 4 – Returns.

Missing or Damaged Product. Major Appliances and TVs larger than 55” Orders: If a portion of Your order is missing, You must notify LG within 24 hours of Your order showing as ‘Delivered’. Please have Your order and tracking numbers ready when You contact us. You must inspect the packaging before signing for the delivery. If the Product arrives in damaged packaging, You should unbox the Product in the presence of the delivery partner to check its contents. If the Product is damaged, please refuse delivery and have the driver note “damaged.” If only a portion of Your order arrives with damage, please refuse only the portion that is damaged. If damage to the Product is discovered after delivery, You must report the damage within 48 hours of the delivery date. All Other Orders: If a portion of Your order is missing, You must notify LG within 24 hours of Your order showing as ‘Delivered’. Please have Your order and tracking numbers ready when You contact us. You must inspect the packaging before signing for the delivery. If Your order arrives with damaged packaging, You must refuse delivery and request the driver to note “box damaged.” If Your packaging was not damaged, but You discover that any Product in Your order is/are damaged, You must report the damage within 48 hours of the delivery date. If You fail to comply with any of the terms or conditions, including the timelines, set out in this paragraph, You agree that You waive all rights and remedies under these Terms of Purchase (including as set out at Section 4 – Returns), at law, or in equity, or otherwise, for any missing or damaged Product.

4. RETURNS

Returns. You have 15 days from the Product delivery date to initiate a return. You can request a return through the “Track my order” page. The ‘Return’ button will be available for You to submit a return request for 15 days after the Product delivery date. You can also request a return by phone at 1-888-542-2623 or through the online shopping web chat on the Store. The Product must be returned in like new condition. Product that is returned with missing accessories, or is damaged, scratched or dented will not be eligible for refund. Once Your return request is approved, for Major Appliances and TVs larger than 55”, We will arrange the pickup by the courier and You will be notified or contacted by the courier on behalf of LG regarding the pickup details. For all other

Product returns, You will receive an email with the return label. Please attach this label to the box and send it back to us. Returns for Products after fifteen (15) days will not be accepted unless otherwise required by law.

If You received a free gift with Your purchase, it must be included with Your return in order to receive Your refund. If You choose to return one or more items included in a bundle offer, a lower discount rate or no discount, as determined by LG in its sole discretion, will be applied to Your purchase and this will be reflected in the refund You receive.

Fees for Returns. For Major Appliance and TVs larger than 55” returns, a restocking fee of 15% of the Product price will be deducted from the refund amount. Also, any shipping fees and installation fees incurred will not be refunded. For all other Product returns, a fee of \$25 (the shipping cost to return the item to our warehouse) will be deducted from the refund amount.

Refund. The refund will be issued using the same payment method You used during the purchase process. It may generally take up to 2 weeks from the time We receive Your returned Product to inspect it and process the refund.

LG has the right to refuse Your return and not provide You with a refund if LG determines, in its sole discretion, that You have not complied with this Section 4 – Returns or any other provision of these Terms of Purchase.

5. ADDITIONAL SERVICES

Haul-Away. If You select Haul-away during checkout for Your new appliance, LG will haul away Your old appliance on the delivery date for Your new appliance. This service is free to LG Members. Non-LG Members may pay for haul-away during check-out. Haul-away is only available for the following appliances: refrigerators (36” wide or less), washers, dryers, ranges, and dishwashers. The old appliance must be the same appliance type and in the same space as the new appliance being delivered. The old appliance must be clean on the outside, empty and disconnected from electricity, gas and/or water hookups. No obstacles can be in the path of removal including but not limited to furniture, narrow doorways or stairways, toys, pets, snow, ice, etc. LG will not disassemble Your old appliance prior to removal. Your old appliance will be recycled in accordance with applicable environmental guidelines.

For the safety of the delivery personnel, LG may in its sole discretion refuse to deliver and/or haul-away Your appliance if it deems the conditions hazardous. If it is not possible for the haul-away service to be provided because there is not suitable access to the appliance or the conditions are hazardous, the delivery agent reserves the right to terminate haul-away and You will be provided a refund for the amount paid for the haul-away service.

Laundry Installation. On the delivery date, LG will provide basic installation (e.g. connecting to the existing electrical outlet(s), dryer vent and water supply) using connectors which may or may not be supplied with Your appliance (the parts required for installation, and which parts are included are shown in the Product’s user manual). This service is available for the following appliances: washers, dryers and the Styler[®]. It is Your responsibility to ensure Your premises has the required utilities, connections, and parts (that are not included with Your new appliance (e.g. water supply line, duct)) ready when the installation personnel arrive. Installation must be selected

during checkout for Your new appliance. Installation is free to LG Members. Non-LG Members may pay for installation during check-out. Installation excludes any alterations to Your premises, such as carpentry, plumbing, or electrical work. Installation will not be provided if the required utilities, connections, and parts applicable to the appliance are not available at the time of delivery. This service is not available with gas appliances. Product packaging will be removed.

Washer/Dryer Pedestal Installation. Pedestal installation must be selected and paid for during checkout for Your new appliance. You must provide the compatible pedestal with the washer/dryer that was purchased (if You are not purchasing the pedestal with Your new washer). Your old pedestal, if applicable, must be disconnected from electricity and water prior to installation of new pedestal. This pedestal installation service is only available on new washer/dryers. Details regarding compatible pedestals for Your Washer/Dryer are provided in the Product's user manual.

Washer/Dryer Stacking. Stacking must be selected and paid for during checkout for Your new washer/dryer. You must provide the stacking kit designed for the new laundry pair purchased. The stacking kit must be "new in bag" and will only be installed on Your new appliances. Stacking services are not available if drilling into Products or walls is required. Details regarding required parts for stacking kit installation are provided in the Product's user manual.

Refrigerator Doors/Handles Reversal/Removal. This service must be selected and paid for during checkout for Your new appliance. You can request that Your refrigerator door handle/s and/or refrigerator door/s be removed for easier handling and installation. This service is only available for refrigerators.

For certainty, references in these Terms of Purchase to Product include the services described in this Section 5 – Additional Services.

6. INDEMNIFICATION

To the maximum extent permitted by law, You agree to defend, indemnify and hold LG and its affiliates and its and their respective directors, officers, shareholders, principals, employees, contractors, assigns, licensors, licensees, successors in interest, and agents (the "**LG Parties**") harmless from and against any and all demands, claims, losses, liabilities, damages, fees, expenses, and costs (including legal fees, court costs, settlement amounts, damage awards, disbursements, and expenses), made against LG by any third party or otherwise arising out of or in connection with: (i) Your breach of these Terms of Purchase; (ii) Your purchase or use of Product; (iii) without limiting the generality of the restriction on Your resale, distribution, transfer, and supply of Product at Section 1, third-party use of Product you purchase; (iv) Your use of the Store; or (v) without limiting the generality of the restriction on providing third-party access to the Store as set out in the Terms of Use, third-party use of the Store provided or facilitated, directly or indirectly, by you, as the case may be.

You acknowledge and agree that the LG Parties are third party beneficiaries of the provisions in this Section 6, and that the LG Parties will have the right to enforce this Section 6 against You as a third party beneficiary of this Section 6.

7. LIMITED WARRANTY AND DISCLAIMERS

Product purchased through the Store is covered under LG's limited warranty, which is subject to the specific terms and conditions of the warranty applicable to each Product. The terms and conditions of LG's limited warranty for Your Product can be consulted here: https://www.lg.com/ca_en/support/warranty.

EXCEPT AS MAY BE EXPRESSLY PROVIDED UNDER A LIMITED WARRANTY FOR NEWLY PURCHASED PRODUCT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE STORE AND PURCHASE OR USE OF ANY PRODUCT IS AT YOUR SOLE RISK AND THAT ACCESS TO THE STORE AND ANY PRODUCT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE STORE AND THE PRODUCT IS WITH YOU. ANY USE OF OR RELIANCE ON THE STORE AND ITS CONTENT OR ANY PRODUCT, SHALL BE AT YOUR SOLE RISK.

LG AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARISING AT LAW OR IN EQUITY) WITH RESPECT TO THE STORE AND THE PRODUCT, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THOSE ARISING OUT OF A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LG MAKES NO WARRANTY THAT THE STORE OR THE PRODUCT WILL MEET YOUR NEEDS OR REQUIREMENTS OR THAT THE STORE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, BUGS OR VIRUSES OR THAT THE STORE WILL BE COMPATIBLE WITH YOUR DEVICE OR RELATED EQUIPMENT OR SOFTWARE OR THAT DEFECTS IN THE STORE WILL BE CORRECTED. WE MAKE NO REPRESENTATION OR WARRANTY AND THERE IS NO CONDITION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE STORE OR THE PRODUCT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE STORE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE STORE OR FROM US OR OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY OR CONDITION. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL LG OR THE LG PARTIES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF INFORMATION OR DATA, LOSS OF USE, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH (A) THE PURCHASE OR USE OF ANY PRODUCT; OR (B) THE ACCURACY OR COMPLETENESS OF ANY PRODUCT DESCRIPTION, HOWEVER ARISING, INCLUDING WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, EQUITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF LG KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. LG'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID BY YOU TO LG FOR THE APPLICABLE PRODUCT, AT LG'S SOLE OPTION, EXCEPT IF YOU CAUSED, IN WHOLE OR IN ANY PART, ANY OF THE DAMAGE OR LOSS, IN WHICH CASE, YOU SHALL BE SOLELY AND ENTIRELY LIABLE FOR ALL SUCH DAMAGE AND LOSS.

You acknowledge and agree that the LG Parties are third party beneficiaries of the provisions in this Section 8 and that the LG Parties will have the right to enforce this Section 8 against You as a third party beneficiary of this Section 8.

9. DATA PROTECTION AND PRIVACY

When You place an order through the Store, You provide us with business information and, where applicable, personal information. We will use Your business information and, where applicable, personal information to manage Your order, deliver the Product and for other limited purposes. The collection and processing of personal information is detailed in and will be carried out in compliance with our [Privacy Policy](#).

10. GOVERNING LAW

By accessing or using this Store or Product, You agree that all matters relating to Your access to, or use of, this Store and Product, including the interpretation of, construction of, and any disputes under these Terms of Purchase, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to its conflict of laws principles, and that You will comply with all such applicable laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any matters relating to Your access to, or use of, this Store or to any Product sold or distributed through the Store, or to any aspect of Your relationship with LG.

11. ARBITRATION

In the event of any claim, dispute, controversy or disagreement between You and LG arising from, in connection with or relating to the Store or any Product, these Terms of Purchase, any transaction through the Store, or any related matters (a “**Dispute**”), a party may initiate formal dispute resolution by giving the other party written notice of such Dispute. The parties will attempt in good faith to negotiate a resolution of the Dispute within thirty (30) days of receipt of the notification described in the foregoing sentence (or such longer period of time as mutually agreed upon in writing by the parties prior to the expiration of this period) by promptly escalating the Dispute to the highest level of management within You and LG.

If the parties are unable to resolve the Dispute within the time set out in the preceding paragraph or if, at any time during such period, the parties mutually agree in writing that they are unable to resolve the Dispute, then any party may thereafter submit the Dispute for resolution by binding arbitration in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. (the “**ADRIC**”), the *Arbitration Act, 1991*, SO 1991, c 17, and this Section 11 – Arbitration.

The following terms and conditions shall apply to the arbitration:

- (a) a single arbitrator will be jointly appointed by the parties within five (5) business days of the Dispute being submitted to arbitration;
- (b) if the parties fail to jointly appoint an arbitrator, the appointment will be referred to the ADRIC to appoint an arbitrator;
- (c) the parties will use commercially reasonable efforts to cause the arbitrator to resolve the Dispute within thirty (30) business days;
- (d) the seat and venue of arbitration shall be in Toronto, Ontario;
- (e) the unsuccessful party shall pay the costs and expenses of the successful party in connection with the arbitration unless the arbitrator decides otherwise;
- (f) the arbitrator shall not alter, amend, modify, supplement, delete, or otherwise change the terms and conditions of these Terms of Purchase;
- (g) the arbitrator shall not award either party punitive damages and the parties are deemed to have waived any right to such damages;
- (h) any award or decision made by the arbitrator is final and binding upon the parties, shall not be subject to appeal to any court and may be enforced in the same manner as a judgment or order under the *Arbitration Act, 1991*, SO 1991, c 17;
- (i) any award or decision made by the arbitrator must be in writing and judgment upon the award by the arbitrator may be entered into any court having jurisdiction; and
- (j) the arbitration proceedings shall be confidential and the arbitrator may issue any protective orders to safeguard the confidential information of each party.

Subject to the provisions of these Terms of Purchase, during the resolution of any Dispute, You must continue to perform Your obligations under these Terms of Purchase, including payment of all amounts then due.

Notwithstanding the terms and conditions of this Section 11 – Arbitration, either party may seek interim and/or permanent equitable relief (including injunctive relief and/or specific performance) before the courts of the Province of Ontario, Canada sitting in the City of Toronto, pending the arbitrators' determination, including for the protection (including the validity or infringement) of its confidentiality rights or intellectual property rights, and You and LG hereby irrevocably submit and attorn to the exclusive jurisdiction of those courts in respect of any such dispute. You and LG waive any objection to the forum of any such legal proceedings in Toronto, Ontario and You and LG agree not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

12. MISCELLANEOUS

1. These Terms of Purchase (i) inure to the benefit of and will be binding upon LG and You and LG's and Your respective successors and assigns, and (ii) may be assigned by LG (including LG's rights and obligations under these Terms of Purchase) without Your consent, but You may not assign them without the prior express written consent of LG, which may be withheld in our sole discretion.

2. If any provision, whether in whole or in part, of these Terms of Purchase is, becomes, or is found to be unenforceable or invalid or inconsistent with applicable law, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Purchase and the remaining provisions will continue with the same effect as if such unenforceable or invalid provision, or such provision inconsistent with applicable law, had not been inserted herein.

3. You and LG are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms of Purchase or Your use of the Store or any Product.

4. By choosing not to enforce any term in these Terms of Purchase, We are not waiving our rights. No waiver of or consent to depart from the requirements of any provision of these Terms of Purchase shall be binding against LG unless it is in writing and is signed by LG. Any failure by LG to exercise or enforce, and any delay by LG in exercising or enforcing, any of our rights under these Terms of Purchase, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

5. Each reference in these Terms of Purchase to “include” or “including” shall be deemed (if not already expressly so) to be followed by the words “without limitation” and shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such reference.

6. The division of these Terms of Purchase into provisions, sections and items and the use of headings are for convenience or reference and shall not affect the interpretation of these Terms of Purchase.

7. These Terms of Purchase and any agreements and other documents referenced herein, including the Terms of Use, constitute the entire agreement between You and LG and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between You and LG, about the Store or Product. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms of Purchase.

13. CHANGES TO TERMS OF PURCHASE

Your access to and use of the Store and Product will be governed by the Terms of Purchase as they exist at the time of such access and use and a new contract is formed in each instance based on the then current Terms of Purchase, which may be different from previous versions of these Terms of Purchase.

14. CHANGES, MISPRINTS AND ERRORS

Without limiting the generality of the provision regarding “Orders” in Section 2, We: (a) reserve the right to change Product advertised or offered for sale on the Store, the prices or specifications of such Product and any promotional offers at any time and from time to time without any notice or liability to You or any other person; (b) cannot guarantee that Product advertised or offered for sale on the Store will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) reserve the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on this site is inaccurate; and (e) reserve the right to cancel an order if there is not enough inventory of an item to complete Your order (or if an item is no longer available). If We do not process an order for such reason(s), We will advise You that the order has been cancelled and will either not charge You or will apply a credit to the payment type used in the order.

15. CONTACTING LG

For questions regarding Your order, You may contact LG by calling 1-888-542-2623, through the online shopping web chat on the LG Canada website, or via mail to the following address:

Attention: Online Brand Store
LG Electronics Canada, Inc.
20 Norelco Drive
North York, Ontario, M9L 2X6