

## Limited Warranty – USA

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG (as defined hereinafter in the Definitions) TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS 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.

Should your LG Mobile Phone ("Product") fail due to a defect in materials or workmanship under normal and proper use, during the warranty period set forth below, LG will, at its option, repair or replace the Product. This limited warranty is valid only to the original retail purchaser of the Product and applies only when purchased and used within the United States including U.S. Territories.

Warranty Period	Scope of Warranty
Twelve (12) months from date of original retail purchase (or absent valid proof of purchase, fifteen (15) months from manufacture date)	Parts and Labor (internal/ functional parts only)

- Replacement products and parts are warranted for the remaining portion of the original warranty period or ninety (90) days, whichever is greater.
- Replacement products and parts may be new, reconditioned, refurbished, or otherwise factory remanufactured.
- Replaced Products and parts will become the property of LG.

**EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE ABOVE LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL LG OR ITS U.S. DISTRIBUTORS/DEALERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, COST OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, OR ANY OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. LG'S TOTAL LIABILITY, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. Some states do not allow the exclusion**

or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights that vary from state to state.

## **HOW SERVICE IS HANDLED:**

The original sales receipt specifying the Product and date of purchase is required to obtain warranty service.

LG will not re-install or back-up any data, applications, or software that you have added to your Product. It is therefore recommended that you back-up any such data or information prior to sending the Product to LG to avoid permanent loss of such information

You shall bear the cost of shipping the Product to LG Customer Service. LG shall bear the cost of shipping the Product back to you after completion of service under this limited warranty.

## **THIS LIMITED WARRANTY DOES NOT COVER:**

- (1) Damage or defects of the Product resulting from use of the Product in other than its normal and customary manner.
- (2) Damage or defects of the Product resulting from abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications/connection/repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of LG, including damage or defects of the Product caused by shipping, blown fuses, spills of food or liquid.
- (3) Damage or defects of the Product caused by transportation and/or handling, including scratches, dents, chips, and/or other damage to the finish of your Product including the external housing and cosmetic parts, unless such damage results from defects in materials or workmanship and is reported within one (1) week of delivery (Call: 1-800-793-8896).
- (4) Damage or defects to antennas unless caused directly by defects in material or workmanship.
- (5) Damage or defects of the Product resulting from operating the Product contrary to the instructions outlined in the Product owner's manual.
- (6) That LG Customer Service was not notified by you of the alleged defect or malfunction of the Product during the applicable limited warranty period.

- (7) Products with original serial numbers that have been removed, altered, or cannot be readily determined.
- (8) Damage or defects of the Product or missing items to any Product sold "As Is", "With all Faults" or similar disclaimer.
- (9) Damage or defect of the Product caused by the use of accessories, parts, consumable cleaning products, or service not provided or approved by LG.
- (10) All plastic surfaces and all other externally exposed parts that are scratched or damaged.
- (11) Products operated outside published maximum ratings.
- (12) Replacement of any consumable parts (such as fuses).

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

**TO OBTAIN WARRANTY SERVICE AND ADDITIONAL INFORMATION:**

Call 1-800-793-8896 and select the appropriate option from the menu.

Or visit our website at <http://www.lg.com>.

Or by mail: LG Electronics Customer Service P.O. Box 240007 Huntsville, AL 35813  
ATTN: CIC – Mobile Handsets

**DO NOT RETURN YOUR PRODUCT TO THE ABOVE ADDRESS.** Please call or write for procedures for obtaining warranty service.

## PROCEDURE FOR RESOLVING DISPUTES:

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. BINDING ARBITRATION MEANS THAT YOU AND LG ARE EACH WAIVING 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 MobileComm U.S.A., 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 LG at LG Electronics U.S.A., Inc. Attn: Legal Department- Arbitration 1000 Sylvan Ave, Englewood Cliffs 07632. 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, either party may proceed to file a claim for arbitration.

Agreement to Binding Arbitration and Class Action Waiver. Upon failure to resolve the dispute during the 30 day period after sending written notice to LG, you and LG agree to resolve any claims between us only by binding arbitration on an individual basis, unless you opt out as provided below. 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, 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.

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 administered by the American Arbitration Association (“AAA”) and will be conducted before a single arbitrator under the AAA’s Consumer Arbitration Rules that are in effect at the time the arbitration is initiated (referred to as the “AAA Rules”) and under the procedures set forth in this section. The AAA Rules are available online at [www.adr.org/consumer](http://www.adr.org/consumer). Send a copy of your written demand for arbitration, as well as a copy of this provision, to the AAA in the manner described in the AAA Rules. You must also send a copy of your written demand to LG at LG Electronics, U.S.A., Inc. Attn: Legal Department- Arbitration 1000 Sylvan Avenue Englewood Cliffs, NJ 07632. If there is a conflict between the AAA Rules and the rules set forth in this section, the rules set forth in this section will govern. This arbitration provision is governed by the Federal Arbitration Act. 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 state of your residence shall govern this Limited Warranty and any disputes between us except to the extent that such law is preempted by or inconsistent with applicable federal law.

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 to the AAA unless you seek more than \$25,000 in damages, in which case the payment of these fees will be governed by the AAA Rules. Except as otherwise provided for herein, LG will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the AAA 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 standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all arbitration fees will be governed by the AAA 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 AAA 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 on the basis of (1) documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearings will be held at a location within the federal judicial district in which you reside unless we both agree to another location or we agree to a telephonic arbitration.

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 IMEI or MEID or Serial Number, as applicable (the IMEI or MEID or Serial Number can be found (i) on the product box; (ii) on a label on the back of the product beneath the battery, if the battery is removable; or (iii) from the settings menu via the following path:

**Settings > General > About phone > Status).**

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.