

LIMITED WARRANTY FOR LG VARIABLE REFRIGERANT FLOW (VRF) SYSTEMS

Applicable VRF Components- Manufactured after January 1, 2020 Outdoor Units = ODUs Multi V[™] 5 Air Cooled ODUs: ARUM***BTE5, ARUM***DTE5/CTE5 Multi V[™] Water Cooled Units: ARWN***BAS4/DAS4, ARWB***BAS4/DAS4 Multi V[™] 5 Water Cooled Units: ARWM***CTE5 Multi V[™] S Air Cooled ODUs: ARUN***GSS4, ARUB***GSS4 Indoor Units = IDUs ARNU*****4 Other VRF Components Heat Recovery Units: PRHR**3A Energy Recovery Ventilator Units: ARVU***ZEA2/ZFA2 Outside Air Units: ARNU***B8Z4 Hydro Kit Units: ARNH***K2A2/K3B2

THIS LIMITED WARRANTY IS VALID IN CANADA AND APPLIES ONLY TO THE ORIGINAL END USE PURCHASER OF THE SYSTEM AT THE SAME LOCATION ON WHICH THE SYSTEM WAS ORIGINALLY INSTALLED.

FOR A COPY OF THIS WARRANTY, VISIT WWW.LGVRF.CA

LG Electronics Canada, Inc. ("LG") warrants that it will repair or replace defective internal functional parts ("Part[s]") of a qualified MULTI V[™] VRF System (each, a "System") that fail during the warranty period if such parts prove to be defective due to improper materials and / or manufacturing workmanship under normal application, installation, use and service conditions. This Limited Warranty shall apply to Systems sold by LG in Canada and extends only to the original end use purchaser of the System at the same location on which the System was originally installed (all such persons hereinafter referred to as "Customer"). A qualified System is one that has been (a) installed by an individual or company that (i) has within the last three (3) years successfully completed current LG MULTI V[™] Installation, Com-missioning and Service training conducted at an LG Factory Owned Academy (the "Training Requirements"), and (ii) holds a current government issued license (313A Refrigeration and Air Conditioning Systems Mechanic) that authorizes the individual or company to service and install heating, ventilation, and air conditioning equipment in the province where the System is located, and (b) installed, started, operated and serviced in compliance with (i) guidelines set forth in current installation, operation, maintenance and engineering publications made available by LG, (ii) designed with current software based design programs made available by LG, (iii) applicable local, provincial and federal law and, (iv) applicable building, mechanical, plumbing and electrical codes and best industry standards and practices.

LIMITED WARRANTY PERIOD

- 1. STANDARD TWO-YEAR PARTS WARRANTY FOR A QUALIFIED SYSTEM The Part(s) of a qualified System, including the compressor, are warranted for a period (the "Standard Parts Warranty Period") ending on the earlier to occur of two (2) years after the date of commissioning, or two (2) years from the date of manufacture.
- ADDITIONAL THREE (3) YEAR COMPRESSOR PART WARRANTY The Compressor is warranted for an additional three (3) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period").

EXTENDED WARRANTY

The Standard Warranty Period and the Compressor Warranty Period are extended to a total of ten (10) years (the "Extended Warranty Period") for qualified Systems that have been (a) commissioned by a LG applied representative that has completed the current Training Requirements within three (3) years of applicable product production date, (b) such commissioning is pursuant to LG's current published instructions and (c) the system commissioning results and supporing documents are entered correctly into LG's online commissioning system. Commissioning of a System requires two (2) hours of LG Monitoring View (LGMV) data. Commissioning results must be entered into LG's online commissioning system within sixty (60) days of System startup. (d) Eligible products must be commissioned within one (1) year of production date and have been installed by a LG certified installer with LG installation certification within three (3) years. (e) Warranty period, for products commissioned more than one (1) year after production date, will begin at one (1) year post production date.

HOW DOES THIS LIMITED WARRANTY APPLY

- 1. The remedies set forth in the Limited Warranty are the sole and exclusive remedies of Customer for defective Part(s) during the applicable warranty period.
- 2. Replacement Part(s) shall be of like kind and quality and may be new or re-manufactured. Replacement Part(s) shall be warranted in accordance with this Limited Warranty for the remaining portion of the original System's warranty period or ninety (90) days after installation of the Replacement Part(s), whichever is longer.
- 3. Defective Part(s) must be held for a period of at least ninety (90) days and may be requested to be returned to LG. Any such returned defective Part(s) become the property of LG. This Limited Warranty covers the transportation cost for any returns of defective Parts to the extent requested by LG and for reshipment of any replaced Part(s) to the Customer, but does not cover expedited shipping, risk of loss including shipping damage or loss for return of the defective Part(s) to LG or its authorized agent and any other costs associated with installation, removal, or re-installation of the Part(s). If any Part(s) returned to LG are found not to be defective or the applicable warranty period has expired, the Customer shall be responsible for return shipping cost.
- 4. This Limited Warranty does not cover charges for labor or any other costs incurred in connection with this Limited Warranty, including, but not limited to, fuel and transportation costs, lodging, refrigerant, etc., incurred in the trouble shooting, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, handling, or replacement of Part(s) and the complete System or for any costs or expenses for providing temporary or substitute equipment or service during periods of malfunction or non-use pending replacement or completion of repairs under this Limited Warranty.

- 5. LG will not be responsible or liable for any costs for any parts, labor, supplies, or refrigerant necessary to alter, rework, or modify the System to prepare the System for proper commissioning.
- 6. This Limited Warranty shall not be enlarged, extended, or effected, and no additional obligation or liability shall be created by LG providing technical advice, information, service(s), applications suggestions, or equipment modifications to any person or entity associated with the installation, service, repair, maintenance or operation of the System.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Warranty is void and of no effect, and LG will have no liability hereunder to any Customer or third party, to the extent any of the following occur.

- 1. A system is sold and/or installed outside of Canada and or is removed from the location where it was originally installed.
- 2. A System is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
- 3. Any serial number of any System or any Part(s) thereof is altered, defaced or removed.
- 4. The System is misused, neglected, or the Customer fails to operate the System as specified by the manufacturer's instructions, or to properly perform all recommended preventive and routine maintenance as defined in LG published documents. Routine maintenance includes procedures such as cleaning the condensate drain system, evaporator, and condenser coils, and cleaning and / or replacing of air filters or belts.
- 5. Any installation, repair, maintenance or service is performed by unauthorized or unqualified third party service providers.
- 6. Damage and / or failure caused by a power surge (whether caused by lightning or fluctuations in or interruptions of electrical power), faulty power supply, fire, water, wind, impact damage from projectiles, earthquake, flooding, theft, riot, or any acts of God.
- 7. Damage and / or failure caused by improper wiring, installation, or handling of the System while in transit or in a storage facility.
- 8. Damage and / or failure caused by System exposure to corrosive chemical vapors and / or liquids, contaminates, or any corrosive agent including, but not limited to, chlorine, formaldehyde, acetaldehyde, sulfur, silicone, acetic acid, etc.
- 9. Damage and / or failure to the System due to operating in a wet environment or in harmful environmental conditions including sea or salt-water.
- 10. Damage caused by ice or frozen or broken water pipes.
- 11. Damage due to ordinary wear and tear.
- 12. Damage and / or failure as result of exposure to excessive or harmful volatile organic compounds (VOCs) or where damage and / or failure occur due to improper air make up or supply or inadequate ventilation.
- 13. Damage and / or failure caused by improper application or improper sizing of the System, and / or the improper matching of any component of the System or other failure to comply with the manufacturer's instructions or recommendations.
- 14. Damage and/or failure caused by modification and/or alteration of the System or any component of the System in order to meet or circumvent government codes or regulations.
- 15. Maintenance or field provided Part(s) other than those provided by LG such as filters, field installed components or accessories including, but not limited to, refrigerant piping, drain lines, control and electrical wiring, ductwork, etc.
- 16. Damage and / or failure due to using unapproved refrigerant types or recycled refrigerant.
- 17. Damage and / or failure caused by improper adjustments of user controls.
- 18. Acts, omissions, and conduct of any and all third parties including, but not limited to, the installing contractor and any repairs, service or maintenance by unauthorized or unqualified persons.
- 19. The System has been purchased online from a source not expressly authorized by LG.
- 20. The System was started up prior to completion of the building envelope, thereby exposing the System's indoor units to dust, debris and other particulates as a result of ongoing construction.

LIMITED WARRANTY CONDITIONS

The extended Limited Warranty for the Systems shall be valid only if all of the following conditions are met:

- 1. Vacuum drying at commissioning followed LG's published guidelines.
- 2. All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- 3. Correct refrigerant charge used at time of commissioning.
- 4. Correct refrigerant charge used after any repairs (no leaks in the System).
- 5. Design and installation of System and all piping completed following LG's published guidelines and using LG's LATS to determine piping size and lengths.
- 6. Equipment was operating within LG's published and recommended temperature limits.

LIMITATION OF WARRANTY SCOPE

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUEN-TIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUE OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OR DAMAGE TO OTHER EQUIPMENT OR GOODS, COST OF REMOVAL AND RE-INSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE SYSTEM. LG'S TOTAL LIABILITY, IF ANY, UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE SYSTEM WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMA-GES OR ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOM-ERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.

No one is authorized by LG to modify this Limited Warranty in any respect or to create for LG any other obligation or liability in connection with the System unless done so in a written agreement with the signature of the President or a Senior Vice President of LG. Customer agrees that any purported change by LG shall be null and void unless the President or a Senior Vice President of LG shall have expressly so agreed to such change in writing.

If any clause of the Limited Warranty is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

ASSERTION OF CLAIMS

The assertion of claims under this Limited Warranty is expressly conditioned upon the Customer. (i) informing the authorized reseller / distributor of the System in writing of the alleged claim during the applicable warranty period, or (ii) sending written notification of the alleged claim directly to the address stated below during the applicable warranty period 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 installation of the System. The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Part(s) may only occur after the written authorization of LG has been given.

OBTAINING WARRANTY PARTS AND ADDITIONAL INFORMATION

Contact the licensed HVAC contractor who installed the System, or the nearest licensed HVAC contractor, dealer, or distributor (visit www.lgvrf.ca for contact information) to report any defect within the applicable warranty period. Proof of the installation date by a licensed HVAC contractor is required when requesting warranty parts. Present the sales receipt, building permit, or other documentation that establishes proof and date of installation. If proof of installation date cannot be rendered, this Limited Warranty shall be deemed to begin on the date of manufacture.

DISPUTE

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.

VALIDITY

This Limited Warranty shall be valid from January 1, 2020 and shall apply to all commercial MULTI V[™] VRF Systems sold to Customers and installed and commissioned on or after this date. Proof of installation date must be provided upon request. LG reserves the right to unilaterally amend the provisions, clauses or applications of this Limited Warranty from time to time without notice, however any such changes shall not be retrospective.