

## **Limited Warranty**

### **1. Limited Module Warranty**

LG Electronics Inc. ("LGE") warrants that solar modules ("Modules") produced by it and purchased by the customer are free from defects in material and workmanship under normal application, installation, use and service conditions. If the Modules fail to conform to this warranty, during the period ending sixty (60) months from the date of sale to LGE's customer, LGE will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the "Limited Module Warranty" and shall not extend beyond the sixty (60) month period set forth herein. This "Limited Module Warranty" does not warrant a specific power output, which shall be exclusively covered under Section 2 hereinafter ("Limited Peak Power Warranty").

### **2. Limited Peak Power Warranty**

(1) 12 years

If, within a period of twelve (12) years from the sales date, any Modules exhibits a power output less than 90 % of the minimum "Peak Power at STC," provided that such loss in power is determined by LGE (at its sole and absolute discretion) to be due to defects in material or workmanship, LGE will, at its sole option, either (i) repair the defective Modules; (ii) replace such loss in power by either (a) providing additional Modules to the customer to make up for such loss in power or (b) replacing the defective Modules at the option of LGE, provided, however, that the transportation cost for replacement shall be borne by the customer except for the cost for delivery of the replacement Modules from LGE to the customer's site; or (iii) refund the percentage of the cost of the Module (as measured by the then prevailing market price for similar Modules) to the customer representing the percentage of the power output less than 90% of the minimum "Peak Power at STC."

(2) 25 years

If, within a period of twenty-five (25) years from the date shown in the invoice to the customer, any Modules exhibits a power output less than 80% of the minimum "Peak Power at STC," provided that such loss in power is determined by LGE (at its sole and absolute discretion) to be due to defects in material or workmanship, LGE will, at its sole option, either (i) repair the defective Module; (ii) replace such loss in power by either (a) providing additional Modules to the customer to make up for such loss in power or (b) replacing the defective Modules at the option of LGE, provided, however, that the transportation cost for replacement shall be borne by the customer except for the cost for delivery of the replacement Modules from LGE to the customer's site; or (iii) refund the percentage of the cost of the Module (as measured by the then prevailing market price for similar Modules) to the customer representing the percentage of the power output less than 80% of the minimum "Peak Power at STC." The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty."

### **3. Exclusions and Limitations**

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The "Limited Module Warranties" and the "Limited Peak Power Warranties" do not apply to any Modules which have been subjected to:

- (i) Misuse, abuse, neglect or accident;
- (ii) Alteration, improper installation, reinstallation or application;
- (iii) Installation in mobile units;
- (iv) No proof of installation issued by a qualified or licensed technician in solar or electrical business field.

- (v) Non-observance of LGE's installation and maintenance instructions;
- (vi) Repair or modifications by someone other than an approved service technician of LGE;  
or
- (vii) Power failure surges, lighting, flood, fire, accidental breakage or other events outside LGE's control.

(3) Both the "Limited Module Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the Modules and customs clearance or any other costs for return of the Modules.

(4) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

#### **4. Limitation of Warranty Scope**

This "Limited Warranty" (the "WARRANTY") as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of LGE, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by LGE. LGE shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the Modules, including, without limitation, any defects in the Product or from use or installation. Under no circumstances shall LGE be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. LGE's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of the Module.

## **5. Assertion of Claims**

The assertion of claims for the warranties stipulated under Section 1 and 2 above presupposes that the customer has (i) informed the authorized reseller/distributor of our Modules 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 LGE Module(s). The assertion of the claim must occur within 14 days from the date that the claim is identified. The return of Modules may only occur after the written consent of LGE has been given.

## **6. Obtaining Warranty Performance**

Customers who believe they have a justified claim covered by this WARRANTY must immediately notify the authorized LGE representative, or contact LGE directly by writing to:

### **(1) Europe**

LG Electronics JIT Europe B.V

Veluwezoom 15, 1327 AE Almere, The Netherlands

### **(2) Worldwide**

LG Electronics Inc.

20 Yoido-dong, Youngdungpo-gu, Seoul 150-721, the Republic of Korea.

**7. Severability.** If a part, provision or section of this WARRANTY, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this WARRANTY and all other parts, provisions, clauses or applications shall remain, and, to this

end, such other parts, provisions, clauses or applications of this WARRANTY shall be treated as severable.

### **8. Dispute Resolution**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by LGE.

### **9. Various**

The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new warranty terms, nor shall the original terms of this WARRANTY be extended. Any replaced Modules shall become the property LGE made for their disposal. LGE has the right to deliver another type (different in size, color, shape and/or power) in case LGE discontinued producing the replaced Modules at the time of the claim.

### **10. Warranty Transfer**

The warranties provided in this WARRANTY are transferable when the Module remains installed in its original location at the warranty registration.

**11. Force Majeure**

LGE shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this WARRANTY, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of LGE. In such cases, performance of its obligations by LGE under this WARRANTY shall be suspended without liability for the period of delay reasonably attributable to such causes.

**12. Validity**

The table below contains all current types of Module to which this WARRANTY applies. Module types not contained in this list are not subject to this WARRANTY.

*[Type of module for limited warranty]*

Type of Module	Power Classes
LGXXM1C	230, 235, 240
LGXXP1C	220, 225, 230
LGXXP1W-E1	220

LG ELECTRONICS., INC

By : 

Name (Print) : Sangil, Nam

Title : Senior Manager / Solar Marketing Gr.

LG ELECTRONICS., INC

By : 

Name (Print) : Chang Jik, Hong

Title : Senior Manager / Solar Quality Assurance Gr.