WARRANTY

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG 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.

WHAT THIS WARRANTY COVERS:

LG Electronics U.S.A., Inc. (“LG”) warrants your LG Room Air Conditioner (“product”) against defect in materials or workmanship under normal household 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, is not assignable or transferrable to any subsequent purchaser or user, and applies only when the product is purchased through an LG authorized dealer or distributor and used within the United States (“U.S.”) including U.S. Territories.

NOTE

- Replacement products and repair parts may be new or factory-remanufactured and are warranted for the remaining portion of the original unit’s warranty period or ninety (90) days, whichever is longer. Please retain dated receipt or delivery ticket as evidence of the Date of Purchase for proof of warranty (you may be required to submit a copy to LG or authorized representative).

WARRANTY PERIOD:

1 year from the Date of Purchase: **Any internal/ functional Parts and Labor**

HOW SERVICE IS HANDLED: In-Home Service

In-home service will be provided during the warranty period subject to availability within the United States. In-home service may not be available in all areas. To receive in-home service, the product must be unobstructed and accessible to service personnel. If during in-home service repair cannot be completed, it may be necessary to remove, repair and return the product. If in-home service is unavailable, LG may elect, at our option, to provide for transportation of our choice to and from a LG authorized service center.

THIS LIMITED WARRANTY DOES NOT COVER:

- Service trips to deliver, pick up, or install the product or for instruction on product use.
- Replacing house fuses or resetting of circuit breakers, correction of house wiring or plumbing, or correction of product installation.
- Damage or failure caused by leaky / broken / frozen water pipes, restricted drain lines, inadequate or interrupted water supply or inadequate supply of air.
- Damage or failure caused by accidents, pets and vermin, lightning, wind, floods or acts of God.
- Damage or failure resulting from misuse, abuse, improper installation, repair or maintenance. Improper repair includes use of parts not approved or specified by LG.
- Damage or failure caused by unauthorized modification or alteration to the product.
- Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.
- Cosmetic damage, including scratches, dents, chips or other damage to finish of the product, unless such damage results from defects in materials or workmanship and is reported to LG within seven (7) calendar days from the date of delivery.
- Damage or missing items to any display, open box, discounted, or refurbished product.
- Product where the original factory serial numbers have been removed, defaced or changed in any way.
- Repairs when product is used in other than normal and usual household use (e.g. rental, commercial use, offices, or recreational facilities) or contrary to the instructions outlined in the owner’s manual.
- The removal and reinstallation of the Product if it is installed in an inaccessible location.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, THIS WARRANTY IS LIMITED IN DURATION TO THE TERM PERIOD EXPRESSED ABOVE. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY FOR THE CUSTOMER. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING AND WITHOUT LIMITATION TO, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

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 exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

HOW TO OBTAIN WARRANTY SERVICE & ADDITIONAL INFORMATION:

Call 1-800-243-0000 or visit our website at www.lg.com.

Mail to: LG Customer Information Center (ATTN: CIC)

201 James Record Road, Huntsville, AL 35824

FOR YOUR RECORDS

Write the model and serial numbers here:

Model No. _____

Serial No. _____

- This information is located on a label on the side of the unit.

Dealer's Name _____

Date Purchased _____

- Staple your receipt to this page in the event you need it to prove date of purchase or for warranty issues.

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 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, USA, Inc. Attn: Legal Department- Arbitration 111 Sylvan Avenue, Englewood Cliffs, NJ 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. 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, USA, Inc. Attn: Legal Department- Arbitration 111 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, 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 serial number (the serial number can be found (i) on the product; or (ii) online by accessing https://www.lg.com/us/support/repair-service/schedule-repair-continued and clicking on "Find My Model & Serial Number").

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.