

## **LG ELECTRONICS SOLAR MODULE LIMITED GUARANTEE FOR ALL LGxxxS1C/S1W-A5 AND LGxxxN1C/N1W/N1K-A5 MODULES**

The following limited guarantee (hereinafter "Limited Guarantee") is provided by LG Electronics Inc., Solar Business Division, LG Twin Towers, 20 Yeouido-dong, Yeongdeungpo-gu, Seoul, 150-721, Republic of Korea, Tel. +82 / 2 / 3777-1114 Fax. +82 / 2 / 3777-5140 (hereinafter "LG").

It applies to LG Solar Module models (hereinafter "Module(s)") manufactured by LG and extends only to the original end use purchaser and subsequent owner(s) of the location on which the Module(s) is/are originally installed (all such persons hereinafter referred to as "Customer"). The Limited Guarantee's start date ("Guarantee Start Date") shall be the date of purchase by the original end use purchaser.

### **1. 12 Years Limited Guarantee for all LGxxxS1C/S1W-A5 and LGxxxN1C/N1W/N1K-A5 Module(s)**

LG will, at its sole option, repair or replace the Module within the applicable scope covered under section 3 hereinafter ("How this Limited Guarantee applies"), if it proves to be defective in material or workmanship during a period ending 12 years from the Guarantee Start Date under normal application, installation, use and service conditions. This "12 Years Limited Guarantee for Module(s)" does not warrant a specific power output, which shall be exclusively covered under Section 2 hereinafter ("25 years Limited Guarantee for Power Output").

### **2. 25 Years Limited Guarantee for Power Output - for all LGxxxS1C/S1W-A5 and LGxxxN1C/N1W/N1K-A5 Module(s)**

LG guarantees that for a period of one (1) year from Guarantee Start Date the actual power output of the Module will be no less than 98%, of the labeled power output. From the second year, the actual power output will decline on an average annual base by no more than 0.55% for remaining 24 years, so that by the end of the 25th year, an actual output of at least 84.8%, of the nameplate power output level specified on the Module will be achieved.

If the Module does not reach the guaranteed power output levels set out above when measured by the LG or by an independent measuring institute agreed to prior to testing by LG, under standard test conditions ("STC", IEC 61215) taking into account a  $\pm 3\%$  tolerance range, LG will, at its sole and absolute discretion, either (i) repair the Module; (ii) supplement such deficiency in power by either: (a) providing additional module(s) to the Customer, or (b) replacing the Module; or (iii) refund the difference between the guaranteed minimal power output and actual power output (measured under LG's STC) multiplied by the market price of the Module or a comparable model at the time of the Customer's claim.

Repair and replacement are subject to the applicable scope covered under section 3 hereinafter ("How this Limited Guarantee applies").

The power output values shall be those measured under LG's STC as follows: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per m<sup>2</sup> and; (c) a cell temperature of 25 degrees centigrade at right angle irradiation.

### **3. How this Limited Guarantee applies**

The remedies set forth in this Limited Guarantee shall be the sole and exclusive remedies and the original Guarantee period in this Limited Guarantee shall not extend beyond the period set

forth therein, nor will a new Guarantee period begin, upon repair, replacement or pro-rated refund due to power loss at LG's sole option provided under this Limited Guarantee.

Repair or replacement will be made with new or remanufactured Module or parts and the replaced Module or parts shall become the property of LG. In the event the Module is no longer available, LG reserves the right, at its sole option, to deliver a new or remanufactured Module that may differ in size, color, shape, model number, and/or power output level.

This Limited Guarantee covers the transportation cost for reshipment of any repaired or replaced Module to the Customer site, **but does NOT cover the transportation cost and risk including shipping damage or loss for return of the Module to LG or LG's authorized agent and any other costs associated with installation, removal, or reinstallation of the Module.** If a Module returned to LG is found not to be defective or this Limited Guarantee has expired, the Customer is responsible to pay for return shipping cost.

#### **4. Limited Guarantee exclusions**

##### **4.1. This Limited Guarantee does NOT apply to Module(s):**

- (a) Sold and/or installed outside the geographic territory of EEA (European Economic Area - the countries of the European Union, Norway, Iceland and Liechtenstein) as well as outside Switzerland and Turkey;
- (b) Sold AS IS or WITH ALL FAULTS or consumables; or
- (c) That had a serial number or any part thereof altered, defaced or removed.

##### **4.2. This Limited Guarantee also does NOT apply to Module(s) which have been subjected to:**

Damage and/or failure caused by

- (a) use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
- (b) non-compliance with national and local electric codes;
- (c) installations not in conformance with the Module(s) specifications, installation instructions, operation manuals, or labels attached to the Module(s);
- (d) improper wiring, installation, or handling;
- (e) devices and/or parts other than the Module(s) or by mounting methods of such devices and/or parts;
- (f) improper or incorrectly performed maintenance, operation or modification;
- (g) removal from the original place of installment;
- (h) repairs not in accordance with LG's instructions;
- (i) inappropriate handling during storage, packaging or transportation;
- (j) external shock such as flying objects or external stress;
- (k) environmental pollution such as soot, salt damage, or acid rain;
- (l) natural forces (earthquakes, tornados, floods, lightning, hurricanes, heavy snow, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond LG's control;
- (m) terrorist acts, riots, war or vandalism;
- (n) external stains or scratches that do not affect output;
- (o) sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging or continuous use; or
- (p) Module(s) installed in a location that exceeds operating conditions.

## 5. Limitation of Guarantee Scope

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE MODULE(S) IS LIMITED IN DURATION OF THIS LIMITED GUARANTEE. UNDER NO CIRCUMSTANCES SHALL LG BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, MODULE(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), LOSS OF USE, ARISING OUT OR RELATED TO THE MODULE(S). LG'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE MODULE(S) OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED GUARANTEE LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED GUARANTEE GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS OUT OF CONTRACT OR STATUTORY LAW THAT VARY FROM COUNTRY TO COUNTRY.

## 6. Assertion of Claims

The assertion of claims under this Limited Guarantee presupposes that the Customer has informed the authorized reseller/distributor of our Module(s) in writing of the alleged claim. Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of purchase of LG Module(s). The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Module(s) may only occur after the written authorization of LG has been given.

## 7. Obtaining Guarantee Performance

Customers who believe they have a justified claim covered under this Limited Guarantee must immediately notify in writing the authorized reseller/distributor. If the latter no more exists (e.g. due to discontinuance of business or bankruptcy) the Customer may also contact LG directly by writing to:

LG Electronics Inc.  
Solar Business Division  
20 Yeouido-dong, Yeongdeungpo-gu,  
Seoul 150-721,  
Republic of Korea  
  
E-Mail: solarinfo@lge.com

LG Electronics Deutschland GmbH  
EU Solar Business Group  
Alfred-Herrhausen-Alle 3-5  
65760 Eschborn  
Germany  
Tel.: +49 (0) 6196.5821.620  
E-Mail: service-solar@lge.de

Customer may also contact LG via its website at [www.lg-solar.com](http://www.lg-solar.com).

## 8. Force Majeure

LG shall not be responsible or liable to Customer or any third party for any nonperformance or delay in performance of any terms and conditions of sale, including this Limited Guarantee, due to acts of God, war, strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond LG's control, including, without limitations, any technological, physical event or condition which is not reasonably known or understood at the time of sale of the Module(s) or the claim.

## **9. Disputes**

All actions at law arising out of or relating to this Limited Guarantee shall be submitted to the exclusive jurisdiction of the competent courts in Frankfurt, Germany, regardless of the nature of the claim or the respective dispute.

## **10. Governing Law**

The laws of Germany apply to and govern this Limited Guarantee and all of its terms and conditions, without giving effect to any principles of conflicts of laws.

## **11. Severability**

If a part, provision or section of this Limited Guarantee, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Guarantee and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Guarantee shall be treated as severable.

## **12. Validity**

This Limited Warranty shall apply to all modules with model "LGxxxSxx-A5" and "LGxxxNxx-A5" sold from January 1<sup>st</sup> 2017.

LG holds the right to amend the provisions, clauses or applications of this Limited Guarantee from time to time without notice; however such changes would not be retrospective.

In case of conflict with other languages of this Limited Guarantee the German version shall prevail.

Status: March 1, 2017