

LIMITED PARTS ONLY WARRANTY FOR LG AIR-COOLED INVERTER SCROLL HEAT PUMP CHILLERS

Applicable LG Air-Cooled Inverter Scroll Heat Pump Chillers

Cooling Only	Cooling and Heating	
ACAH020HETB	ACHH017VBAB	KCHH017VDGC
	ACHH017HBAB	KCHH020VDGC
	ACHH020VBAB	KCHH033VDGC
	ACHH020HBAB	KCHH040VDGC
	ACHH033VBAB	KCHH050VDGC
	ACHH033HBAB	KCHH060VDGC
	ACHH040VBAB	KCHH017HDGC
	ACHH040HBAB	KCHH020HDGC
	ACHH050VBAB	KCHH033HDGC
	ACHH050HBAB	KCHH040HDGC
	ACHH060VBAB	KCHH050HDGC
	ACHH060HBAB	KCHH060HDGC

THIS LIMITED PARTS ONLY WARRANTY IS THE SOLE WARRANTY AND SHALL APPLY AND IS ONLY VALID TO CHILLERS SOLD BY LG ELECTRONICS U.S.A., INC. IN THE CONTINENTAL UNITED STATES, ALASKA AND HAWAII AND ONLY EXTENDS TO THE ORIGINAL END USE CUSTOMER OF THE PRODUCT AT THE LOCATION THE PRODUCT WAS ORIGINALLY INSTALLED.

FOR A COPY OF THIS LIMITED WARRANTY, VISIT WWW.LGHVAC.COM

WARRANTY TERMS

LG Electronics U.S.A., Inc. ("LG") warrants your qualified LG Air-Cooled Inverter Scroll Heat Pump Chiller Product ("Product") against defect in materials or factory workmanship under normal use, application, installation, service, and maintenance conditions during the Limited Warranty period. A qualified Product is one that has been:

- (a) Correctly installed and started-up by an individual that (i) has successfully completed current LG Chiller Product installation, start-up, and service training conducted at an LG Academy or authorized Associate Academy (the "Training Requirements"); and (ii) holds a current government issued license that authorizes the individual or company to service and install heating, ventilation, and air conditioning equipment in the state where the Product is located, if such a license is required; and
- (b) Installed, started-up, operated and serviced in compliance with (i) the guidelines set forth in LG's installation, operation, maintenance and engineering publications; (ii) LATS ISC; (iii) applicable local, state and federal law; and (iv) applicable building, mechanical, plumbing and electrical codes and best industry standards and practices.

LIMITED PARTS ONLY WARRANTY PERIOD

- 1. ONE-YEAR PARTS ONLY LIMITED WARRANTY FOR A QUALIFIED PRODUCT: Part(s), including the compressor, are warranted for a period of twelve (12) months starting on the date of initial start-up or, if the start-up date is not available, the Limited Warranty Period will begin twelve (12) months from the date of manufacture, (the "Standard Parts Limited Warranty Period").
- 2. STANDARD ADDITIONAL TWO (2) YEAR COMPRESSOR LIMITED PART ONLY WARRANTY: The compressor is warranted for an additional two (2) year period after the end of the applicable Standard Parts Limited Warranty Period (the "Compressor Limited Warranty Period"), for qualified Products.

LIMITED PARTS ONLY WARRANTY CONDITIONS

The Limited Parts Only Warranty shall be valid only if **ALL** the following conditions are met:

- An individual that has completed the Training Requirements performs Product start-up;
- 2. Product start-up is completed pursuant to LG's current published instructions, within eighteen (18) months of date of manufacture; and,
- 3. Product start-up results and supporting documents have been registered with the End Use Customer's name and email and installation address and entered correctly into LG's online start-up registration system within ninety (90) days of Product start-up (except in California or Quebec, Canada).

LIMITED PARTS ONLY WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Parts Only Warranty is void and will not apply to the following conditions and LG will have no liability for any defects or malfunctions resulting from the following conditions:

- 1. A Product sold and/or installed outside the continental United States, Alaska, and Hawaii or if a Product is removed from the location where it was originally installed.
- 2. The Product has been purchased online from a source not expressly authorized by LG.
- 3. Any installation, repair, maintenance, or service of the Product is performed by unauthorized third-party service providers or by an individual that uses unauthorized or improper materials or parts.
- 4. The Product's installation does not comply with LG instruction, engineering or training guidelines and/or the Product is not installed in accordance with local, state or NEC codes.
- 5. Damage to and/or failure of the Product caused by improper wiring, installation, or damage caused by handling of the Product while in transit or in a storage facility.
- 6. Damage to and/or failure of the Product caused by improper application, placement or improper sizing of the Product, and/or the improper matching of any component of the Product or other failure to comply with the manufacturer's instructions or recommendations.

- Damage to and/or failure of the Product 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.
- 8. Damage to and/or failure of the Product caused by the Product's exposure to corrosive chemical vapors and/or liquids, contaminates (including but not limited to volatile organic compounds [VOCs]) or any corrosive agent, including but not limited to chlorine, formaldehyde, acetaldehyde, sulfur, silicone, acetic acid, etc.
- Damage to and/or failure of the Product as a result of exposure to excessive or harmful volatile organic compounds (VOCs) or where damage and/or failure occurs due to improper air make-up or supply or inadequate ventilation.
- 10. Any serial number of any Product or any Part(s) is altered, defaced, or removed.
- 11. The Product is misused, neglected, or the Customer fails to operate the Product as specified by the manufacturer's instructions, or fails to properly perform all recommended preventive and routine maintenance as defined in LG published documents.
- 12. Damage to and/or failure of the Product caused by operating in a wet or damp environment or in harmful environmental conditions including sea or saltwater.
- 13. Damage to and/or failure of the Product caused by ice or frozen or broken water pipes.
- 14. Damage to and/or failure of the Product caused by ordinary wear and tear and/or lack of appropriate maintenance or service.
- 15. Damage to and/or failure of the Product caused by modification and/or alteration of the Product or any component of the Product to meet or circumvent government codes or regulations.
- 16. Damage to and/or failure of the Product caused by using unapproved refrigerant types or recycled refrigerant.
- 17. Damage to and/or failure of the Product caused by improper adjustments of user controls.
- 18. Damage to and/or failure of the Product caused by acts, omissions, and conduct of third parties including, but not limited to, the installing contractor and any repairs, service, or maintenance by unauthorized persons.
- 19. A Product is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.

WHAT DOES THIS LIMITED PARTS ONLY WARRANTY COVER

- 1. The remedies set forth in this Limited Parts Only Warranty are the **sole and exclusive** remedies of Customer for defective Product or Part(s) that fail during the applicable Limited 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 Parts Only Warranty for the remaining portion of the original Product's Limited Warranty period or ninety (90) days after installation of the Replacement Part(s), whichever is longer.
- 3. Part(s) claimed to be defective must be held for a period of at least ninety (90) days and may be requested to be returned to LG. Any such returned Part(s) becomes the property of LG. This Limited Parts Only Warranty covers the transportation cost for any returns of requested 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 Part(s) to LG or its authorized agent or any other costs associated with installation, removal, or re-installation of the Part(s). If any Part(s) returned to LG are, at LG's option, subsequently returned to the Customer, the Customer shall be responsible for return shipping cost.
- 4. This Limited Parts Only 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, 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 Product 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.

LIMITATION OF WARRANTY SCOPE

LIMITATION OF LIABILITY - THIS LIMITED PARTS ONLY 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.

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

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, 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. CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

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 Product 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 determined 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.

OBTAINING LIMITED WARRANTY PARTS AND ADDITIONAL INFORMATION

You must promptly report any failure of a Part covered by this Limited Parts Only Warranty to your Installing Contractor or the nearest licensed LG trained HVAC installing contractor or service provider, dealer, or distributor. All claims must be reported within the applicable Limited Warranty period. If you do not know who to contact, please visit www. lghvac.com for contact information. The assertion of any Limited Warranty claim must occur within thirty (30) days from the date that the issue is identified **by providing notice of the claim within the warranty period**. If proof of start-up is not available, this Limited Parts Only Warranty shall be deemed to begin twelve (12) months from the date of manufacture.

The return of Part(s) may only occur after written authorization by LG has been given.

WARRANTY DOCUMENTATION AND RELATED INFORMATION IS AVAILABLE AT www.lghvac.com.

ASSERTION OF CLAIMS

The assertion of any claim under this Limited Parts Only Warranty is expressly conditioned upon the Customer. (i) notifying the authorized reseller / distributor of the Product in writing of the alleged claim during the applicable Limited Warranty period, or (ii) in the event that the authorized reseller / distributor no longer exists (e.g. due to discontinuance of business or bankruptcy), sending written notification of the alleged claim to the following address: Warranty Claim - LG Electronics U.S.A., Inc., 4300 North Point Parkway, Alpharetta, Georgia 30022, during the applicable Limited Warranty period.

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 Parts Only Warranty more than one (1) year after the cause of action has occurred.

ARBITRATION

All actions at law or in equity arising out of or relating to these terms and conditions shall be submitted to confidential arbitration in New York, New York. Arbitration under this Limited Parts Only Warranty shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Limited Warranty shall be joined to any legal proceeding or arbitration involving any other party, whether through class arbitration proceedings or otherwise.

VALIDITY

This Limited Parts Only Warranty shall be valid from April 1, 2021 and shall apply to all LG Air-Cooled Inverter Scroll Heat Pump Chiller Products (identified on the first page of the Limited Parts Only Warranty) sold to Customers that have been installed and started-up on or after this date. This Limited Warranty is only valid on Products that are compliant with the conditions detailed in this Limited Warranty. 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.

AVAILABLE EXTENDED PARTS ONLY LIMITED WARRANTY INFORMATION

An Extended Parts Only Limited Warranty must be purchased at the time of initial purchase of the Product and the following conditions listed below must be met:

- 1. All of the Limited Warranty conditions are met.
- 2. The Extended Parts Only Limited Warranty must be purchased at the time of initial purchase of the Product by an authorized LG reseller/distributor. The period of the Extended Parts Only Limited Warranty varies depending on the extended parts only limited warranty purchased, which is reflected as a separate part number. If purchased, the Standard Parts Limited Warranty Period and Compressor Limited Warranty Period will be extended to the total number of years specified in the separate part number.
- 3. The separate extended parts only limited warranty part number is entered correctly into LG's online start-up registration system at the time the required Product start-up results and supporting documents are entered.
- 4. The Product is started-up, maintained and serviced per LG's installation manual for the length of the applicable Extended Parts Only Limited Warranty period by an individual that has completed the Training Requirements.

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New Issue