

LIMITED WARRANTY FOR LG DEDICATED OUTSIDE AIR SYSTEMS (DOAS)

Applicable Rooftop DOAS

GEN 2 Models AR-DR02-*** AR-DR12-*** AR-DR311-*** AR-DR32-*** AR-DR35-*** AR-DE12-*** AR-DE12-*** AR-DE22-*** AR-DE311-*** AR-DE32-*** AR-DE35-***

Applicable Split DOAS

ARND30UDBE4 ARND203DCR4 ARND153DCR4 ARND093DCR4

> THIS LIMITED WARRANTY IS VALID IN THE UNITED STATES 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 LIMITED WARRANTY, VISIT WWW.LGHVAC.COM

WARRANTY TERMS

LG Electronics U.S.A., Inc. ("LG") warrants your qualified Rooftop DOAS System (each, a "System") against defect in materials or factory workmanship under normal use, and during the warranty period set forth below. LG or its authorized representative will, at LG's option, repair or replace the System or any functional part of the System ("Part") that its examination shows to be defective. This Limited Warranty shall apply to Systems sold by LG in the continental United States, Alaska, and Hawaii 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 successfully completed LG MULTI V Installation, Commissioning and Service training conducted at an LG Factory Owned Academy or authorized LG Partner 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 System is located, if such a license is required; and (b) installed, started, operated and serviced in compliance with (i) guidelines set forth in installation, operation, maintenance and engineering publications made available by LG, (ii) software based design programs made available by LG, (iii) applicable local, state and federal law and, (iv) applicable building, mechanical, plumbing and electrical codes and best industry standards and practices.

WARRANTY PERIOD

- 1. STANDARD ONE-YEAR PARTS WARRANTY FOR A QUALIFIED SYSTEM The Part(s) of a qualified System, including the compressor, energy recovery wheel, and gas heat exchanger are warranted for a period (the "Standard Parts Warranty Period") ending one (1) year after the date of original installation. In absence of proof of installation, the warranty date will end eighteen (18) months from the date of shipment.
- ADDITIONAL FOUR (4) YEAR COMPRESSOR PART WARRANTY The Compressor is warranted for an additional four (4) year period after the end of the applicable Standard Parts Warranty Period (the "Compressor Warranty Period").
- 3. ADDITIONAL FOUR (4) YEAR ENERGY RECOVERY WHEEL PART WARRANTY GEN 2 Rooftop DOAS Units ONLY: GEN 2 units ordered after January 1, 2021, are warranted for an additional four (4) year period after the end of the applicable Standard Parts Warranty Period (the "Energy Recovery Wheel Warranty"). NOTE: The Energy Recovery Wheel Warranty does not include the drive motor.
- 4. ADDITIONAL TWENTY-FOUR (24) YEAR ONLY GAS HEAT EXCHANGER PART WARRANTY GEN 2 Rooftop DOAS Units ONLY: GEN 2 units ordered after January 1, 2021, are warranted for an additional twenty-four (24) year period after the end of the applicable Standard Parts Warranty Period (the "Gas Heat Exchanger Warranty").

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, 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.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Warranty is void and LG will have no liability hereunder to the extent any of the following occur.

- 1. A System is sold and / or installed outside the continental United States, Alaska, and Hawaii or is removed from the location where it was originally installed.
- 2. The System has been purchased on line from a source not expressly authorized by LG.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS, CONTINUED

- 3. 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.
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- 5. A System is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
- 6. Any serial number of any System or any Part(s) is altered, defaced or removed.
- 7. 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.
- 8. Any installation, repair, maintenance or service is performed by unauthorized third party service providers, or uses unauthorized or improper materials or parts.
- 9. 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.
- 10. Damage and / or failure caused by improper wiring, installation, or handling of the System while in transit or in a storage facility.
- 11. Damage and / or failure caused by System exposure to corrosive chemical vapors and / or liquids, contaminates, or any corrosive agent.
- 12. Damage and / or failure to the System due to operating in a wet or damp environment or in harmful environmental conditions including sea or salt-water.
- 13. Damage caused by ice or frozen or broken water pipes.
- 14. Damage due to ordinary wear and tear.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Damage and / or failure due to using unapproved refrigerant types or recycled refrigerant.
- 19. Damage and / or failure caused by improper adjustments of user controls.
- 20. Acts, omissions, and conduct of third parties including, but not limited to, the installing contractor and any repairs, service or maintenance by unauthorized persons.

LIMITED WARRANTY CONDITIONS

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

- 1. Correct refrigerant charge used at time of commissioning.
- 2. Correct refrigerant charge used after any repairs (no leaks in the System).
- 3. Equipment was operated within LG's published and recommended temperature limits.

LIMITATION OF WARRANTY SCOPE

THIS LIMITED WARRANTY IS 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 CONSEQUENTIAL 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 RE-LATED 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.

LIMITATION OF WARRANTY SCOPE, CONTINUED

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 System unless done so in a written agreement with the signature of the President or a Senior Vice President of LG.

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). 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.lg-vrf.com or www.lghvac.com 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

Customer may 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.

ARBITRATION

The laws of the State of New York govern this Limited Warranty and all of its terms and conditions, without giving effect to any conflicts of laws principles. 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 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 Warranty shall be valid from April 1, 2017 and shall apply to all commercial DOAS 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.

WD_LG_DOAS_06_2022 Supersedes: WD_LG_DOAS_05_2021 WD_LG_DOAS_02_2021 WD_LG_DOAS_12_2020 WD_LG_DOAS_11_2020 WD_LG_DOAS_07_19