

# WARRANTY CARD LG R32 AIR-TO-WATER HEAT PUMPS (AWHP) (MONOBLOC)

## Applicable AWHPs (Monobloc):

KPHTC411M KPHTC481M KPHTC551M

THIS LIMITED WARRANTY IS VALID IN THE CONTINENTAL UNITED STATES, ALASKA, AND HAWAII AND APPLIES ONLY TO THE ORIGINAL END USE PURCHASER OF THE AWHP AT THE SAME LOCATION ON WHICH THE AWHP WAS ORIGINALLY INSTALLED.

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

## LG AWHP (MONOBLOC) LIMITED WARRANTY TERMS

LG Electronics U.SA, Inc. ("LG") warrants that it will repair or replace defective internal functional parts ("Part[s]") of a qualified LG AIR-TO-WATER HEAT PUMP (AWHP) that fails during the warranty period if such parts prove to be defective due to improper materials or manufacturing workmanship under normal application, installation, use and service conditions. This Limited Warranty shall apply to AWHP sold by LG in the continental United States, Alaska, and Hawaii and extends only to the original end use purchaser of the AWHP at the same location on which the AWHP was originally installed (all such persons hereinafter referred to as "Customer"). A qualified AWHP is one that has been installed by an individual or company that:

(a) has successfully completed the latest LG Air-to-Water Heat Pump-01 product training conducted at an LG Factory Owned Academy or authorized LG Partner Academy (the "Training Requirements"), and 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 AWHP 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.

# LIMITED WARRANTY PERIOD

- 1. STANDARD TWO (2) YEAR WARRANTY FOR A QUALIFIED AWHP The Part(s) of a quallified AWHP, including the compressor, are warranted for a period (the "Standard Parts Warranty Period") ending TWO (2) years after the date of original installation. In absence of proof of installation, the warranty date will end TWO (2) years from the date of manufacture.
- 2. ADDITIONAL THREE (3) YEAR COMPRESSOR WARRANTY The Compressor is warranted for an additional THREE (3) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period").

# 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 AWHP'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, lodging, 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 AWHP 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.
- 5. LG will not be responsible or liable for any costs for any parts, labor, supplies, or refrigerant necessary to alter, rework, or modify the AWHP to prepare the AWHP for proper startup.
- 6. This Limited Warranty shall not be enlarged, extended, or effected, and no additional obligation or liability shall be created by LG providing technical advice, information, service(s), applications suggestions, or equipment modifications to any person or entity associated with the installation, service, repair, maintenance or operation of the AWHP.

# LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

The Limited Warranty is void and of no effect, and LG will have no liability hereunder to any Customer or third party, to the extent any of the following occur.

- 1. An AWHP 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. An AWHP is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
- 3. Any serial number of any AWHP or any Part(s) thereof is altered, defaced or removed.
- 4. The AWHP is misused, neglected, or the Customer fails to operate the AWHP 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, AWHP, evaporator, and condenser coils, and cleaning and / or replacing of filters or belts.
- 5. Any installation, repair, maintenance or service is performed by unauthorized or unqualified third-party service providers.
- 6. 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.

- 7. Damage and / or failure caused by improper wiring, installation, or handling of the AWHP while in transit or in a storage facility.
- 8. Damage and / or failure caused by AWHP exposure to corrosive chemical vapors and / or liquids, contaminates, or any corrosive agent including, but not limited to, chlorine, formaldehyde, acetaldehyde, sulfur, silicone, acetic acid, etc.
- 9. Damage and / or failure to the AWHP due to operating in a wet environment or in harmful environmental conditions including sea or salt-water.
- 10. Damage caused by ice or frozen or broken water pipes.
- 11. Damage due to ordinary wear and tear.
- 12. 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.
- 13. Damage and / or failure caused by improper application of the AWHP and / or the improper matching of any component of the AWHP or other failure to comply with the manufacturer's instructions or recommendations.
- 14. Damage and / or failure caused by modification and / or alteration of the AWHP or any component of the AWHP in order to meet or circumvent government codes or regulations.
- 15. Maintenance or field provided Part(s) other than those provided by LG such as filters, field installed components or accessories including, but not limited to, refrigerant piping, drain lines, control and electrical wiring, ductwork, etc.
- 16. Damage and / or failure due to using unapproved refrigerant types or recycled refrigerant.
- 17. Damage and / or failure caused by improper adjustments of user controls.
- 18. Acts, omissions, and conduct of any and all third parties including, but not limited to the installing contractor and any repairs, service or maintenance by unauthorized or unqualified persons.
- 19. The AWHP has been purchased online from a source not expressly authorized by LG.

# LIMITED WARRANTY CONDITIONS

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

- 1. Proper vacuum of system must be performed after repairs as per LG's published guidelines.
- 2. All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- 3. Correct refrigerant charge used after any repairs (no leaks in the AWHP ).
- 4. Equipment was operating within LG's published and recommended temperature limits.
- 5. Equipment was not operated during the construction phase.

#### LIMITATION OF WARRANTY SCOPE

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS LIMITED 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. 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, AWHP FAILURE, IMPAIRMENT OF OR DAMAGE TO OTHER EQUIPMENT OR GOODS, COST OF REMOVAL AND RE-INSTALLATION OF THE AWHP, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE AWHP. LG'S TOTAL LIABILITY, IF ANY, UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE AWHP 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 AWHP 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 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 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. Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of installation of the AWHP. 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 AWHP, or the nearest licensed HVAC contractor, dealer, or distributor (visit 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

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 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 December 1, 2023 and shall apply to all Residential AWHP sold to Customers and installed and started up 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.

New Issue: WD\_LG\_AWHP\_Monobloc\_LTD