

LIMITED WARRANTY

This is the LIMITED WARRANTY policy (hereinafter "LIMITED WARRANTY") of the LG Electronics, Inc. ('LGE') from which you ('Purchaser') purchase LG ESS System product. This LIMITED WARRANTY is applicable only to LG ENERGY STORAGE SYSTEM (PCS + Battery) product (hereinafter 'PRODUCT(S)') purchased.

Your Product will be repaired or replaced, at LGE's option, if it proves to be defective in material or workmanship under normal use, during the warranty period listed below, effective from the date of original invoice/ purchase of the Product.

1. Warranty Period

PRODUCT TYPE		WARRANTY
LG ESS Home 5	D005KD1N111	10 years
LG ESS Home 8	D008KE1N211* ¹	10 years
LG ESS Home 10	D010KE1N211* ¹	10 years
LG ESS HB 6.4	ED00064CN00	10 years
LG ESS HB 7.0H	BLGRESU7H* ²	10 years
LG ESS HB 10.0H	BLGRESU10H* ²	10 years

*1: PCS (Power Conditioning System)

*2: Battery Performance Guarantee : Retention Capacity

The warranty start date ("Warranty Start Date") shall be the date of purchase by the original end use purchaser. If the Customer is unable to provide adequate documentation of the original purchase, the Warranty Start Date shall be 3 months after the product was manufactured.

2. Summary of the Warranty Terms and Conditions

- (a) This LIMITED WARRANTY is valid only for PRODUCT(S) sold.
- (b) This LIMITED WARRANTY is valid only for PRODUCT(S) purchased directly from LGE or a LGE authorized distributor and Dealer.
- (c) Proof of purchase for PRODUCT(S) shall be available for inspection by LGE.
- (d) PRODUCT(S) shall be properly installed and operated in accordance with the manufacturer's instructions.
- (e) The records of operating history shall be kept and available for inspection by LGE.

(f) Labor costs for (re)-installation of PRODUCT(S) are not covered under this LIMITED WARRANTY.

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(g) Transportation cost to LGE or LGE's authorized agent or distributor are not covered under this LIMITED WARRANTY.

(h) In case LGE ESS are initially purchased and/or installed not as a set together with LG batteries LG herewith guarantees for the period of three years after the date of purchase of LGE ESS its full technical compatibility with LG batteries. (Except : LG ESS Home 5 / D005KD1N111)

3. How this Limited Warranty Applies

Repair or replacement will be made with new or re-manufactured PRODUCT(S) or parts and the replaced PRODUCT(S) or parts shall become the property of LGE.

If LGE determines to replace the PRODUCT(S) and it has been discontinued or is not available, LGE reserves the right, at its sole option, to deliver new or remanufactured PRODUCT(S) that may differ in size, color, shape, model number, and/or power level.

This LIMITED WARRANTY covers the transportation cost for reshipment of any repaired or replaced PRODUCT(S) to the Customer site, **but does NOT cover the transportation cost and risk including shipping damage or loss for return of the PRODUCT(S) to LGE or LGE's authorized agent or distributor(installer) and any other costs associated with installation, removal, or reinstallation of the PRODUCT(S).**

If a PRODUCT(S) returned to LGE is found not to be defective or this LIMITED WARRANTY has expired, the Customer is responsible to pay for return shipping cost.

The remedies set forth in this LIMITED WARRANTY operate alongside and in addition to all rights and remedies conveyed by German consumer protection laws and regulations and the original warranty period in this LIMITED WARRANTY shall not extend beyond the period set forth therein.

4. Limited Warranty Exclusions

This Limited Warranty does NOT apply to:

PRODUCT(S) with original serial numbers that have been removed, altered, or cannot be readily determined.

Damage and/or failure caused by

- (a) installations not in conformance with the PRODUCT(S) specifications, Installation manuals, operation manuals, or labels attached to the PRODUCT(S) or matching with 3rd party company battery;
- (b) improper wiring, installation, incorrect electrical current, voltage, components or handling;
- (c) improper or incorrectly performed maintenance, operation or modification;
- (d) repairs not in accordance with LG's instructions;
- (e) inappropriate handling during storage, packaging or transportation;
- (f) environmental pollution such as soot, salt damage, or acid rain;
- (g) natural forces (earthquakes, tornados, floods, lightning, hurricanes, heavy snow, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond LGE's control;
- (h) external stains or scratches that do not affect output or operating;

- (i) PRODUCT(S) installed in a location that exceeds operating conditions.
- (j) transportation and/or handling, including scratches, dents, chips, and/or other damage to the finish of your Product, unless such damage results from defects in materials or workmanship, and is reported within one (1) week of delivery,

5. Limitation of Warranty Scope

(a) LGE shall be liable for damages and reimbursement of monies expended in vain within the meaning of section 284 BGB ('damages') based on the infringement of contractual or non-contractual obligations only (i) for intent or gross negligence, (ii) for negligent or intentional death, bodily injury or health impact, (iii) for assuming a guarantee as to quality or useful life, (iv) for negligent or intentional breach of significant contractual obligations, (v) based on mandatory liability under the German Product Liability Act, or (vi) based on other mandatory liability.

(b) Damages for the breach of significant contractual obligations is limited to typical, foreseeable damage, except in cases of intent or gross negligence or in cases of liability for death, bodily injury or health impact, mandatory liability in terms of the German Product Liability Act or based on a guaranteed quality.

(c) Additional liability for damages beyond that provided in this section 5 is excluded, irrespective of the legal nature of the asserted claim. This applies especially to claims for damages arising from culpability in connection with the conclusion of the contract, for other breaches of obligations or for tort claims for material damage pursuant to section 823 BGB or for loss of profit.

(d) To the extent that liability for damages with respect to LGE is excluded or restricted, the same applies with respect to the personal liability for damages of its employees, contractors, workers, representatives, agents, etc.

6. Obtaining Warranty Performance

Customers who believe they have a justified claim covered by this LIMITED WARRANTY must immediately notify the authorized LGE representative, or contact LGE directly by writing to:

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Deutschland

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E-Mail : b2b.service@lge.de

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