



LG 144 CELL SOLAR MODULE LIMITED WARRANTY – U.S.A.

The limited warranties specified herein (hereinafter “**Limited Warranty**”) apply to LG Solar Module models listed in Section 11 below (hereinafter “**Module(s)**”) sold by LG Electronics U.S.A., Inc. (hereinafter “**LG**”) and installed by a licensed electrical contractor for use under applicable federal, state, and local laws, and extend only to the original end use purchaser who purchased lawfully and subsequent owner(s) of the facility / project site at the location on which the Module(s) is originally installed (all such persons hereinafter referred to as “**Customer**” or “**You**”). 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 ninety (90) days after the Module(s) was manufactured.

1. 25 Year Limited Warranty for Module(s)

LG will, at its sole discretion, repair, replace, or offer pro-rated refund based on usage duration of the Module(s) if it proves to be defective in material or workmanship for a period ending twenty-five (25) years from the Warranty Start Date under normal and proper installation, use and service conditions.

2. 25 Year Limited Warranty for Power Output

LG NeON H:

LG warrants that for a period of one (1) year from the Warranty Start Date the actual power output of the Module(s) will be no less than 98.5% of the labeled power output. Commencing on the second year from the Warranty Start Date, the warranty for power output will decline annually by 0.33% in each of the remaining 24 years, so that during the 25th year, an actual output of at least 90.6% of the nameplate power output specified on the Module(s) will be achieved.

LG NeON H BiFacial:

LG warrants that for a period of one (1) year from the Warranty Start Date the actual power output of the Module(s) will be no less than 105.4% of the labeled power output, using “Bifi 100” output. Commencing on the second year from the Warranty Start Date, the warranty for power output will decline annually by 0.35% in each of the remaining 24 years, so that during the 25th year, an actual output of at least 96.4% of the nameplate power output specified on the Module(s) will be achieved.

The power output values shall be measured pursuant to the following LG’s standard test conditions: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per m² and; (c) a cell temperature of 25 degrees centigrade at right angle irradiation. If the Module(s) does not meet the warranted power output levels set forth above when measured by LG or an independent measuring institute pre-approved by LG under Standard Test Conditions (“STC”) such as IEC 61215

taking into account a 3% measurement tolerance range, LG will, at its sole discretion, either (i) repair the Module(s); (ii) supplement such deficiency in power by either: (a) providing additional Module(s) to the Customer, or (b) replacing the Module(s); or (iii) refund the difference between guaranteed minimal power output and actual power output (measured by LG under above STC) multiplied by the then current market price of the Module(s) or a comparable Module(s) at the time of Customer's claim.

3. How this Limited Warranty Applies

The remedies set forth in this Limited Warranty shall be Your sole and exclusive remedies, and the original warranty period in this Limited Warranty shall not extend beyond the period set forth therein, nor will a new warranty period begin, upon repair, replacement or pro-rated refund based on usage duration of the Module(s) at LG's sole discretion provided under this Limited Warranty.

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

To obtain coverage under this Limited Warranty, You must initially contact LG for return authorization approval. Once approved, LG will send, at LG's cost, replacement Module(s) to You. You will then return the defective Module(s) using pre-paid shipping label provided by LG to LG's designated service center in either its original packaging, packaging from the replacement Module(s) received by You, or such other packaging pre-approved by LG.

Under some circumstances, You may be asked to provide credit card information as a deposit for advance shipment or the cost of unreturned defective Module(s). Your credit card will not be charged if You promptly return the defective Module(s) to LG.

If Module(s) returned to LG is (i) not defective as determined by LGE; or (ii) excluded from coverage under this Limited Warranty; or (iii) without an LG return authorization approval, You are responsible for all return shipping costs associated with returning such Module(s).

4. Limited Warranty Exclusions

4-1. This Limited Warranty does NOT apply to Module(s):

- a) Sold and/or installed outside the geographic territory of the United States, including U.S. territories; or
- b) Sold AS IS or WITH ALL FAULTS or similar disclaimer; or
- c) That had a serial number or any part thereof altered, defaced, or removed; or

- d) Color difference between cells or Module(s) that do not affect power output.

4-2. This Limited Warranty also does NOT cover:

- a) Damage or failure of the Module(s) caused by use on any mode of transport including, but not limited to, vehicle, vessel, rail, etc.; or
- b) Damage or failure of the Module(s) caused by non-compliance with federal, state, and/or local electric codes; or
- c) Damage or failure of the Module(s) caused by installation not in conformance with the Module(s) specifications, installation manuals, operation manuals, or labels attached to the Module(s); or
- d) Damage or failure of the Module(s) caused by improper wiring, installation, or handling; or
- e) Damage or failure of the Module(s) caused by devices and/or parts not authorized by LG or by mounting methods of such unauthorized devices and/or parts; or
- f) Damage or failure of the Module(s) caused by improper or incorrectly performed maintenance, operation, alteration, or modification; or
- g) Damage or failure of the Module(s) caused by removal from the original place of installment; or
- h) Damage or failure of the Module(s) caused by repairs not in accordance with LG's instructions; or
- i) Damage or failure of the Module(s) caused by inappropriate handling during storage, packaging, or transportation; or
- j) Damage or failure of the Module(s) caused by external shock such as flying objects or external stress; or
- k) Damage or failure of the Module(s) caused by direct contact with environmental pollution such as soot, acid rain, or industrial chemicals including ammonia; or
- l) Damage or failure of the Module(s) caused by direct contact with salt water or underground water containing lime component or petrochemicals; or
- m) Damage or failure of the Module(s) caused by acts of nature (e.g., earthquake, tornado, flood, lightning, fire, hurricane, heavy snow, etc.) or caused by power failure, power surge, or any other unforeseen circumstance beyond LG's control; or
- n) Damage or failure of the Module(s) caused by an act of terror, riot, war, or other man-made disaster; or
- o) Damage or failure of the Module(s) caused by external stains, smudges, or scratches that do not affect power output; or
- p) Damage or failure of the Module(s) caused by sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging, or continuous use; or
- q) Damage or failure of the Module(s) caused by installation in a location that exceeds operating conditions.

5. Limitation of Warranty Scope

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE MODULE(S) IS LIMITED IN DURATION OF THIS LIMITED WARRANTY. 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, INJURY TO PERSONS OR PROPERTY 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 YOU FOR THE MODULE(S) OR SERVICE(S) FURNISHED, 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 LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

6. Assertion of Limited Warranty Claim

The assertion of claims under this Limited Warranty presupposes that (i) You have informed the authorized reseller/distributor of LG's Module(s) in writing of the alleged claim; or (ii) this written notification has been sent directly to the address stated in Section 7 below if the authorized reseller/distributor no longer exists (e.g., due to business termination, bankruptcy, etc.). Such assertion of claims must be accompanied by the original sales receipt verifying proof of purchase and purchase date of the Module(s). The assertion of the claims must occur within thirty (30) days from the date that the claim is identified by You.

7. LG Contact Information

- Call: (888) 865-3026 and select the appropriate option from the menu; or
- Email: solarsvc@lge.com; or
- Mail: LG Electronics Customer Service, Attn: Business Support Team, P.O. Box 240007 Huntsville, AL 35813

8. Force Majeure

LG shall not be responsible or liable to You or any third party for any non-performance or performance delay arising or resulting from any act of nature, pandemic, war, strike, riot, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures, or any other unforeseen physical event or condition beyond LG's control.

9. Disputes

Except to the extent prohibited by applicable law, You agree not to 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 accrued.

10. Severability

In the event any provision contained in this Limited Warranty is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be enforced to the extent possible consistent with the stated intention of LG, or, if incapable of such enforcement, shall be deemed to be deleted from this Limited Warranty, while the remaining provisions of this Limited Warranty will remain in full force and effect.

11. Validity

This Limited Warranty applies to the below Module(s) manufactured on or after December 1, 2020.

<u>LG NeON H</u>	<u>LG NeON H BiFacial</u>
“LGxxxN2W-E6”	“LGxxxN2T-E6”

LG reserves the right to amend any provision, clause, or application of this Limited Warranty from time to time in its sole discretion without notice to You; however, such change shall not be retrospective.