



LIMITED WARRANTY FOR LG ENERGY STORAGE SYSTEM

Applicable Energy Storage Systems

LG ESS Home 8 (RBA008K0A00)

: Home 8 RA768K16A11 (Usable Capacity: 14.4 kWh, Rated Output Power: 7.5kW)

: SE Box REA200APO (Maximum Current rating 200A, Maximum continuous current rating 160A)

LG ESS Home 5 (RBA005K0A0F)

: Home 5 RA500K16A11 (Usable Capacity: 14.4 kWh, Rated Output Power: 5.0kW)

: SE Box REA200APO (Maximum Current rating 200A, Maximum continuous current rating 160A)

THIS LIMITED WARRANTY IS VALID IN THE UNITED STATES AND APPLIES ONLY TO THE ORIGINAL END USE PURCHASER AND SUBSEQUENT OWNER(S) OF THE LOCATION ON WHICH THE SYSTEM WAS ORIGINALLY INSTALLED.

**FOR A COPY OF THIS LIMITED WARRANTY, VISIT
WWW.LGUSA.COM/ESS/WARRANTY**

LG Electronics U.S.A., Inc. (“LG”) warrants that it will repair or replace defective internal parts (“Part[s]”) of a qualified LG Energy Storage System (each, a “System”) that fail during the warranty period if such parts prove to be defective due to improper materials and / or manufacturing workmanship under normal application, installation, use and service conditions. 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 and subsequent owner(s) of the 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 holds a current government issued license that authorizes the individual or company to service and install electrical 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) the guidelines set forth in installation, operation, maintenance and engineering publications made available by LG, (ii) applicable local, state and federal law and, (iii) all applicable building and electrical codes and best industry standards and practices.

LIMITED WARRANTY PERIOD

LG warrants a qualified System (the “Standard Warranty Period”), as follows:

1. FIVE (5) YEAR SYSTEM PART WARRANTY FOR A QUALIFIED SYSTEM – The Part(s) of a qualified System are warranted for a period ending five (5) years after the date of original installation. In the absence of proof of the date of original installation, the warranty start date will begin ninety (90) days after the date of manufacture (“Warranty Start Date”).
2. FIVE (5) YEAR SYSTEM USABLE CAPACITY WARRANTY FOR A QUALIFIED SYSTEM – The energy retention of a qualified System will be at least 70.0% of the usable capacity, as specified on the System, with a total operation limit of 59.8 MWh, for a period of five (5) years after the Warranty Start Date.

EXTENDED LIMITED WARRANTY

The Standard Warranty Period is extended to a total of ten (10) years for qualified Systems, registered with LG’s ThinQ® service, that are connected to the internet such that the System’s firmware may be remotely updated from time to time, without further notice. LG warrants that the Part(s), and the energy retention of a qualified System will be at least 70.0% of the usable capacity, as specified on the System, with a total operation limit of 59.8 MWh, for a period of ten (10) years after the Warranty Start Date.

Note to California Residents (and residents of other jurisdictions that prohibit warranty benefits conditioned on registration): Failure to complete and return the registration to obtain longer warranty periods and failure to register does not diminish your warranty rights. For California Residents and residents of other jurisdictions that prohibit warranty benefits conditioned on registration, product registration is not warranty registration or a warranty confirmation.

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 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 RELATED 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.

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. 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.

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. This Limited Warranty does not warrant uninterrupted or error-free operation of the System or damage and/or failure resulting from normal wear and tear of the System.
3. 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.
4. 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 Part(s) 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. The return of Part(s) may only occur after written authorized by LG has been given.
5. 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, 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. Any serial number of any System or any Part(s) thereof is altered, defaced or removed.
3. A System is sold AS IS or WITH ALL FAULTS or this Limited Warranty is otherwise expressly disclaimed.
4. 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.
5. Damage and / or failure caused by improper application or improper sizing of the System, and / or improper matching of any component of the System or other failure to comply with the manufacturer's instructions or recommendations.
6. Damage and / or failure caused by installation of the System not in conformance with the manufacturer's specifications, installation manuals, operation manuals, or labels attached to the System. Examples include, but are not limited to, installation of the System in a location exceeding specified operating conditions (e.g., altitude exceeding 3000m, and / or continuous exposure to sunlight or other conditions that result in consistent operating temperature that falls below 14°F or exceeds 113°F).
7. Any installation, repair, maintenance or service is performed by unqualified third party service providers.
8. Damage and / or failure 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 acts of God.
9. Damage and / or failure caused by improper wiring, installation, or handling of the System while in transit or in a storage facility.
10. Damage and / or failure caused by System exposure to corrosive chemical vapors and / or liquids, contaminates, or any corrosive agent.
11. Damage and / or failure to the System due to operating in a wet or damp environment or in harmful environmental conditions including direct contact with salt water or underground water containing lime components or petrochemicals.
12. 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.
13. Damage and / or failure caused by improper adjustments of user control(s).
14. Acts, omissions, and conduct of third parties including, but not limited to, the installing contractor and any repairs, service or maintenance by unqualified persons.
15. Damage and / or failure caused by cockroaches, mice, rats or other insects or rodents.

LIMITED WARRANTY CONDITIONS

LG ESS SYSTEM IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. LG DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR SYSTEM. FURTHER, LG RESERVES THE RIGHT TO REFUSE TO SERVICE ANY SYSTEM USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF LG'S SERVICE OR REFUSAL TO SERVICE SYSTEM IN SUCH CIRCUMSTANCES.

OBTAINING WARRANTY PARTS AND ADDITIONAL INFORMATION

You must promptly report any failure of a Part covered by this Limited Warranty to the installer of the System, or the nearest authorized reseller / distributor of the System. All claims must be reported within the applicable Limited Warranty period. If you do not know who to contact, please visit www.lgusa.com/ess 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. Present the sales receipt or other documentation that establishes proof of purchase and date of installation. If proof of installation date cannot be rendered, this Limited Warranty shall be deemed to begin ninety (90) days from the date of manufacture.

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) 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

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.

CALIFORNIA PROPOSITION 65 WARNING

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your System other than the external casing. If you do, please wash your hands afterwards.

VALIDITY

This Limited Warranty shall be valid from September 1, 2022 and shall apply to all Home 8 (RA768K16A11) and SE Box (REA200APO) Energy Storage Systems, installed and used together, and all and Home 5 (RA500K16A11) and SE Box (REA200APO) Energy Storage Systems, installed and used together, sold to Customers and installed 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.