



LG EnerBox[®] 2 (Communication Gateway) LIMITED WARRANTY

The limited warranties specified herein (hereinafter "**Limited Warranty**") apply to LG EnerBox[®]2 Communication Gateway models listed in Section 10 below (hereinafter "**Gateway**") sold by LG Electronics U.S.A., Inc. (hereinafter "**LG**") and installed by licensed contractor 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 Gateway 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 Gateway was manufactured.

1. 5 Year Limited Warranty

LG will, at its sole discretion, repair, replace or offer pro-rated refund of the Gateway if it proves to be defective in material or workmanship for a period ending five (5) years from the Warranty Start Date under normal and proper installation, use and service conditions.

2. 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 at LG's sole discretion provided under this Limited Warranty.

Repair or replacement will be made with new, refurbished or re-manufactured Gateway or parts and the replaced Gateway or parts shall become the property of LG. In the event the Gateway is no longer available, LG reserves the right, at its sole discretion, to deliver new, refurbished or remanufactured Gateway that may differ in size, color, shape, model number.

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 Gateway to You. You will then return the defective Gateway using pre-paid shipping label provided by LG to LG's designated service center in either its original packaging, packaging from the replacement Gateway 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 Gateway. Your credit card will not be charged if You promptly return the defective Gateway to LG.

This Limited Warranty covers the transportation cost for reshipment of any repaired or replaced Gateway to You, but does NOT cover any other costs associated with installation, removal, or re-installation of the Gateway. If Gateway 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 Gateway.



3. Limited Warranty Exclusions

3-1. This Limited Warranty does NOT apply to Gateway:

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

3-2. This Limited Warranty also does NOT cover:

- (a) Damage or failure of the Gateway caused by non-compliance with federal, state, and/or local electric codes; or
- (b) Damage or failure of the Gateway caused by installation not in conformance with the Gateway specifications, installation manuals, operation manuals, or labels attached to the Gateway; or
- (c) Damage or failure of the Gateway caused by improper installation, or handling; or
- (d) Damage or failure of the Gateway caused by improper or incorrectly performed maintenance, operation, alteration, or modification;
or
- (e) Damage or failure of the Gateway caused by removal from the original place of installment; or
- (f) Damage or failure of the Gateway caused by repairs not in accordance with LG's instructions; or
- (g) Damage or failure of the Gateway caused by inappropriate handling during storage, packaging, or transportation; or
- (h) Damage or failure of the Gateway caused by water, generalized corrosion, biological infestations, act of nature (e.g., earthquake, tornado, flood, lightning, fire, hurricane, heavy snow, etc.) or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Gateway specifications, including high input voltage from generators or lightning strikes ; or
- (i) Damage and/or failure caused by incidental or consequential damage caused by defects of other components of the solar system; or
- (j) Damage or failure of the Gateway caused by an act of terror, riot, war, or other man-made disaster; or
- (k) Damage or failure of the Gateway caused by external stains or scratches that do not affect performance; or
- (l) Damage or failure of the Gateway caused by sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging, or continuous use; or
- (m) Damage or failure of the Gateway caused by installation in a location that exceeds operating conditions.

4. 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 GATEWAY 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, GATEWAY FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE GATEWAY, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE GATEWAY. LG'S TOTAL LIABILITY, IF ANY,



DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY YOU FOR THE GATEWAY 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.

5. Assertion of Claims

The assertion of claims under this Limited Warranty presupposes that (i) You have informed the authorized reseller/distributor of LG's Gateway in writing of the alleged claim; or (ii) this written notification has been sent directly to the address stated in Section 6 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 Gateway. The assertion of the claims must occur within thirty (30) days from the date that the claim is identified by You.

6. Obtaining Warranty Performance

- 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

7. 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, 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.

8. 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.

9. 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.



10. Validity

This Limited Warranty applies to the below Gateway manufactured on or after Oct. 1, 2019.

“HGQQMSD10”

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.