

**WARRANTY TERMS AND CONDITIONS APPLICABLE TO ALL
LGxxxNxK/NxW/NxK-E6 Brand Solar Modules by LG ELECTRONICS**



LG Electronics Inc., Solar Business Division, LG Twin Towers, 20 Yeouido-dong, Yeongdeungpo-gu, Seoul, 150-721, Republic of Korea, telephone +82 / 2 / 3777-1114, fax +82 / 2 / 3777-5140 (hereinafter "LG") provides a limited warranty ("*Limited Warranty*") in accordance with the following terms and conditions:

The Limited Warranty shall apply to all solar modules manufactured by LG ("*modules*") and is provided only to the original end customer or subsequent owners of the location where the module was first installed (all such persons will hereafter be referred to as "*customer*"). The warranty begins ("*Warranty Commencement Date*") from the date of purchase by the original end customer. In the event that the customer is unable to provide appropriate documentation (e.g. receipt), the warranty will commence ("*starting date of warranty*") ninety (90) days after the date of manufacture of the module(s).

1. 25-year Limited Warranty on all LGxxxNxK/NxW/NxK-E6 modules

LG will, at its option, repair or replace the module in accordance with the following indicated in Section 3 ("*Limited Warranty Coverage*") applicable coverage for a period of 25 years from the effective date of the warranty if the module proves to be defective in materials or workmanship, provided, however, that the module has been seated and installed and has been used and maintained under normal conditions.

2. 25-year Limited Power Warranty on all LGxxxNxK/NxW/NxK-E6 modules

LG warrants that the actual power output of the module will be maintained at not less than 98.5% of the stated power output for a period of one (1) year from the warranty start date. From the second year onwards, the actual power output of the module will decrease by a maximum of 0.33% per year on average over the remaining 24 years, and at the end of the 25th year, the actual power output of the module will be at least 90.6% of the power indicated on the module nameplate.

If it is found that, when measured under standard test conditions ("STC", IEC 61215) by LG or an independent measurement company approved by LG prior to the measurement, the module does not achieve the guaranteed power indicated above (subject to a tolerance range of $\pm 3\%$), LG will, at its sole discretion, (i) repair the module; or (ii) make up the missing power by either (a) supplying an additional module to the customer or (b) replacing the module; or (iii) refund the difference between the guaranteed minimum power and the actual power of the module as measured by LG under standard test conditions, multiplied by the market price of the module or comparable model at the time of the customer's claim.

The power values stated in Section 2 ("*25-Year Limited Power Guarantee*") are subject to the applicable coverage set forth in Section 3 ("*Limited Warranty Coverage*").

The power values are those measured by LG under STC conditions as follows: (a) AM 1.5 spectrum, (b) 1000 W/m² radiation, and (c) 25°C rectangular cell temperature.

3. Scope of Limited Warranty

The scope of power indicated in the Limited Warranty is final.

Warranty extensions are excluded regardless of the legal basis. For repaired or replaced modules, only the remaining period of the original warranty applies.

Repair or replacement is accomplished by providing a new or re-treated module or part. The replaced module or parts are the property of LG. In the event a module is not available, LG reserves the right, at its sole discretion, to supply a new or refurbished module that may feature a different size, color, shape, model number and/or power.

This Limited Warranty covers transportation costs associated with reshipping a repaired or replaced module to the customer's location, **However, it does NOT cover transportation costs or risks, including transportation damage or loss in connection with returning the module to LG or an LG-approved intermediary or other costs associated with installing, removing or reinstalling the module.** In the event that a module returned to LG is found to be defect-free or otherwise not subject to this Limited Warranty, the customer will be required to pay the cost of return shipping.

No further claims under this Limited Warranty shall apply. In particular, all claims for indirect and/or consequential damages (such as interest costs, lost profit or lost feed-in tariffs, costs for the use of substitute current, etc.) and claims for damages that do not arise directly on the modules themselves are excluded, unless the claim arises from intentional acts or gross negligence on the part of LG or from exposure to loss of life, bodily injury or health. Peremptory statutory provisions, such as product liability laws, remain unaffected.

The Limited Warranty does not limit statutory liability claims for physical defects and does not constitute an admission of physical defects in the performance of warranty services.

4. Warranty exclusions

4.1. This Limited Warranty does NOT cover modules that:

- (a) have been sold and/or installed outside the EEA (European Economic Area - countries of the European Union, Norway, Iceland and Liechtenstein) and outside Switzerland;
- (b) were sold AS IS or WITH ALL FAULTS or for consumables; or
- (c) whose serial numbers or portions thereof have been altered, rendered illegible, or have been removed.

- (d) slight color differences between individual module cells or between individual modules do not constitute grounds for a claim.

4.2. This Limited Warranty further does NOT cover modules in the event of:

damages and/or failures resulting from

- (a) use on a mobile unit, including but not limited to vehicles, vessels, etc.;
- (b) failure to comply with national or local regulations;
- (c) installations that do not conform to the specifications, installation instructions, and operating instructions for the modules or to the labels affixed to the modules;
- (d) improper wiring, installation or handling;
- (e) other devices and/or parts than modules or as a result of assembly methods of these devices and/or parts;
- (f) damage and/or failure as a result of improper or erroneous maintenance, operation or modification;
- (g) damage and/or failure that occurred due to removal from the original installation site;
- (h) repairs not performed in accordance with LG's instructions;
- (i) improper handling during storage, packaging or transportation;
- (j) external impacts such as objects moving through the air or as a result of external load
- (k) environmental pollutants such as soot, salt or acid rain;
- (l) direct contact with salt water or groundwater containing a limestone component or petrochemical products;
- (m) acts of nature (such as earthquake, tornadoes, floods, storms, hurricanes, heavy snowfall, etc.) and due to fire, power failure, electrical overload and other unforeseeable circumstances beyond LG's control;
- (n) terrorist attacks, insurgencies, wars or acts of vandalism;
- (o) external stains or scratches that do not affect the module power;
- (p) sounds, vibrations, rust, scratches or discoloration that result from natural wear, aging and continuous use; or
- (q) modules that have been installed in a location that exceeds acceptable operating conditions.

5. Pursuit of claims

This Limited Warranty allows for claims provided that the customer has notified the LG-authorized module dealer in writing of the alleged claim. If the module vendor has ceased to be in business (e.g., due to closure or bankruptcy), the customer may inform LG of their claim by sending a letter directly to LG at the address below:

LG Electronics Inc.
Solar Business Division
20 Yeouido-dong, Yeongdeungpo-gu
Seoul (Seoul) 150-721
Republic of Korea

LG Electronics Deutschland GmbH EU
Solar Business Group
Alfred-Herrhausen-Allee 3-5
65760 Eschborn
Germany

tel: +49 (0) 6196-5821-620 E-
mail: service-solar@lge.de

Customers can also contact LG via www.lg.com.

If warranty claims are made, original sales receipts must be included as proof of purchase and date of purchase. Claims may be asserted within thirty (30) days after the claim is established. Late claims or claims that arise after the warranty period will not be considered. The module can only be returned with LG's written permission.

6. Force Majeure

LG shall not be liable to customer or any other third party for failure or delay in performing its obligations, including its obligations under this Limited Warranty, if the failure or delay is due to circumstances beyond LG's reasonable control, such as acts of war, strikes, insurrections, unavailability of adequate and sufficient labor, materials, production capacity, technical failures, loss of profit or other unforeseeable events beyond LG's reasonable control ("force majeure events"), inclusive, but without limitation, to technical and physical events or conditions that were not reasonably known or understood at the time the module was sold or the claim occurred.

7. Jurisdiction

All legal disputes arising from claims under this Limited Warranty shall be exclusively settled in the courts of Frankfurt, Germany.

8. Applicable law

Only the law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and conflict of law, even if the customer is based abroad.

9. Validity

This Limited Warranty applies to all LGxxxNxC/NxW/NxK- E6 modules.

If necessary, LG reserves the right to make changes in the provisions, paragraphs or scope of this Limited Warranty without prior notice; however, such changes will not be retroactive.

As of: 1 January 2021