

Limited Warranty - USA

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG ELECTRONICS ("LG") TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. PLEASE SEE THE SECTION TITLED "PROCEDURE FOR RESOLVING DISPUTES" BELOW.

Should your Wi-Fi ACTIVE SUBWOOFER fail due to a defect in materials or workmanship under normal and proper use, during the limited warranty period set forth below, LG will, at its option, repair or replace the Product. This limited warranty is valid only to the original end-use purchaser of the Product and applies only when purchased lawfully and used within the United States including U.S. Territories.

WARRANTY PERIOD:

Parts and Labor: One (1) Year from the date of original end-use purchase, or from the date of delivery to end-use purchaser as per applicable law. (Internal/functional parts only)

NOTE

- Repaired or Replacement Products and parts are warranted for the remaining portion of the original warranty period or ninety (90) days, whichever is greater.
- Replacement Products and parts may be new, reconditioned, refurbished, or otherwise factory remanufactured.
- Replaced Product or part(s) will be the property of LG.
- If the original date of purchase or delivery cannot be verified, the warranty will begin on the 1st day of the manufacture month.

HOW SERVICE IS HANDLED:

The original sales invoice and delivery receipt* specifying the Product and date of purchase and delivery is required to obtain warranty service.

For any service-related inquiries, including troubleshooting assistance, visit www.lg.com or call 1-800-243-0000, or write to:

ATTN: LG Customer Interactive Center
201 James Record Road SW
Huntsville, Alabama 35824

Shipping Costs

In-bound and out-bound shipping will be paid by LG during the Warranty Period.

Disclaimer:

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE ABOVE LIMITED WARRANTY. UNDER NO CIRCUMSTANCE SHALL LG BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUE OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS, LOSS OR CORRUPTION OF PROGRAMMING OR DATA, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE PRODUCT. LG'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY YOU FOR THE PRODUCT 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.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

- Service trips to deliver, pick up, install, educate on how to operate, correct wiring or for unauthorized repairs.
 - Damage or failure of the Product caused by power failures, interruptions, or inadequate electrical service.
 - Damage or failure resulting from operating or using the Product in any way contrary to the instructions, use other than the Product's intended purpose, or use in conditions contrary to those recommended or outlined in the Product's Owner's Manual.
 - Damage or failure of the Product caused by transportation and/or handling, including scratches, dents, chips, and/or other damage to the finish of your Product, unless such damage results from a defect in materials or workmanship and is reported within one (1) week of delivery (Call: 1-800-243-0000).
 - Damage or failure resulting from improper installation, repair, maintenance, or foreign objects placed in or connected to the Product. Improper repair includes use of parts not approved or specified by LG.
 - Damage or failure caused by unauthorized modification, alteration, adjustment of user controls, calibration, accessories, or separate system components, or due to use with incompatible mobile devices.
 - Damage or failure caused by any accessories and software not approved or specified by LG.
 - Damage or failure caused by reception problems due to inadequate home antenna or faulty antenna connections, or computer software.
 - Damage or failure caused by incorrect electrical current, voltage, components or consumable cleaning products that are not approved by LG.
 - Damage or missing components for any display or open box Product.
 - Damage (including cosmetic damage), deterioration, malfunction, loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or acts of nature or other causes beyond LG's control. (Causes beyond LG's control include, but are not limited to, pests or vermin, lightning strike, wind, fire, power surges, water damage, or flood.)
 - Products used for other than normal and proper household use (e.g., rental, commercial or industrial use, offices, or recreational facilities) or contrary to the Product owner's manual.
 - Product with original serial numbers that have been removed, altered, or cannot be readily determined.
 - Increases in utility costs and additional utility expenses.
 - Refurbished Product or Product sold 'As Is', 'With All Faults', or under a similar disclaimer.
- The cost of repair or replacement under the above-mentioned excluded circumstances shall be borne by You.

ARBITRATION PROCEDURE FOR RESOLVING DISPUTES

ALL DISPUTES BETWEEN YOU AND LG ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF GENERAL JURISDICTION. BINDING ARBITRATION MEANS THAT YOU AND LG ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION.

Definitions. For the purposes of this section, references to "LG" mean LG Electronics U.S.A., Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, predecessors in interest, successors, assigns and suppliers; references to "dispute" or "claim" shall include any dispute, claim or controversy of any kind whatsoever (whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation or any other legal or equitable theory) arising out of or relating in any way to the sale, condition or performance of the product or this Limited Warranty.

Notice of Dispute. In the event you intend to commence an arbitration proceeding, you must first notify LG in writing at least 30 days in advance of initiating the arbitration by sending a letter to LG at LG Electronics, USA, Inc. Attn: Legal Department-Arbitration 111 Sylvan Avenue, Englewood Cliffs, NJ 07632. You and LG agree to engage in good faith discussions in an attempt to amicably resolve your claim. The notice must provide your name, address, and telephone number; identify the product that is the subject of the claim; and describe the nature of the claim and the relief being sought. If you and LG are unable to resolve the dispute within 30 days, either party may proceed to file a claim for arbitration.

Agreement to Binding Arbitration and Class Action Waiver. Upon failure to resolve the dispute during the 30-day period after sending written notice to LG, you and LG agree to resolve any claims between us only by binding arbitration on an individual basis, unless you opt out as provided below. Any dispute between you and LG shall not be combined or consolidated with a dispute involving any other person's or entity's product or claim. More specifically, without limitation of the foregoing, any dispute between you and LG shall not under any circumstances proceed as part of a class or representative action. Instead of arbitration, either party may bring an individual action in small claims court, but that small claims court action may not be brought on a class or representative basis.

Arbitration Rules and Procedures. To begin arbitration of a claim, either you or LG must make a written demand for arbitration. The arbitration will be administered by the American Arbitration Association ("AAA") and will be conducted before a single arbitrator under the AAA's Consumer Arbitration Rules that are in effect at the time

the arbitration is initiated (referred to as the “AAA Rules”) and under the procedures set forth in this section. The AAA Rules are available online at www.adr.org/consumer. Send a copy of your written demand for arbitration, as well as a copy of this provision, to the AAA in the manner described in the AAA Rules. You must also send a copy of your written demand to LG at LG Electronics, USA, Inc. Attn: Legal Department-Arbitration 111 Sylvan Avenue, Englewood Cliffs, NJ 07632. If there is a conflict between the AAA Rules and the rules set forth in this section, the rules set forth in this section will govern. This arbitration provision is governed by the Federal Arbitration Act. Judgment may be entered on the arbitrator’s award in any court of competent jurisdiction. All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration provision and to the arbitrability of the dispute are for the court to decide. The arbitrator is bound by the terms of this provision.

Governing Law. The law of the state of your residence shall govern this Limited Warranty and any disputes between us except to the extent that such law is preempted by or inconsistent with applicable federal law.

Fees/Costs. You do not need to pay any fee to begin an arbitration. Upon receipt of your written demand for arbitration, LG will promptly pay all arbitration filing fees to the AAA unless you seek more than \$25,000 in damages, in which case the payment of these fees will be governed by the AAA Rules. Except as otherwise provided for herein, LG will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the AAA Rules and this arbitration provision. If You prevail in the arbitration, LG will pay your attorneys’ fees and expenses as long as they are reasonable, by considering factors including, but not limited to, the purchase amount and claim amount. Notwithstanding the foregoing, if applicable law allows for an award of reasonable attorneys’ fees and expenses, an arbitrator can award them to the same extent that a court would. If the arbitrator finds either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all arbitration fees will be governed by the AAA Rules. In such a situation, you agree to reimburse LG for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Except as otherwise provided for, LG waives any rights it may have to seek attorneys’ fees and expenses from you if LG prevails in the arbitration.

Hearings and Location. If your claim is for \$25,000 or less, you may choose to have the arbitration conducted solely on the basis of (1) documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearings will be held at a location within the federal judicial district in which you reside unless we both agree to another location or we agree to a telephonic arbitration.

Opt Out. You may opt out of this dispute resolution procedure. If you opt out, neither you nor LG can require the other to participate in an arbitration proceeding. To opt out, you must send notice to LG no later than 30 calendar days from the delivery/pick-up date of your purchase of the Product by either: (i) sending an e-mail to optout@lge.com, with the subject line: “Arbitration Opt Out” or (ii) calling 1- 800-980-2973. You must include in the opt out e-mail or provide by telephone: (a) your name and address; (b) the date on which the product was delivered or picked up; (c) the product model name or model number; and (d) the serial number.

You may only opt out of the dispute resolution procedure in the manner described above (that is, by e-mail or telephone); no other form of notice will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the full benefits of the Limited Warranty. If you keep this Product and do not opt out, then you accept all terms and conditions of the arbitration provision described above.