CANADA

TERMS AND CONDITIONS

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND LG TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS THE LAWS OF YOUR PROVINCE OR TERRITORY DO NOT PERMIT THAT, OR, IN OTHER JURISDICTIONS, IF YOU CHOOSE TO OPT OUT. FOR FURTHER CLARITY, THIS ARBITRATION PROVISION IS NOT APPLICABLE TO CONSUMERS RESIDING IN ONTARIO, BRITISH COLUMBIA OR QUÉBEC. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. PLEASE SEE THE SECTION TITLED "PROCEDURE FOR RESOLVING DISPUTES" BELOW.

QUEBEC ONLY: LG stands behind its products and makes every reasonable effort to ensure its products can be maintained and repaired, as required. You may access the catalogue of available parts and services at https://www.lg.com/ca_en/support/. HOWEVER, LG IN NO WAY GUARANTEES AND MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY OF ANY SPECIFIC SPARE OR REPLACEMENT PART, REPAIR SERVICE OR INFORMATION OR INSTRUCTIONS FOR SUCH MAINTENANCE AT ANY TIME. LG EXPRESSLY DISCLAIMS ANY GUARANTEE, WARRANTY OR OBLIGATION IN RESPECT OF THAT AVAILABILITY.

Should your LG Refrigerator ("Product") fail due to a defect in materials or workmanship under normal and proper use, during the warranty period set forth below, LG Electronics Canada, Inc. ("LGECI") will, at its option, repair, replace or pro rate the Product upon receipt of proof of the original retail purchase. This limited warranty is valid only to the original retail purchaser of the Product and applies only to a Product distributed, purchased from an authorized retailer and used within Canada, as determined at the sole discretion of LGECI.

WARRANTY PERIOD (Note: If the original date of purchase cannot be verified, the warranty will begin sixty (60) days from the date of manufacture)			
Product	**Sealed System (Condenser, Dryer, Connecting Tube and Evaporator)**		**Linear / Inverter Compressor**
One (1) year from the date of original retail purchase	One (1) year from the date of original retail purchase	Seven (7) years from the date of original retail purchase	Ten (10) years from the date of original retail purchase
Parts and Labor (internal/ functional parts only)	Parts and Labor	Parts only (Consumer will be charged for labor)	Part only (Consumer will be charged for labor)

- 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, all at the sole discretion of LGECI.
- Proof of original retail purchase specifying the Product model and date of purchase is required to obtain warranty service under this Limited Warranty.

DISCLAIMER:

IF YOU ARE A CONSUMER SUBJECT TO QUÉBEC, BRITISH COLUMBIA OR ONTARIO'S CONSUMER PROTECTION LEGISLATION, THE EXCLUSION OF WARRANTIES CONTAINED IN THIS SECTION DO NOT EXCLUDE OR LIMIT THE RIGHTS AND REMEDIES THAT YOU MAY HAVE UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED THEREUNDER.

LGECI'S SOLE LIABILITY IS LIMITED TO THE LIMITED WARRANTY SET OUT ABOVE, UNLESS SUCH LIMITATION IS PROHIBITED BY THE LAWS OF THE PROVINCE IN WHICH YOU RESIDE. EXCEPT AS EXPRESSLY PROVIDED ABOVE, OR IF OTHERWISE PROHIBITED BY THE LAW OF THE PROVINCE IN WHICH YOU RESIDE, LGECI DOES NOT MAKE ANY OTHER WARRANTIES OR CONDITIONS RESPECTING THE PRODUCT, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS RESPECTING THE PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO REPRESENTATIONS SHALL BE BINDING ON LGECI. LGECI DOES NOT AUTHORIZE ANY PERSON TO CREATE OR ASSUME FOR IT ANY OTHER WARRANTY OBLIGATION OR LIABILITY IN CONNECTION

WITH THE PRODUCT. TO THE EXTENT THAT ANY WARRANTY OR CONDITION IS IMPLIED BY LAW, IT IS LIMITED TO THE WARRANTY PERIOD SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL LGECI, THE MANUFACTURER OR DISTRIBUTOR OF THE PRODUCT, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST PROFITS, LOSS OF ANTICIPATED PROFITS, LOST REVENUE, LOSS OF USE, OR ANY OTHER DAMAGE, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM ANY CONTRACTUAL BREACH, FUNDAMENTAL BREACH, TORT OR OTHERWISE, OR FROM ANY ACTS OR OMISSIONS. LGECI'S TOTAL LIABILITY, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT.

This Limited Warranty gives you specific legal rights. You may also have other rights that vary from province to province depending on applicable provincial laws. Any term of this Limited Warranty that negates or varies any implied condition or warranty under provincial law is severable where it conflicts with such provincial law without affecting the remainder of this warranty's terms.

THIS LIMITED WARRANTY DOES NOT COVER:

- Service trips to i) deliver, pick up, or install or; educate on how to operate the Product; ii) correct wiring or plumbing; or iii) correct unauthorized repairs or installations of the Product;
- Damage or failure of the Product to perform during power failures and interrupted or inadequate electrical service;
- Damage or failure caused by leaky or broken water pipes, frozen water pipes, restricted drain lines, inadequate or interrupted water supply or inadequate supply of air;
- Damage or failure resulting from operating the Product in a corrosive atmosphere or contrary to the instructions outlined in the Product's owner's manual;
- Damage or failure to the Product caused by accidents, pests and vermin, lightning, wind, fire, floods, acts of God, or any other causes beyond the control of LGECI or the manufacturer;
- Damage or failure resulting from misuse, abuse, improper installation, repair, or maintenance of the Product. Improper repair includes use of parts not authorized or specified by LGECI. Improper installation or maintenance includes installation or maintenance contrary to the Product's owner's manual;.
- Damage or failure caused by unauthorized modification or alteration of the Product, or if used for other than the intended household purpose/use of the Product, or damage or failure resulting from any water leakage due to improper installation of the Product;
- Damage or failure caused by incorrect electrical current, voltage or plumbing codes;
- Damage or failure caused by use that is other than normal household use, including, without limitation, commercial or industrial use, including use in commercial offices or recreational facilities, or as otherwise outlined in the Product's owner's manual;
- Damage or failure caused by the use of any accessories, components or cleaning products, including, without limitation, water filters, that are not approved/authorized by LGECI;
- Replacement of the water filter cartridge due to water pressure that is outside the specified operating range or due to excessive sediment in the water supply;
- Damage or failure caused by transportation and handling, including scratches, dents, chips and/or other damage to the finish of the Product, unless such damage results from defects in materials or workmanship and is reported to LGECI within one (1) week of delivery of the Products;
- Damage or missing items to any display, open box, refurbished or discounted Product;
- Refurbished Product or any Product sold "As Is", "Where Is", "With all Faults", or any similar disclaimer;
- Products with original serial numbers that have been removed, altered or cannot be readily determined at the discretion of LGECI;
- Increases in utility costs and additional utility expenses in any way associated with the Product;
- Any noises associated with normal operation of the Product;
- Replacement of light bulbs, filters, fuses or any other consumable parts;
- Replacement of any part that was not originally included with the Product;

- Costs associated with removal and/or reinstallation of the Product for repairs; and
- Shelves, door bins, drawers, handle and accessories to the Product, except for internal/functional parts covered under this Limited Warranty.
- Coverage for "in Home" repairs, for products in-warranty, will be provided if the Product is within a 150 km radius from the nearest authorized service center (ASC), as determined by LG Canada. If your Product is located outside a 150 km radius from a ASC, as determined by LG Canada, it will be your responsibility to bring the Product, at your sole expense, to the ASC for in-warranty repair.

All costs and expenses associated with the above excluded circumstances, listed under the heading, This Limited Warranty Does Not Cover, shall be borne by the consumer.

TO OBTAIN WARRANTY SERVICE AND ADDITIONAL INFORMATION, PLEASE CALL OR VISIT OUR WEBSITE:

Call 1-888-542-2623 (8 am - 9 pm EST, 365 days) and select the appropriate option from the menu, or visit our website at **http://www.lg.com**

PROCEDURE FOR RESOLVING DISPUTES:

EXCEPT WHERE PROHIBITED AT LAW (INCLUDING WITH RESPECT TO QUÉBEC, BRITISH COLUMBIA AND ONTARIO CONSUMERS), 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. EXCEPT WHERE PROHIBITED AT LAW (INCLUDING WITH RESPECT TO QUÉBEC, BRITISH COLUMBIA AND ONTARIO CONSUMERS), YOU AND LG BOTH IRREVOCABLY AGREE TO WAIVE 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 Canada, 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 LGECI Legal Team at 20 Norelco Drive, North York, Ontario, Canada M9L 2X6 (the “Notice of Dispute”). 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 of LG’s receipt of the Notice of Dispute, the dispute shall be resolved by binding arbitration in accordance with the procedure set out herein. You and LG both agree that, during the arbitration proceeding, the terms (including any amount) of any settlement offer made by either you or LG will not be disclosed to the arbitrator until the arbitrator determines the dispute.

Agreement to Binding Arbitration and Class Action Waiver. Upon failure to resolve the dispute during the 30 day period after LG’s receipt of the Notice of Dispute, you and LG agree to resolve any claims between you and LG only by binding arbitration on an individual basis, unless you opt out as provided below, or you reside in a jurisdiction that prevents full application of this clause in the circumstances of the claims at issue (in which case if you are a consumer, this clause will only apply if you expressly agree to the arbitration). To the extent permitted by applicable law, 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, except to the extent such a prohibition is not permitted at law, 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 except to the extent this prohibition is not permitted at law in your province or territory of jurisdiction as it relates to the claims at issue between you and LG. This does not apply to consumers in Ontario, British Columbia and Québec. In accordance with provincial legislation, the consumer and LG may agree to resolve the dispute using any procedure available, including commencing the action before the competent courts of those provinces.

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 private and confidential, and conducted on a simplified and expedited basis before a single arbitrator chosen by the parties under the provincial or territorial commercial arbitration law and rules of the province or territory of your residence. You must also send a copy of your written demand to LG at LG Electronics, Canada, Inc., Attn: Legal Department- Arbitration, 20 Norelco Drive, North York, Ontario M9L 2X6. This arbitration provision is governed by your applicable provincial or territorial commercial arbitration legislation. For consumers in Ontario, British Columbia and Québec, the applicable arbitration legislation only applies if consumers agree to submit the dispute to arbitration. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. All issues are for the arbitrator to decide, except that, 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 province or territory of your purchase shall govern this Limited Warranty and any disputes between you and LG except to the extent that such law is preempted by or inconsistent with applicable federal or provincial/territorial law. Should arbitration not be permitted for any claim, action, dispute or controversy between you and LG, you and LG attorn to the exclusive jurisdiction of the courts of the province or territory of your purchase for the resolution of the claim, action, dispute or controversy between you and LG.

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 unless you seek more than $25,000 in damages, in which case the payment of these fees will be governed by the applicable arbitration rules. Except as otherwise provided for herein, LG will pay all filing, administration and arbitrator fees for any arbitration initiated in accordance with the applicable arbitration 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 applicable laws), then the payment of all arbitration fees will be governed by the applicable arbitration 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 applicable arbitration 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 (1) on the basis of documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the applicable arbitration rules. If your claim exceeds $25,000, the right to a hearing will be determined by the applicable arbitration rules. Any in-person arbitration hearings will be held at the nearest, most mutually-convenient arbitration location available within the province or territory in which you reside unless you and LG both agree to another location or agree to a telephonic arbitration.

Severability and Waiver. If any portion of this Limited Warranty (including these arbitration procedures) is unenforceable, the remaining provisions will continue in full force and effect to the maximum extent permitted by applicable law. Should LG fail to enforce strict performance of any provision of this Limited Warranty (including these arbitration procedures), it does not mean that LG intends to waive or has waived any provision or part of this Limited Warranty.

Opt Out. The arbitration provision requires you and LG to resolve disputes by binding arbitration instead of court, unless the laws of your province or territory do not permit that, or, in other jurisdictions, if you choose to opt out. The arbitration provision does not apply to consumers in Ontario, British Columbia and Québec.

For individuals that fall within the binding arbitration provisions, 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 date of the first consumer purchaser's 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 purchased; (c) the product model name or model number; and (d) the serial number (the serial number can be found (i) on the product; or (ii) online by accessing https://www.lg.com/ca_en/findmodel_serial/).

In the event that you “Opt Out”, the law of the province or territory of your residence shall govern this Limited Warranty and any disputes between you and LG except to the extent that such law is preempted by or inconsistent with applicable federal or provincial/territorial law. Should arbitration not be permitted for any claim, action, dispute or controversy between you and LG, you and LG agree to attorn to the exclusive jurisdiction of the courts of the province or territory of your residence for the resolution of the claim, action, dispute or controversy between you and LG.

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.

Conflict of Terms. In the event of a conflict or inconsistency between the terms of this Limited Warranty and the End User License Agreement (“EULA”) in regards to dispute resolution, the terms of this Limited Warranty shall control and govern the rights and obligations of the parties and shall take precedence over the EULA.