

**1. WHAT THIS WARRANTY COVERS:**

LG offers you a limited warranty that the enclosed subscriber unit and its enclosed accessories will be free from defects in material and workmanship, according to the following terms and conditions:

- (1) The limited warranty for the product extends for TWELVE (12) MONTHS beginning on the date of purchase of the product with valid proof of purchase, or absent valid proof of purchase, FIFTEEN (15) MONTHS from date of manufacture as determined by the unit's manufacture date code.
- (2) The limited warranty extends only to the original purchaser of the product and is not assignable or transferable to any subsequent purchaser/end user.
- (3) This warranty is good only to the original purchaser of the product during the warranty period as long as it is in the U.S., including Alaska, Hawaii, U.S. Territories and Canada.
- (4) The external housing and cosmetic parts shall be free of defects at the time of shipment and, therefore, shall not be covered under these limited warranty terms.
- (5) Upon request from LG, the consumer must provide information to reasonably prove the date of purchase.
- (6) The customer shall bear the cost of shipping the product to the Customer Service Department of LG. LG shall bear the cost of shipping the product back to the consumer after the completion of service under this limited warranty.

**2. WHAT THIS WARRANTY DOES NOT COVER:**

- (1) Defects or damages resulting from use of the product in other than its normal and customary manner.
- (2) Defects or damages from abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of LG, including damage caused by shipping, blown fuses, spills of food or liquid.
- (3) Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- (4) That the Customer Service Department at LG was not notified by consumer of the alleged defect or malfunction of the product during the applicable limited warranty period.

- (5) Products which have had the serial number removed or made illegible.
- (6) This limited warranty is in lieu of all other warranties, express or implied either in fact or by operations of law, statutory or otherwise, including, but not limited to any implied warranty of marketability or fitness for a particular use.
- (7) Damage resulting from use of non LG approved accessories.
- (8) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to normal customer use.
- (9) Products operated outside published maximum ratings.
- (10) Products used or obtained in a rental program.
- (11) Consumables (such as fuses).

### 3. WHAT LG WILL DO:

LG will, at its sole option, either repair, replace or refund the purchase price of any unit that does not conform to this limited warranty. LG may choose at its option to use functionally equivalent re-conditioned, refurbished or new units or parts or any units. In addition, LG will not re-install or back-up any data, applications or software that you have added to your phone. It is therefore recommended that you back-up any such data or information prior to sending the unit to LG to avoid the permanent loss of such information.

### 4. STATE LAW RIGHTS:

No other express warranty is applicable to this product. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MARKETABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY HEREIN. LG SHALL NOT BE LIABLE FOR THE LOSS OF THE USE OF THE PRODUCT, INCONVENIENCE, LOSS OR ANY OTHER DAMAGES, DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THIS PRODUCT OR FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MARKETABILITY APPLICABLE TO THIS PRODUCT.

Some states do not allow the exclusive limitation of incidental or consequential damages or limitations on how long an implied warranty lasts; so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### 5. HOW TO GET WARRANTY SERVICE:

If you experience any problems with either the Bluetooth headset or the mobile handset, in each case as may be covered by this limited warranty, you need only return the affected device. For example, if a problem exists with the Bluetooth headset, please DO NOT return your mobile handset with the headset. Likewise, if a problem exists with the mobile handset, please DO NOT return the Bluetooth Headset with the handset.

To obtain warranty service, please call or fax to the following telephone numbers from anywhere in the continental United States:

**Tel. 1-800-793-8896 or Fax. 1-800-448-4026**

Or visit <http://us.lgservice.com>. Correspondence may also be mailed to:

LG Electronics Service- Mobile Handsets, P.O. Box 240007, Huntsville, AL 35824

### DO NOT RETURN YOUR PRODUCT TO THE ABOVE ADDRESS.

Please call or write for the location of the LG authorized service center nearest you and for the procedures for obtaining warranty claims.

### 7.11 Warranty Laws

The following laws govern warranties that arise in retail sales of consumer goods:

- The California Song-Beverly Consumer Warranty Act [CC §§1790 et seq],
- The California Uniform Commercial Code, Division Two [Com C §§2101 et seq], and
- The federal Magnuson-Moss Warranty Federal Trade Commission Improvement Act [15 USC §§2301 et seq; 16 CFR Parts 701– 703]. A typical Magnuson-Moss Act warranty is a written promise that the product is free of defects or a written promise to refund, repair, or replace defective goods. [See 15 USC §2301(6).] Remedies include damages for failing to honor a written warranty or service contract or for violating disclosure provisions. [See 15 USC §2310(d).] Except for some labeling and disclosure requirements, the federal Act does not preempt state law. [See 15 USC §2311.]

The Consumer Warranty Act does not affect the rights and obligations of parties under the state Uniform Commercial Code, except the provisions of the Act prevail over provisions of the Commercial Code when they conflict. [CC §1790.3.]

For purposes of small claims actions, this course will focus on rights and duties under the state laws.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.