

INSTALLATION TERMS AND CONDITIONS

WhisperKOOL XLT/Extreme Cooling System

ATTENTION: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE INSTALLING YOUR WhisperKOOL XLT/Extreme Cooling System. INSTALLING YOUR WhisperKOOL XLT/Extreme Cooling System INDICATES THAT YOU ACCEPT AND AGREE TO EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN ("TERMS OF USE"). IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU RISK VOIDING YOUR WARRANTY AND ASSUMING ADDITIONAL REPAIR AND REPLACEMENT COSTS.

1. Acceptance of Terms and Conditions Use and installation of a WhisperKOOL XLT/Extreme Cooling System assumes that the consumer, ("user") fully accepts and agrees to the Terms and Conditions set forth in this document. The Terms and Conditions also state that, by signing and returning this document, you are certifying you have read, understood, and agreed to our Terms and Conditions, as well as our User's Manual. The User's Manual is shipped with each unit and, if another copy is needed, replacement copies can be downloaded from the company website (www.vinotheque.com) or by contacting Vinothèque Wine Cellars ("Vinothèque") directly for a new copy. Vinothèque reserves the right, in its sole discretion, to change its Terms and Conditions at any time, for any reason, without notice.

2. Product Installation Subject to these Terms and Conditions, when the user purchases a WhisperKOOL XLT/Extreme Cooling System, the user agrees to read and follow the required installation procedures set forth by Vinothèque for proper use and installation of the Product.

- (a) It is highly recommended that you obtain the assistance of a wine storage professional.
- (b) Failing to address all of the variables associated with proper installation will cause the unit to operate incorrectly and limit its ability to cool and the longevity of the unit itself.
- (c) The warranty card must be returned to Vinothèque, the manufacturer, to ensure registration guaranteeing the full warranty period is granted. Failure to register the product within thirty (30) days of installation may result in a loss of warranty.
- (d) The user is responsible for the full costs of installation and any additional parts required for the proper and complete installation of the Product.
- (e) The WhisperKOOL XLT cooling system cannot operate at its optimum capacity if airflow is constricted by ducting or venting the exhaust side of the unit into a location with inadequate ventilation.

3. Product Warranty Information If a problem arises with your WhisperKOOL system during the warranty period, you must contact Vinothèque Customer Service for warranty coverage and repairs.

Removing the rivets from the unit housing without authorization from the manufacturer will VOID the warranty. Please contact a customer service representative for assistance before beginning work on a WhisperKOOL unit that is still under the two (2) year manufacturer warranty.

For XLT/Extreme Cooling Systems returned to Vinothèque following warranty guidelines, Vinothèque warrants this product against defects in material or workmanship as follows:

- (a) LABOR: For a period of two (2) years from the date of purchase. If this Product is found to be defective after undergoing customer service troubleshooting, Vinothèque will repair or replace the product, at its option and discretion, at no charge to the customer. After the Warranty Period, the customer is responsible for ALL labor and freight charges.
- (b) PARTS: Vinothèque will supply, at no charge, new or rebuilt replacement parts in exchange for defective parts for a period of two (2) years.
- (c) FREIGHT: During the first two (2) years from the date of purchase, Vinothèque will cover freight for the repair of units UNDER WARRANTY to customers within the continental United States.

This warranty does not cover cosmetic damage caused during installation or damage due to acts of God, accident, misuse, abuse, negligence, or modification to any part of the product. This warranty does not cover damage due to improper operation or lack of proper maintenance, connection to improper voltage supply, or attempted repair by anyone other than a technician approved by Vinothèque to service the product. This warranty does not cover products sold "AS IS" or "WITH ALL FAULTS." This warranty is valid only in the continental United States.

Proof of purchase in the form of a bill of sale or receipted invoice, which is evidence that the product is within the warranty period, must be presented to obtain warranty service. This warranty is void if the factory-applied serial number has been altered or removed from the product.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER. VINOTHÈQUE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. 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 warranty gives you specific legal rights and you may have other rights which vary from state to state.

4. Maintenance It is the user's responsibility to remove any accumulated dust, lint, or other debris from the front and rear intake grilles. This will restrict the airflow and may affect the unit's ability to function properly. Periodically cleaning the unit's vents will help assure maximum cooling efficiency. The drain tube must also be checked and kept clean and free of debris and mold to maintain proper performance. Mold is a natural living organism in the environment. It exists in the air in the form of microscopic spores that move in and out of buildings through doors, windows, vents, HVAC systems and anywhere else that air enters. Once it is discovered, mold must be addressed quickly and appropriately. Delayed or improper treatment of mold issues can result in costly and recurring repairs. If you suspect you have a mold problem, it is always best to hire a qualified and experienced mold remediation specialist.

5. User Costs and Responsibility The following items are not covered under warranty and are the sole responsibility of the user.

(a) The user is responsible for ALL initial installation costs, including, but not limited to, labor costs and the cost of any additional parts necessary to complete the installation.

(b) The user is responsible for the costs incurred for installation and removal of the product or any part thereof unless it has been defined as a warranty repair PRIOR to the work being performed.

(c) Purchasers (users) are reminded that they should satisfy themselves that the product they are purchasing is suitable for their needs and requirements and no responsibility will be placed with Vinothèque for their decisions.

(d) It is the user's responsibility to secure safe haven/storage for ANY AND ALL items that are being kept and stored in the user's wine cellar. Vinothèque takes no responsibility for the safety and preservation of the aforementioned items in the event that the environment becomes unsuitable for proper storage.

6. State Sales Tax

We collect California Sales Tax only for orders made and shipped within California. We do not collect sales tax for orders shipped to other states. However, you may be liable for sales tax to your state for the merchandise

you receive. You may want to check with your state's tax authority for "use tax" regulations.

7. Customer Service Vinothèque customer service department is available Monday through Friday, from 8:00AM to 4:00PM PT by calling 1-800-343-9463.

8. Trouble Shooting The customer service department is available to answer any questions or inquiries regarding our product as well as to assist in basic and primary troubleshooting for any problems with our product.

9. General Provisions

(a) Construction and severability. Every provision of these Terms and Conditions will be construed, to the extent possible, so as to be valid and enforceable. If any provision of these Terms and Conditions so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will, to the extent so held, be deemed severed from these Terms and Conditions, and all other provisions will remain in full force and effect.

(b) Governing Law/Choice of Forum. The laws of the State of California (without regard for conflicts of law) shall govern the construction and enforcement of these Terms and Conditions, except that the Terms and Conditions shall be interpreted as though drafted jointly by Vinothèque and the Purchaser. Any dispute will be resolved in a state or federal court situated in the County of Santa Clara, State of California, and the Purchaser hereby irrevocably submits to the personal jurisdiction of such courts for that purpose.

(c) Entire Agreement/No Waiver. These Terms and Conditions and the Limited Warranty incorporated herein by reference set forth the entire agreement between the parties and supersede all prior agreements or understandings, both written and oral, between the parties regarding the subject matter of this the Terms and Conditions and the Limited Warranty. The parties may modify these Terms and Conditions or the Limited Warranty only in a writing signed by each. No waiver by Vinothèque of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

(d) Correction of Errors and Inaccuracies. These Terms and Conditions may contain typographical errors or other errors or inaccuracies. Vinothèque reserves the right to correct any errors, inaccuracies or omissions, and to change or update these Terms and Conditions, at any time, without prior notice.

10. Questions or Additional Information If you have any questions regarding these Terms and Conditions or wish to obtain additional information, contact us via phone at 1-800-343-9463 or please send a letter via U.S. Mail to:

Vinothèque Wine Cellars
1738 E. Alpine Ave
Stockton, CA 95205