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# WhisperKOOL SPLIT SYSTEM

## INSTALLATION TERMS AND CONDITIONS

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING YOUR WhisperKOOL Split System.

### 1. Acceptance of Terms & Conditions

Installation and use of a WhisperKOOL Split System (hereafter referred to as "the product") constitutes acceptance by the Purchaser (or user) of the Terms and Conditions set forth in this document. The WhisperKOOL Owner's Manual is shipped with each unit and if another copy is needed, replacement copies can be downloaded from the company web site ([www.Vinothèque.com](http://www.Vinothèque.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 & Conditions at any time, for any reason without notice.

### 2. Product Installation

- (a) Purchaser of the product must arrange for the product to be installed by a certified HVAC technician in accordance with procedures set forth by Vinothèque and described in the WhisperKOOL Owner's Manual.
- (b) Purchaser must return the Limited Warranty card to Vinothèque to register the product and obtain the benefits of the Limited Warranty throughout the warranty period. Failure to register the product within thirty (30) days of installation may result in loss of warranty.
- (c) The HVAC technician installing the product must complete the designated portion of the Limited Warranty card and provide licensing or certification identification number information to Vinothèque in order to validate the Limited Warranty.
- (d) Purchaser is responsible for the full costs of installation and any additional parts required for the proper and complete installation of the product.

### 3. Product Warranty Information

For Split Systems returned to Vinothèque in accordance with the terms and conditions of the Limited Warranty, Vinothèque warrants against defects in material and workmanship as follows:

- (a) LABOR: For a period of two (2) years commencing on the date of purchase, Vinothèque will, at its option and discretion, either repair or replace the product at no charge to the Purchaser if the product is determined by Vinothèque to be defective. After the Warranty period, the Purchaser is responsible for all labor charges.
- (b) PARTS: For a period of two (2) years commencing on the date of purchase, Vinothèque will supply, at no charge, new or rebuilt replacement parts in exchange for defective parts.
- (c) FREIGHT: For a period of two (2) years commencing on the date of purchase, Vinothèque will cover freight charges incurred in connection with the repair of units then under warranty to customers within the continental United States.

Vinothèque's Limited Warranty does not cover damage to the product caused by third parties or damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the product. The Limited 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 an HVAC technician approved by Vinothèque to service the product. The Limited Warranty does not cover Products sold "as is" or "with all faults" and is valid only in the United States.

Proof of purchase (in the form of a bill of sale or receipted invoice) establishing that the product is within the warranty period must be presented to obtain warranty service.

This Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product.

REPAIR OR REPLACEMENT PURSUANT TO THE LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER FOR ANY DEFECTS IN VINOTHÈQUE PRODUCTS. VINOTHÈQUE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE 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 on the duration of express and/or implied warranties, so the above limitations or exclusions may not apply to you.

Vinothèque's Limited Warranty gives you specific legal rights and you may have other rights, which vary from state to state.

#### 4. Maintenance

The Purchaser or user is responsible for checking the coils on the condenser unit and vacuuming them every three months to maintain them free of debris. The drain tube and the heater pan located on the evaporator unit 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 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

Responsibilities of the Purchaser, and/or items not covered under our Limited Warranty, include, but are not limited to, the following:

- (a) All initial installation costs, including, but not limited to, labor costs and the cost of any additional parts necessary to complete the installation.
- (b) Users must assure that the product is installed by a certified HVAC technician. Failure to do so will result in Voiding the Limited Warranty.
- (c) All costs incurred for the installation and/or removal of the product, or any part thereof, unless such cost has been defined as a warranty repair prior to the work being performed.

- (d) Purchasers should satisfy themselves that the product they are purchasing is suitable for their needs and requirements.
- (e) Purchasers are responsible for assuring the safety of any and all items that are kept and stored in the wine cellar. Vinothèque takes no responsibility for the safety of such items in the event that the environment becomes unsuitable for proper storage.

## 6. Customer Service

Vinothèque customer service department is available Monday through Friday, from 8:00 a.m. to 4:00 p.m. Pacific Time and can be reached at 1-800-343-9463.

## 7. Troubleshooting

The customer service department is available to answer questions regarding our products and to assist in basic troubleshooting in the event that a problem arises.

Vinothèque reserves the right to have a certified, Vinothèque-approved, HVAC technician go on site and inspect the product if the initial trouble shooting warrants further investigation.

If after on-site inspection of the product, it appears the product may be malfunctioning due to a defect in the unit, Vinothèque will cover the costs of the evaluation by the certified HVAC technician. If the product is malfunctioning due to the improper installation or some other act or omission by a party other than Vinothèque, then the user is responsible for the costs of the on-site evaluation by the technician in addition to any repair costs.

## 8. Request for Product Evaluation and Repair Under Warranty

### 8.1 Split System Field Service Warranty Policy

This Policy is to clarify what falls under Warranty Service and what becomes the responsibility of the Owner. Vinothèque ("manufacturer") strives to provide our customers with a superior product and we back our product with a Two Year Limited Warranty. Please review the following guidelines to ensure you have a complete understanding of our Policy and coverage of your Split System. Vinothèque will respond to your request for service once this letter has been signed and returned to the manufacturer.

### 8.2 Product Warranty Information

- (a) **LABOR:** For a period of two (2) years from the date of purchase, if this Product is determined 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 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 which include, but are not limited to, Evaporator Coil, Evaporator Side Fan, Evaporator Solenoid Valve, Thermostat, Condenser Sid Fan, Condenser Side Fan Switch, Compressor, Head Pressure Control, Low Pressure Switch, Condenser Coil, Access T's, Sight Glass, Liquid Line Drier, High Side Receiver.
- (c) **FREIGHT:** For a period of 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.

### 8.3 Product Installation

The following parts or causes of failure are not the responsibility of the manufacturer: improper voltage supply, line set with screw connectors (high end and low end), leaks found at the braze points when performing pressure check, unit that has been charged incorrectly, incorrect tubing diameter used on line set, a unit that has been wired incorrectly. (Refer to page 19 of Split System Manual), valve stem on condenser side, improper installation of P-Trap or lack of P-Trap if required (Refer to page 8 of Split System Manual), condenser installed outdoors, or in elements that would affect operation, without proper cover or housing. (Housing is available from Manufacturer)

### 8.4 User Costs and Responsibility

The following items are not covered under warranty and are the sole responsibility of the user:

- (a) Costs incurred for the installation and removal of the product.
- (b) Purchasers (users) are reminded that they should satisfy themselves that the product they have purchased is suitable for their needs and requirements and no responsibility will be placed with Vinothèque for their decisions.
- (c) 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 to maintain proper storage.

### 8.5 Arbitration

Any disputes arising out of or in connection with the installation and warranty of the Split System shall be referred to and finally resolved by a Vinothèque approved Independent Certified HVAC Technician. The evaluation of the Technician on all issues or matters of identifying the responsible party (Vinothèque or Installing Technician) shall be determined in a written report. This report will be made available to all concerned parties. If discovered under warranty, Vinothèque will assume the financial responsibility under their warranty guidelines. If the report finds the Owner's Installer as the responsible party, Vinothèque will provide all documentation to the customer to substantiate the findings. This will include the Invoice from the Independent Certified HVAC Technician and the written report of the findings. The Owner will become responsible for payment directly to Vinothèque for all charges incurred for repairs (labor, parts and shipping costs) on the Split System.

## 9. General Provisions

Responsibilities of the Purchaser, and/or items not covered under our Limited Warranty, include, but are not limited to, the following:

- (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) ~~GOVERNANCE~~ 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 Limited Warranty. The parties may modify these Terms and Conditions or the Limited Warranty only in 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