

LIMITED WARRANTY

LIMITED WARRANTY: Seller warrants that the goods will be free of defects in materials and workmanship as follows: Furniture style (wood) wine cabinets made in the U.S.: all cooling unit parts for a period of 5 (five) years; cabinetry and labor (uninstalled) for a period of 12 (twelve) months. Metal cabinet wine units: parts and labor for cooling system and cabinetry for a period of 12 (twelve) months. For Designer Series units: parts and labor for a period of 12 (twelve) months from date of sale, compressor parts 5 years. Thermoelectric Units: 90 (ninety) days (including Wine Coolers, Beer Dispensers, Humidor, Portofino Wood Cellars, and Refrigerators). Wine-Mate Split and Ducted Systems and other installed products and parts only for 1 year, no labor. Other Wine-Mate Cooling Systems are 5 years parts, 1 year labor. Wine Accessories, Racking Systems and Other items are not warranted. There is no warranty on parts purchased separately. If a purchaser claims a product is "defective", they must obtain a letter from a qualified refrigeration technician at the customer's cost, to verify that the unit was installed properly, with proper ventilation and the unit is truly malfunctioning due to manufacture defect. Removal or re-installation of unit is not included in warranted costs. Purchaser's exclusive remedy is limited, at Seller's option; to repair or replace defective part[s] with either new or reconditioned part[s]. Purchaser is responsible for shipping the unit pre-paid to designated facility and Seller will pay return shipping charges in the continental United States for items repaired under warranty within 12 (twelve) months from date of sale. Replacement or exchanged units will be returned to Purchaser through curbside delivery only. Since the natural variation in texture, density, grain, color, tone and shade of wood is unavoidable; Seller does not guarantee the texture, color, tone or shade of the wood: nor does seller guarantee the colorfastness of wood or against peeling, chipping, cracking or scratching. Note: Unfinished wood is subject to warping; all wood surfaces must be sealed before placing cellar into service. Improper repair or placement of the unit will void the warranty. Any third party repair facility must be pre-approved in writing by Seller, before providing replacement parts under warranty. IL Romanzo units: Warranty 90 (ninety) days. Replacement part 12 (twelve) months from the date of sale. Non-New Units (Scratch & Dent/Refurbished/Floor Models), warranty for compressor units is 90 days from your dated invoice and 30 days for thermoelectric units (parts for function only, not cosmetic defects). These units are refurbished and sold as is; Purchaser assumes risks to the quality and performance of goods and assumes the costs of all necessary service or repair not covered herein. Element Grills (via Element Products LLC), grills have a 1 year parts warranty and a thirty day limited parts warranty on grill accessories. Warranty period is from the date of sale (not from shipping, delivery, nor installation).

Storage Fees: When having an item serviced by a Vinotemp service technician at the Vinotemp warehouse, Purchaser agrees to pick up their repaired item or make arrangements for return shipping within a 60-day period once they have been notified by Vinotemp through phone call, email, or letter that their unit is ready for pick up. If the item remains in the Vinotemp warehouse after 60 days but no longer than 120 days, the Purchaser will incur additional storage fees of 2%. After 120 days in storage, the item will become property of Vinotemp. All completed cabinetry, racking, or other custom work must be picked up or shipped within a period of 14 days after Vinotemp has notified the Purchaser by phone call, email, or letter. Any completed cabinetry, racking, or other custom work stored longer than 14 days will incur an additional storage fee. After 120 days, the product will become property of

Vinotemp. This Limited Warranty does not cover damage due to such things as accident, misuse, abuse, mishandling, neglect, acts of God, fires, earthquakes, floods, high winds, government, war, riot or labor trouble, strikes, lockouts, delay of carrier, unauthorized repair, or any other cause beyond the control of the Seller, whether similar or dissimilar to the foregoing. Seller is not responsible for any damages caused to Purchaser's property resulting from the goods. This limited warranty applies only inside the Continental US (Alaska, Puerto Rico, Hawaii and other territories/countries are not warranted). Purchaser understands and acknowledges that the goods sold here are wine cellars, cigar humidors, and/or other similar units which house wine or cigars or other items. Purchaser assumes all risk of using these units, including risk of spoilage, humidity variations, temperature variations, leaks, fire, water damage, mold, mildew, dryness and similar and any other perils that might occur. Seller is not responsible for incidental or consequential damages, and there are no warranties, expressed or implied, which extend beyond the Limited Warranty described above. Warranty and liability are non-transferable. The implied warranties of merchantability and of fitness for a particular purpose are hereby expressly disclaimed. Some states do not allow the exclusion of incidental or consequential damages, or a waiver of the implied warranties of fitness and/or merchantability, so the above limitations 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. Seller disclaims any indemnification for claims of infringement of any intellectual property of protectable nature. In the event of any dispute between Seller and Purchaser arising out of or relating to these terms and conditions or to the goods sold generally, Purchaser must first file a written claim with Seller within ten days of the occurrence giving rise to the claim and wait an additional thirty days for a response before initiating any legal action. The sale and all terms are subject to California law. Any legal proceeding arising out of or relating to these terms and conditions or to the goods sold Purchaser shall bring, solely and exclusively in the County of Los Angeles. In no event may Purchaser initiate any legal proceeding more than six months after the occurrence of the event giving rise to the dispute. Seller may make non-payment claims until debt is paid in full.