

TERMS AND CONDITIONS

Vinotemp International Corp. ("Seller") and the person or entity that acquires these goods from Seller ("Purchaser") hereby fully agrees to the following terms and conditions of the sale: Shipping fees are the responsibility of the Purchaser whether freight prepaid or freight collect. Seller assumes no responsibility for the goods sold to the Purchaser once the goods have left the Seller's premises, including, but not limited to, late delivery by the carrier, or for events caused by any difficulty carrier incurs in attempting to fit the goods into the Purchaser's designated location due to the size of the goods or any other reason. Purchaser assumes all responsibility for delivery, payment of freight, access, measurement, installation, hook-up, wiring, moving and storage of the goods. The transportation of all goods is subject to the terms and conditions which the carrier imposes on Purchaser including, but not limited to, additional charges imposed per flight of stairs, and/or additional charges resulting from the carrier's inability to safely and/or adequately use the building elevator to lift the goods. Any claim for damages incurred during shipment by the carrier of the goods are insured and handled directly with the carrier and must be noted at time of delivery. Any damages due to manufacture defects will be handled directly with Seller, subject to the Limited Warranty, below. If the item is damaged by the freight company, Purchaser may cancel the order only by paying for freight costs both ways and a 35% restocking fee.

All sales are final, and unless authorized in writing by the Seller, Purchaser may not return the goods, under any circumstance. If Purchaser refuses to accept the goods, under any circumstance, the Purchaser is liable for the return and cost of freight both ways, and if Seller does take back the goods, there will be a restocking/service fee that is 35% of the purchase price of the goods (product must be in original packaging). If Purchaser returns goods claiming that the goods are defective and goods are found to be in working condition by the Seller, Purchaser is liable for the return and cost of freight both ways plus an a restocking/service fee that is 35% of the purchase price of the goods. Built-to-Order products (including Cabinets, Racking, and Accessories) are non-returnable. Purchaser must notify Seller of non-conforming goods within four days of delivery, after which time all goods are deemed accepted. If an order has been placed and production has started, cancellation of your order will be a 15% charge. If Purchaser tenders payment with a check that has insufficient funds (NSF), or stops payment on a check or credit card for any reason, Purchaser agrees to pay for all costs associated with the Seller's collection or litigation of such a claim, including without limitation general and special damages, court costs and attorneys' fees. Finance charges begin the date of invoice. Collection fees plus NSF fee of \$50 will be added to your invoice, which you agree to promptly pay. Title to the goods does not pass until payment is received in full by Seller and Seller retains a security interest in the goods until they are paid for in full, however, from deliver, Purchaser will insure the goods and for any damages caused by the goods (eighteen percent (18%) annual rate). Purchaser assumes and must immediately pay any "credit card arbitration" fees which the credit card companies charge during a dispute. Any disputes not resolved within 30 days from the invoice date will be reported to credit reporting agencies.

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 customers 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. 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 Romano 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 nor delivery).

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.

HONEST FEEDBACK: In an effort to ensure fair and honest public feedback, and to prevent the publishing of libelous content in any form, your acceptance of this sales contract prohibits you from taking any action that negatively impacts Seller its reputation, products, services, management or employees, unless you have: (A) first communicated with Seller, and (B) your statement/claim has been substantiated or validated by a judgment. Should you not follow this process, Seller in its sole discretion, will provide you a seventy-two (72) hour opportunity to retract the content in question. If the content remains, in whole or in part, you will immediately be billed US\$2,500, as liquidated damages, representing a fair estimation of damages, for it would be impracticable or extremely difficult to fix the actual damages. Should these charges remain unpaid for 30 calendar days from the billing date, your unpaid invoice will be forwarded to a collections firm and will be reported to consumer credit reporting agencies until paid.

The above terms and conditions are the only ones governing this transaction and Seller makes no oral representations of any kind. These Terms and Conditions can only be modified in writing, signed by both Purchaser and Seller.