WhisperKOOL Product Terms and Conditions
Including Product Limited Warranty And Product Installation Requirements
For WhisperKOOL Extreme Series

ATTENTION: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE INSTALLING YOUR WHISPERKOOL COOLING SYSTEM. INSTALLING YOUR WHISPERKOOL 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. Purchase of a WhisperKOOL Cooling System assumes that the Purchaser ("End User") fully accepts and agrees to the Terms and Conditions set forth in this document. The Terms and Conditions of Sale and Owner's Manual are shipped with each unit and, if another copy is needed, replacement copies can be downloaded from the company website (whisperkool.com) or by contacting WhisperKOOL directly for a new copy. WhisperKOOL reserves the right, in its sole discretion, to change its Terms and Conditions at any time, for any reason, without notice.

2. WhisperKOOL Product Limited Warranty:

A. Two (2) Year Limited Warranty. For the period of TWO (2) YEARS (the "Limited Warranty Period") from the date of original sale of a Product by WhisperKOOL, if a WhisperKOOL Product is found to be defective in material or workmanship after undergoing WhisperKOOL's customer service troubleshooting, then, subject to the WhisperKOOL Product Limited Warranty Limitations and Exclusions as well as the other Terms and Conditions stated herein, WhisperKOOL will do the following, as appropriate, for the end user ("End User") who has installed and is actually using the Product, with regard to LABOR, PARTS and FREIGHT:

1. LABOR - repair or replace (at WhisperKOOL's sole option) the Product. If WhisperKOOL determines that Product is to be REPLACED, there will be no labor reimbursement. If WhisperKOOL chooses to REPAIR the Product, WhisperKOOL will consider possibility of maximum reimbursement of $350.00 in labor for REPAIRING Product on site and supplying all parts at no charge. Invoice for service must be forwarded to WhisperKOOL for assessment and processing.

2. PARTS – supply, at no charge, new or rebuilt replacement parts for the Product in exchange for the return of defective parts. WhisperKOOL, at its option, will assess possibility to replace unit that is at the original site with a warranty replacement unit OR consider possibility of supplying all parts at no charge.

3. FREIGHT – cover normal ground freight charges for parts, and, in the event the Product is not repairable in the field, WhisperKOOL, at its option, will pay freight charges to return original Product to WhisperKOOL for evaluation. End User is responsible for freight charges of replacement Product being shipped to End User.

B. Five (5) Year Compressor Limited Warranty. WhisperKOOL Product's compressor only will be covered for five (5) years from date of purchase. Labor and freight of compressor is the End Users responsibility.

C. Product Warranty Limitations and Exclusions:

1. This limited warranty does not cover cosmetic damage caused during installation, damage due to acts of God, commercial use, accident, misuse, abuse, negligence, or modification to any part of the Product. Delivery and installation of the Product, any additional parts required, as well as removal of the Product if warranty work is required, are all at the sole cost, risk and obligation of the End User.
2. This limited warranty does not cover damage due to improper installation or operation or lack of proper maintenance of the Product, connection of the Product to improper voltage supply, or attempted repair of the Product by anyone other than a technician approved by WhisperKOOL to service the Product.
3. This limited warranty does not cover any Product sold "AS IS" or "WITH ALL FAULTS."
4. Product that has been replaced during warranty period does not extend the warranty period past the original date of purchase.

5. This limited warranty is valid only in the continental United States. Sales elsewhere are excluded from this warranty.
6. Proof of purchase of the Product in the form of a bill of sale, receipted invoice or serial number, which is evidence that the Product is within the Limited Warranty Period, must be presented by the End User to WhisperKOOL in order to obtain limited warranty service.
7. This limited warranty is void if the factory applied serial number has been altered or removed from the Product.
8. This limited warranty is voided if installed in an enclosure of insufficient design that does not follow the Product installation requirements stated herein and in the owner's manual.
9. Removing the rivets from the Product's unit housing without prior authorization from WhisperKOOL voids this limited warranty.
10. The End User must first contact WhisperKOOL Customer Service by telephone (at 1-800-343-9463) prior to attempting service on any Product still under the limited warranty; else the limited warranty is voided.
11. This limited warranty does not cover Product being concealed by, but not limited to, vegetation, fabric, shelving, mud, snow, or dirt. Product must not be painted or limited warranty will be void.
12. This limited warranty does not cover exposure to corroding environments such as, but not limited to, petroleum and gasoline products, cleaning solvents, caustic pool chemicals, and marine air.
13. This limited warranty does not cover any cause not relating to Product defect.
14. THE REPAIR OR REPLACEMENT OF THE PRODUCT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF YOU, THE END USER, AS WELL AS ANYONE ELSE IN THE CHAIN OF TITLE OF THE PRODUCT, DOES NOT START A NEW LIMITED WARRANTY TIME PERIOD, AND IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE PRODUCT. IN NO EVENT SHALL WHISPERKOOL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. 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 limited warranty gives you specific legal rights, and you may have other rights, which vary from state to state.
15. Failure of the End User to comply with all of the Product Installation Requirements, Maintenance Requirements and End User Requirements may, at WhisperKOOL's sole discretion, void this limited warranty.
16. No one has any authority to add to or vary the limited warranty on this Product.

3. Product Installation Requirements:

A. Prior to installing a WhisperKOOL Product, the End User must read the WhisperKOOL Owner's Manual and thereafter the End User must follow the required installation, use and maintenance procedures set forth by WhisperKOOL in WhisperKOOL's Owner's Manual. The Owner's Manual is shipped with each Product and if another copy is needed, replacement copies can be downloaded from WhisperKOOL's website (www.whisperkool.com) or by contacting WhisperKOOL directly for a new copy of the Owner's Manual.

B. It is highly recommended that the End User obtain the assistance of a wine storage professional.

C. Failing to address all of the variables associated with proper installation will cause the Product to operate incorrectly and limit both the Product's ability to cool and the longevity of the Product itself.

D. The End User is responsible for all risks and costs of installation of the Product, including but not limited to all labor costs as well as cost of any additional parts required for the proper and complete installation of the Product. The End User is responsible for all risks and costs of removing the Product if limited warranty work is required.

E. The Product cannot operate at its optimum capacity if airflow is constricted by ducting or venting the exhaust side of the Product into a location with inadequate ventilation.

4. Maintenance Requirements

It is the End User's responsibility to clean off any accumulated dust, lint, or other debris from the front and rear intake grills; failure to do this on a regular basis will restrict the airflow and may affect the Product's ability to func-

tion properly. Periodically cleaning the Product'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 reoccurring repairs. If the End User suspects a mold problem, it is always best to hire a qualified and experienced mold remediation specialist.

5. Additional End User Costs And Responsibilities

The following items are not covered under any warranty and are the sole responsibility of the End User:

A. End Users should satisfy themselves that the Product they are purchasing is suitable for their particular needs and requirements, and thus no responsibility will be placed with WhisperKOOL for the End User's decisions in this regard.

B. It is the End User's responsibility to secure safe haven/storage for ANY AND ALL items that are being kept and stored in the End User's wine cellar, including any Product. WhisperKOOL takes no responsibility for the safety and preservation of the aforementioned items in the event that the environment becomes unsuitable to maintain a proper storage environment.

C. End User is responsible for initial installation costs, including, but not limited to, labor costs and the cost of any additional parts necessary to complete the installation.

D. End User is responsible for all costs incurred for the installation and/or removal of the Product, or any part thereof, unless such cost has been agreed by WhisperKOOL to be a warranty repair prior to the work being performed.

6. Sales and Use Tax

WhisperKOOL only collects California sales tax for orders shipped within the State of California; WhisperKOOL does not collect sales tax for orders shipped to other states. However, the Purchaser and the End User may be liable to the taxing authority in their state for sales tax and/or use tax on the Product. The Purchaser and the End User should each check with their state's taxing authority for sales and use tax regulations.

7. Customer Service and Troubleshooting

WhisperKOOL's customer service department is available to answer any questions or inquiries for End Users regarding a WhisperKOOL Product, as well as to assist in performing basic troubleshooting, Monday through Friday, from 6:30 a.m. to 4:00 p.m. PST, at telephone number 1-800-343-9463. WhisperKOOL Corporation is located at 1738 East Alpine Avenue, Stockton, California 95205.

8. Miscellaneous Terms and Conditions

A. Return Policy. All return inquiries must be made within thirty (30) calendar days of the original purchase of a Product and are subject to a twenty five percent (25%) restocking fee. Shipping costs are not refundable and the Purchaser is responsible for all return shipping costs (including customs fees and duties, if applicable).

B. Security Interest. WhisperKOOL retains a security interest in each Product until payment in full.

C. Construction and Severability. Every provision of these Terms and Conditions shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of these Terms and Conditions 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 the contract of sale between Purchaser and WhisperKOOL, and all of the other non-severed provisions will remain in full force and effect.

D. 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 the these Terms and Conditions of Sale (Sections 1 through 9 inclusive, including Product Limited Warranty And Product Installation Requirements), and further these Terms and Conditions of Sale shall be interpreted as though drafted jointly by WhisperKOOL and Purchaser. Any dispute will be resolved by the courts in and for the County of San Joaquin, State of California, and all parties, WhisperKOOL, Purchaser and End User, hereby irrevocably submit to the personal jurisdiction of such courts for that purpose. No waiver by WhisperKOOL of any breach or default of the contract of sale (including these Terms and Conditions

of Sale) concerning a Product will be deemed to be a waiver of any preceding or subsequent breach or default.

E. Correction of Errors and Inaccuracies. These Terms and Conditions may contain typographical errors or other errors or inaccuracies. WhisperKOOL 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.

9. Questions, Additional Information And Technical Assistance

A. Questions. 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:

Customer Service
WhisperKOOL Corporation
1738 E Alpine Ave
Stockton, CA 95205

Email: support@whisperkool.com
Web: www.whisperkool.com

B. Technical Assistance. WhisperKOOL Customer Service is available Monday through Friday from 6:30 a.m. to 4:00 p.m. PST. The Customer Service representative will be able to assist you with your questions and warranty information more effectively if you provide them with the following:

1. The model and serial number of your WhisperKOOL UNIT.
2. The location of the system and installation details, such as ventilation, construction of your wine cellar, and room size.