

Vinothèque Wine Cellars Cabinet Warranty Explanation & Terms and Conditions

Acceptance of Terms and Conditions

Purchase and use Vinothèque Wine Cellar cabinet assumes that the consumer, (“user”) fully accepts and agrees to the Terms and Conditions set forth in this document. These Terms & Conditions also state that by signing and returning this document, you are certifying you have read, understand and agree to our Terms & Conditions. Vinothèque reserves the right, in its sole discretion, to change its Terms & Conditions at any time, for any reason, without notice.

Warranty

Subject to the conditions and exclusions stated below, Vinothèque Wine Cellars, (VWC) warrants that each cabinet will be free from defects in material and workmanship which would render the product unfit for normal and recommended use and service when set up in the continental USA. VWC warrants this product only to the first purchaser of this product for purposes other than resale, or to the original purchaser of the residence into which such cabinet is installed. This warranty covers only defects which become evident during the periods outlined below, provided that the owner gives written notice of such defects and pictures of the defects to Vinothèque Wine Cellars, 1738 E. Alpine Ave, Stockton, CA 95205, within the applicable time period.

Wood Millwork

VWC offers a limited warranty for five (5) years on all wood cabinets, from the date of first purchase of the cabinet, this warranty assuring that each such cabinet, for this period, is of good material and workmanship and free from defects that would render the cabinet unserviceable or unfit for the ordinary, recommended use. This warranty shall be void if the cabinet has not been stored, installed, and maintained in a good and workmanlike manner. The following shall NOT be considered defects in Material or Workmanship, and are NOT covered by this warranty:

1. Variations or unsatisfactory results in the finish, texture, or appearance resulting from the application of paint or other finishing materials on unfinished cabinets.
2. Natural variation in wood color or texture, and the natural surface checking of the wood.
3. Damage caused beyond the control of VWC, including but not limited to damage caused by misuse, abuse, accident, or mishandling, or by fire, flood, earthquake, storm, tornado, or other acts of nature.
4. Damage caused by failure to perform normal homeowner maintenance, or by attempts other than by VWC to repair the cabinet.

5. Surface checks in the cabinets that are less than 1/16 in width or less than 2 in length.
6. Appearance or performance of a knot in any Knotty Alder, Pine or Teak cabinet.
7. Please be aware that wood will expand and contract as the environment changes. It is not uncommon for a temporary warp condition to occur as the cabinet adjusts to local humidity and temperature conditions.

Cooling System

1. **LABOR:** For a period of one year from the date of purchase, if this Product is determined to be defective, Vinothèque will repair or replace the Product, at its option, at no charge, or pay the labor charges to any Vinothèque authorized service facility. After the Warranty Period, you must pay for all labor charges. In the event that your cabinet is not located within a 20 mile range of the nearest Vinothèque authorized service center, you will be responsible for charges arising out of travel time to and from the cabinet's location. WhisperKool units are required to be sent in for warranty work. A prepaid return shipping tag will be provided. If the unit is determined to be working properly and/or due to user error, the customer is required to pay for the return shipping charges.
2. **PARTS:** In addition, Vinothèque will supply, at no charge, new or rebuilt replacement parts in exchange for defective parts for a period of two (2) years. The compressor has a five (5) year part only warranty. Labor charges are not included after the second year.

Claims Procedure and Limit on Remedies

1. All warranty claims must be presented within the warranty period in writing.
2. Photographs must be submitted with any warranty claim. Digital photographs must include exterior pictures of the cabinet placement in its environment.
3. Onsite inspect will only occur after properly documented claims are submitted.
4. Any claim made without photographs or without adequate photographs will be required to be resubmitted with additional photographs.
5. Proof of purchase in the form of a bill of sale or receipted invoice, which is evidence that the unit is within the warranty period, must be presented to obtain warranty service.
6. This warranty is invalid if the factory-applied serial number has been altered or removed from the Product.
7. 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.
8. 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 a proper storage environment.

All warranty claims must be presented as outlined above, within the warranty period for the specific product.

This constitutes the purchasers sole and exclusive remedy under any claim or theory of liability. There are no warranties which extend beyond the description on the face hereof. All implied warranties, including merchantability, are excluded. VWC shall not be liable for consequential, indirect, or incidental damages of any nature including, without limitation, labor cost of any kind arising from or in connection with an alleged breach of any warranty or negligence on the part of VWC In no event shall VWC pay for the cost of labor, installation or finishing of a replacement or original cabinet or for any other cost relating to the replacement of a cabinet, all of which shall be the sole responsibility of the person making the warranty claim.

Exclusions

This warranty does not cover cosmetic damage caused during installation or damage due to acts of God, accident, misuse, abuse, negligence, commercial use, or modification of, or to any part of the Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or attempted repair by anyone other than a facility authorized 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 United States.

Terms and Conditions

Order Acceptance Policy

Customer's receipt of an electronic or other form of order confirmation does not signify VWC's acceptance of Customer's order, nor does it constitute confirmation of VWC's offer to sell. All orders are accepted in Stockton, California. VWC reserves the right at any time after receipt of Customer's order to accept or decline Customer's order for reasonable cause including but not limited to lack of availability of products, failure by Customer to satisfy payment terms, and/or breach by Customer of this Agreement. If a product is listed at an incorrect price due to typographical error or error in pricing information received from VWC's suppliers, VWC shall have the right to refuse or cancel any orders placed for the product(s) listed at the incorrect price whether or not the order has been confirmed and whether or not payment has been remitted. If payment has been remitted for the purchase and VWC cancels Customer's order, VWC shall forthwith issue a refund equal to the amount remitted for the unaccepted or cancelled order.

Approvals

Customer must carefully review and approve any written descriptions, drawings or finish samples if normally provided with the product they are purchasing. All products will be made to these specifications.

Cancellation

To cancel an order you had placed, you must notify us in writing by fax or e-mail, quoting your name, address and contact telephone number. Our company details and address for the purpose of postal notification of cancellation is:

Vinothèque Wine Cellars

1738 E. Alpine Ave.
Stockton, CA 95205
Email: sperez@vinotheque.com

The purpose of our cancellation policy is to allow the customer to withdraw from the purchase contract. However, there are certain important conditions and limitations. Please read them carefully:

* Cancellation must be in writing by fax or email with confirmation. A telephone call is not sufficient.

* Order cancellations will not be accepted once the cabinet has commenced production.

* Order cancellations will not be accepted for orders already shipped.

* Order cancellations will not be accepted for custom orders. ALL SALES ARE FINAL FOR CUSTOM ORDERS, any deposits will be forfeited.

Payment Terms

Terms of payment are within VWC's sole discretion and unless otherwise agreed to by VWC, payment must be received or otherwise authorized or secured in a form approved by VWC prior to VWC's acceptance of an order. Payment for the products will be made by approved credit card, or some other prearranged payment method agreed to by VWC. Larger custom projects may have slightly different payment terms and those would be specified within our written price quote for each project.

Shipping

Common Carrier Shipments

All shipments sent via common carrier are FOB origin, and title to the goods and risk of loss passes from Vinothèque to client upon placement of goods with the carrier. Customer will be responsible for checking shipment upon delivery for total product count and condition. Any shortage in total product count or evidence of damage to goods must be noted on the shipping Bill of Lading.

Vinothèque Local Delivery Shipments

(1) If you need to postpone and reschedule your delivery, you must call the Vinothèque office 48 hours prior to your scheduled delivery date. If no one is home for the scheduled delivery, you will be charged another delivery fee.

(2) You will be contacted a minimum of 24 hours prior to delivery and given a 2 hour window for delivery. Requests for specific times may not be honored. Deliveries begin at 8 am.

(3) Upstairs deliveries are subject to a \$15.00 charge per flight per heavy item.

(4) Drivers cannot handle furnishings that are not listed on the delivery documents. This includes, but is not limited to, other furniture, appliances, doors, and electronic components (e.g. televisions, computers, and stereos). Customer is responsible for making room for new furniture.

- (5) Drivers cannot deliver furniture if someone 18 years or older is not at home at the time of delivery.
- (6) Customer is responsible for measuring doorways, stairways, elevators, etc. to be sure merchandise will fit and allow room for maneuvering.

Warehouse Pickup Policy

- (1) Peoples Furniture does not assume responsibility for fitting furniture into the customer's vehicle.
- (2) If customer decides to return furniture for any reason, he/she is responsible for transporting goods back to us.
- (3) Customer is responsible for inspecting all items for damage before leaving the pick up facility.

Estimated Lead Times

All written and verbal lead times are non-binding good faith estimates based on historical material availability. Delays in production time may be caused by slow approval of project drawings or finish samples by customer. Vinotheque cannot be held responsible for delays beyond its control.

Design Modification

All products included in this web site and offered for purchase may have modifications that differ slightly from photographic representation. The VWC will always send the same model as specified on the written order regardless of the photograph present on the work order. The photographs are for identification purposes only and the design of the cabinet, glass, or finish may be changed without notice. Each cabinet is hand crafted and may have characteristics of its own design.

State Sales Tax

We only collect California Sales Tax for orders made and shipped within CA; we do not collect sales tax for orders shipped to other states. However, you may be liable for sales tax to your state on the merchandise you receive. You may want to check with your state's tax authority for "use tax" regulations.

Warranties

VWC makes no express warranties except those stated in this agreement and in VWC's applicable warranty statement in effect on the date of the invoice. Any such warranties will be effective. Use of product shipped constitutes acceptance.

Disclaimer

VWC expressly disclaims all other warranties, guarantees or representations, whether express, implied, or statutory, including any implied warranty of merchantability or fitness for a particular purpose. VWC also disclaims any implied warranty arising out of trade usage or out of a course of dealing or course of performance. VWC does not warrant that all products comply with specific geographical compliance or regulatory restrictions. **IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE THAT USE OF PRODUCTS PURCHASED COMPLIES WITH LOCAL JURISDICTION CODES**

AND WITH ALL REGIONAL, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS.

Limitation on Damages

VWC does not accept liability beyond the remedies set forth herein. VWC will not be liable for lost profits, loss of revenue or of business or other consequential, special, indirect, or punitive damages, even if they were foreseeable or if VWC was advised of the potential of such damages, or for any claim by any third party except as expressly provided herein. Customer agrees that for any liability related to the purchase of products or services, VWC is not liable or responsible for any amount of damages above the agreeable dollar amount of damages about the aggregate dollar amount paid by the customer for the purchase(s) under this agreement. This limitation will apply regardless of the form of action (i.e. whether the lawsuit is in contract or in tort, including negligence).

Return and Exchange Policy

All sales are final. VWC monitors product shipments and provides customer assistance in the event of carrier problems or destination errors. For inquiries regarding damaged or defective products, please refer to the warranty that obtains for a specific product, or e-mail us at sperez@vinotheque.com Prior to signing for receipt of goods, it is the customer's responsibility to inspect the product packaging for any indication that damage to the product may have occurred in transit. Failure to do so can void damage claims.

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 through drafted jointly by Vinotheque 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 this these Terms and Conditions or the Limited Warranty only through 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.

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