

**WhisperKOOL Product Terms and Conditions
Including Product Limited Warranty And Product Installation Requirements
For WhisperKOOL Split System 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 Installation and Limited Warranty

- A. Purchaser of the product must arrange for the product to be installed by a certified HVAC/R technician in accordance with procedures set forth by WhisperKOOL and described in the WhisperKOOL Owner's Manual.
- B. The HVAC/R technician installing the product must complete the designated portion of the Split Startup Checklist and provide licensing or certification identification number information to assist in the warranty registration process.
- C. Purchaser must return the completed Split Startup Checklist to WhisperKOOL within thirty (30) days of installation of Product. The Split Startup Checklist must be approved by WhisperKOOL to activate the Limited Warranty. If the Split Startup Checklist is approved, Purchaser will be sent activation approval documents and will start receiving the benefits of the Limited Warranty throughout the warranty period. If the Split Startup Checklist is incomplete, Purchaser will be informed they have five days to complete the Split Startup Checklist and re-submit to WhisperKOOL. The Split Startup Checklist will be reviewed again, and if denied, Purchaser will be informed that they have 10 business days for corrective action. Failure to register the Product may result in loss of 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.
- E. For Split Systems returned to WhisperKOOL in accordance with the terms and conditions of the Limited Warranty, WhisperKOOL warrants against defects in material and workmanship as follows:
 - 1. LABOR** - For a period of two (2) years commencing on the date of purchase, WhisperKOOL will, at its option and discretion, reimburse up to \$250 to the End User for cost incurred for servicing, repairing, removing or installing warranty parts. Invoice for service must be forwarded to WhisperKOOL for assessment and processing. The Split System warranty is invalid if there is attempted repair by anyone other than an HVAC/R technician approved by WhisperKOOL to service the Product.
 - 2. PARTS** - For a period of two (2) years commencing on the date of purchase, WhisperKOOL will supply, at no charge, new or rebuilt replacement parts in exchange for defective parts. Replacement parts are warranted only for the remainder of the original warranty period.
 - 3. FREIGHT** - For a period of two (2) years commencing on the date of purchase, if after WhisperKOOL approved evaluation the original Product failure is determined to be the cause of a manufacturers defect, and not the cause of an installation error or other cause, WhisperKOOL will cover at its option, freight for the replacement parts or Product.

The following part or cause of failure is not the responsibility of WhisperKOOL:

- 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
- Valve stem on condenser side
- Improper installation of P-Trap
- Lack of P-Trap (if required)
- Condensers that are installed outdoors or in elements that would affect operation without proper cover or housing. (Housing is available from Manufacturer).

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. Maintenance Requirements

The End User is responsible for checking the coils on the condenser unit and vacuuming them every three months to maintain them free of debris. 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 function 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.

4. Additional End User Costs And Responsibilities

Terms and conditions for replacing the Product that is being evaluated for limited warranty.

1. After evaluation by a certified HVAC/R technician and the Product is found to be un-repairable in the field, contact WhisperKOOL Customer Service to arrange for replacement under the warranty guidelines. When a claim for warranty is submitted for a condenser skid, the End User must purchase a new condenser skid from WhisperKOOL at retail price. Upon installation of the new condenser skid by a certified HVAC/R Technician, the HVAC/R Technician must complete the Installation Checklist and End User must submit the Installation Checklist to WhisperKOOL Customer Service for approval. The original condenser skid must be returned within 21 days to WhisperKOOL for failure analysis. If the Installation Checklist is approved and the failure is evaluated as defective and not installation error or other reason, the End User will be refunded for the cost of the replacement skid.
2. If the Product failure is evaluated and it is determined that it is an installation error or other reason, all costs, including shipping will be the responsibility of the End User.

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. End Users must assure that the product is installed by a certified HVAC/R technician. Failure to do so will result in Voiding the Limited Warranty.
- C. 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.
- D. 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.
- E. 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.

5. 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.

6. 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 reserves the right to have a certified, WhisperKOOL-approved, HVAC/R technician go on site and inspect the product if the initial trouble shooting warrants further investigation. WhisperKOOL Corporation is located at 1738 East Alpine Avenue, Stockton, California 95205.

7. Request for Product Evaluation and Repair Under Warranty

SPLIT SYSTEM FIELD SERVICE WARRANTY POLICY: This Policy is to clarify what falls under Warranty Service and what becomes the responsibility of the Owner. WhisperKOOL ("manufacturer") strives to provide our customers with a superior Product and we back our Product with a Two Year Limited Warranty. Please review the WhisperKOOL Product Terms and Conditions including Product Limited Warranty and Product Installation Requirements to ensure you have a complete understanding of our Policy and coverage of your Split System.

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

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 through 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.