

# Epic Metal Wine Rack Installation Instructions

(EP-WIRE1S, EP-WIRE2S, EP-WIRE3S) Patent #7,882,967

## Installation Instructions

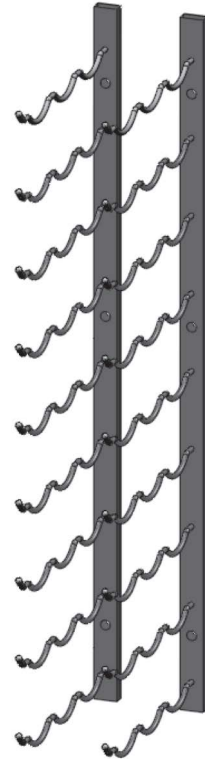
### STEP 1: Choose where the racks will be installed

Please allow 3-1/4" between the Left and Right rack supports. If multiple rack sets are being used side-by-side, allow at least 8" between rack sets. Please check your bottle height to verify that this will be acceptable to you. (See Diagram "A" below)

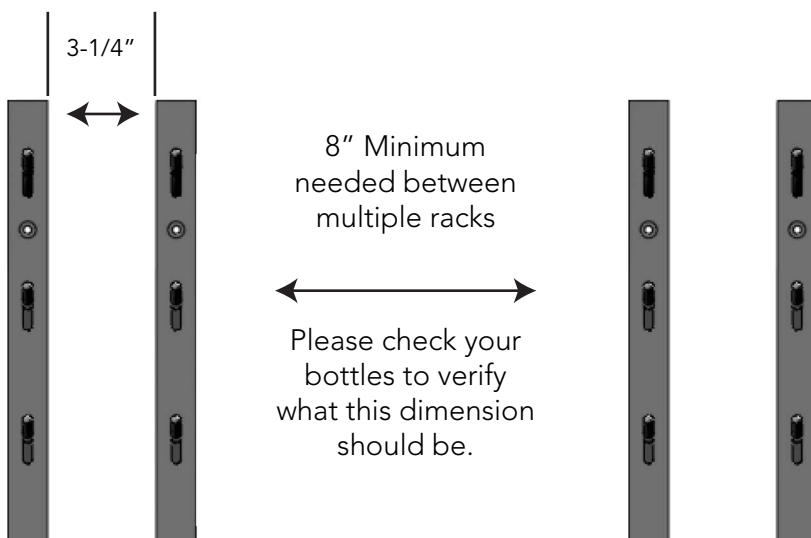
### STEP 2: Mounting the racks

Mounting is done by placing 3 screws in each of the three holes located on each rack support. If possible place over studs in the wall. If this is not possible, you will need to purchase wall anchors. (See Diagram "B" below)

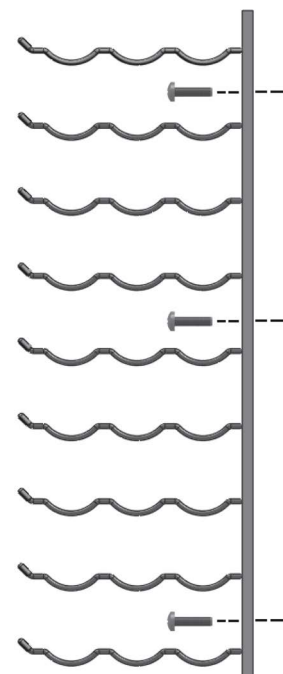
**Note:** When racks are full of bottles they will weigh approximately 100 lbs.



**Diagram A:** Mounting Dimensions



**Diagram B:** Installation



# 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/Delivery fees are the responsibility of the Purchaser whether freight prepaid or freight collect. Seller assumes responsibility for the goods sold to the Purchaser until the goods have reached Purchaser's delivery address (FOB Destination) and the delivery receipt is signed clear. Seller is not responsible for the carrier's late delivery, missed delivery, unpaved roads, remote locations, stairs, elevators, narrow door openings and other such issues in attempting to fit or deliver the goods into the Purchaser's location. Delivery to remote locations may require additional fees. Remote location may be defined at the discretion of the carrier as more or less than 50 miles from the nearest major city. Purchaser assumes all responsibility for additional costs related to freight such as access, measurement, installation, hookup, wiring, moving and storage of the goods, flight of stairs, carrier's inability to safely and/or adequately deliver, inability to use the building elevator to lift the goods, narrow openings, along with any additional costs to deliver or redeliver the product properly. Make sure to review access to the property and size of the product ordered. The transportation of all goods is subject to the terms and conditions which the carrier imposes on Purchaser. Installation is the responsibility of the Purchaser. If white glove delivery was ordered and cannot be performed properly, or access is hindered in any way, Purchaser agrees to accept delivery curbside (delivery service cannot be refunded). If Purchaser will-calls or pays for their own freight responsibility transfers to the Purchaser when the Purchaser or Purchasers freight company picks up the unit from Seller. Freight quoted are either curbside, threshold or white glove. Standard white glove delivery is main floor, easy access and NO STAIRS. Doors, aligned feet attached (if necessary) and removal of packaging, additional fees for additional requests. Each service has a different rate and will require additional fees. If freight is not charged (Free Shipping or Freight Included) and the order is cancelled after shipping, a freight charge of 25% of the cost of the unit, each direction will be charged. Item swap outs are arranged as curbside delivery and pickup unless noted otherwise. There is no white glove service for returns. Approved returns must have original and/or proper packaging. Swap-outs (Delivery and Pick up are at the same time) Original unit must be packed and ready for carrier pick up at time of delivery of new unit. Packaging of old unit must be adequate for shipping, not oversized or on a pallet if unit was not originally delivered on a pallet. Carrier will not drop off new unit if the original unit is not ready. If the carrier has to make a second attempt, customer will be subject to additional charges for the attempted delivery and for any packaging issues. Deliveries include ONE attempt by the shipping company to deliver the product to the consumer. If for any reason the customer is unavailable to accept the order and the product is undeliverable under any circumstances, the customer will be responsible for any extra shipping and handling charges. We are a manufacturer not a shipping company, deliveries are done by a 3rd party service. Email us at info@vinotemp.com for a quote or any additional information. Freight discussed is Continental USA (excluding Alaska, Puerto Rico, Hawaii), cost is additional please email info@vinotemp.com for a quote.

If you use a service repair company without approval or parts not supplied by Vinotemp and your unit under warranty fails to work, we will repair your item provided you ship your unit prepaid to and from our facility in Henderson. Vinotemp is not responsible for install or removal costs or unauthorized repairs. If the repair or unauthorized part damaged the unit, we will provide customer a cost to repair that damage.

**California Proposition 65 Warning:** The products sold on this ecommerce website and to the public may contain chemicals and other substances known to the State of California to cause cancer and birth defects and other reproductive harm.

Totes made of vinyl, imitation leather, and/or leather material contain lead and/or other substances that are known to the State of California to cause cancer, birth defects and other reproductive harm. Microfiber "Plastic microfiber" means a small synthetic particle that is fibrous in shape, less than 5 millimeters in length, and is released into water through the regular washing of textiles made from synthetic material. Composite wood: May contain formaldehyde. Galvanized metal and some of its constituents contain lead and/or other substances that are known to the State of California to cause cancer, birth defects and other reproductive harm. Products made of vinyl contain lead, Diethyl Hexyl Phthalate (DEHP), and/or other substances that are known to the State of California to cause cancer, birth defects and other reproductive harm. Acrylic may contain Acrylic Acid and/or other substances that are known to the State of California to cause cancer, birth defects, and other reproductive harm. Appliances may contain tin or lead in either the paint or the controllers, and/or other substances that are known to the State of California to cause cancer, birth defects, and other reproductive harm. Our barware items may contain plastic, acrylic, enamel, crystal, metal and/or other substances that are known to the State of California to cause cancer, birth defects, and other reproductive harm. Appliances may contain Tin, Lead or Nickel.

**Damage:** All damages must be noted at time of delivery. If a bill is signed that there is no damage, buyer accepts delivery as free and clear. Any claim for damages of the goods, when FOB Destination, that incurred during shipment by the carrier are insured and handled directly with the carrier by the Seller if noted on the receipt and notified within 48 hours of delivery. OPEN AND INSPECT YOUR DELIVERY. When FOB Destination, if the item is damaged by the freight company, and Purchaser cancels rather than accepts a replacement, the order can be cancelled by paying for freight costs both ways and a 35% restocking fee for stocked items. No cancellation or refunds on custom/made or made to order products. When shipped 3rd Party (FOB Warehouse), Purchaser assumes all responsibility for delivery, payment of freight and freight claims for damages during shipment. Manufacture defects will be handled directly with Seller, subject to the limited warranty below.

**Fees:** All sales are final. Unless authorized in writing by the Seller, Purchaser may not return the goods under any circumstance. If Seller agrees in writing to take back stocked goods, there will be a restocking/service fee that is 35% of the purchase price of the goods and freight both ways (product must be new, unused, and 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 cost of freight both ways plus and a service fee that is 35% of the purchase price of the goods. Built to Order and Custom products are nonreturnable, nonrefundable. Purchaser must notify Seller of nonconforming goods within 48 hours of receipt, after which time all goods are deemed accepted by the Purchaser. If an order has been placed and production has not started, cancellation of your order will be a 15% charge. If Purchaser tenders payment with a check that has insufficient funds (NSF), a collection fee plus NSF fee of \$50 will be added to the invoice, which Purchaser agrees to pay promptly. If Purchaser puts a stop 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. Title to the goods reverts back to the Seller in the case of nonpayment of goods or services. All fees and costs to retrieve the product, cost of freight, legal costs, collection fees and court fees, credit card fees and interest rate of 18% (annual rate) will be the responsibility of the Purchaser. In a credit card dispute, Purchaser assumes and must immediately pay any "credit card arbitration" fees and chargeback fees which the credit card companies charge at the time of the chargeback. Cancelled orders using a Credit Card will have an additional fee of 3% deducted from the refund. 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 only for a period of 1 (year) year; cabinetry and labor (uninstalled) for a period of 12 (twelve) Months (Model numbers "Vino" and "Custom". Metal cabinet units (appliances) (compressor) (made in China and Denmark)(Model numbers start with EL, VT, IL, or EP; parts and labor for cooling system and cabinetry for a period of 12 (twelve) months. Thermoelectric Units: 90 (ninety) days (including Wine and Beverage Coolers, Beer Dispensers, Humidor, Portofino Wood Cellars, and Refrigerators). (Models start with EL, VT, IL or EP). WineMate and Cellar Tec (WM, Wine Mate or CT)(Wine Cooling Units) Split and Ducted Systems and other installed cooling units are parts only for 1 year, no labor. Self Contained WineMate Cooling Systems are 1 year parts, 1 year labor. Removal and reinstallation of cooling units is not included. Wine Accessories, Racking Systems, Parts and Other miscellaneous items is a 30 day warranty. Il Romanzo units: Warranty 90 (ninety) days. Replacement part 12 (twelve) months from the date of sale. Brama: 1 year warranty from date of purchase. 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. Extended warranties via New Leaf may not be purchased on Non-New Units. Delivery is curbside. Upgrades in delivery will require an additional fee. Element Grills (via Element Products LLC), grills have a thirty day limited parts warranty on grill accessories. If a model is not listed here will have 90 day warranty on parts only if it's a new item.

**Parts and Repairs:** Warranty on in-house repairs: 90 days parts and labor for compressor; 30 days parts and labor for Thermoelectric; Customer is required to put down a labor deposit of \$75 for Thermoelectric units; \$150 for compressor based Wine Coolers and \$195 for WineMate units which will be kept if a unit is found to be in good working condition. Customer is responsible for freight costs to us. Warranty on parts purchased: 30 days; if part fails within 30 days of purchase, customer is to ship us back the part; upon inspection, if defective, VT will send replacement part at no charge.

If a purchaser claims a product is "defective" with regards to refrigeration, Purchaser must obtain a letter from a qualified refrigeration technician at the Purchaser's cost to verify that the unit was installed properly, with proper ventilation and the unit is truly malfunctioning due to a manufacturing defect.

Removal or reinstallation of a 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 prepaid to a 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. The returned unit must be packaged correctly, with enough protection to ensure the unit is not further damaged. Oversized or lack of packaging is not permitted and will be refused. Replacement or exchanged units will be returned to Purchaser through curbside delivery only. Any redelivery fees are the Purchaser's responsibility. 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. Make sure doors are aligned by reviewing the owner's manual. Improper repair or placement of the unit will void the warranty. Any third party repair facility must be preapproved in writing by Seller, before providing replacement parts under warranty. Change Orders: Custom units already in production that require a change will be subject to a change order fee.

**Storage Fees:** When having an item serviced by a Vinotemp service technician at the Vinotemp facility, Purchaser agrees to pick up their repaired item or make arrangements for return shipping within a 30 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 30 days but no longer than 60 days, the Purchaser will incur additional storage fees of 2%. After 60 days in storage, the item will become property of Vinotemp. For custom units with deposits: If product is not picked up or shipped within 60 days of completion, Purchaser deposit is forfeited and product becomes the property of Vinotemp. Warranty period is from the date of sale (not from shipping, delivery, nor installation). 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 monthly storage fee. After 60 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 nontransferable. 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 Nevada 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 Clark County. 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 nonpayment claims until debt is paid in full. Any dispute or claim relating in any way to these to the Terms and Conditions, the Website, or any products or services sold or distributed by or through this Website, store, or catalog will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to the Terms and Conditions. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. Both parties agree to bring suit in court to enjoin infringement or other misuse of intellectual property rights.

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. 03/18/21