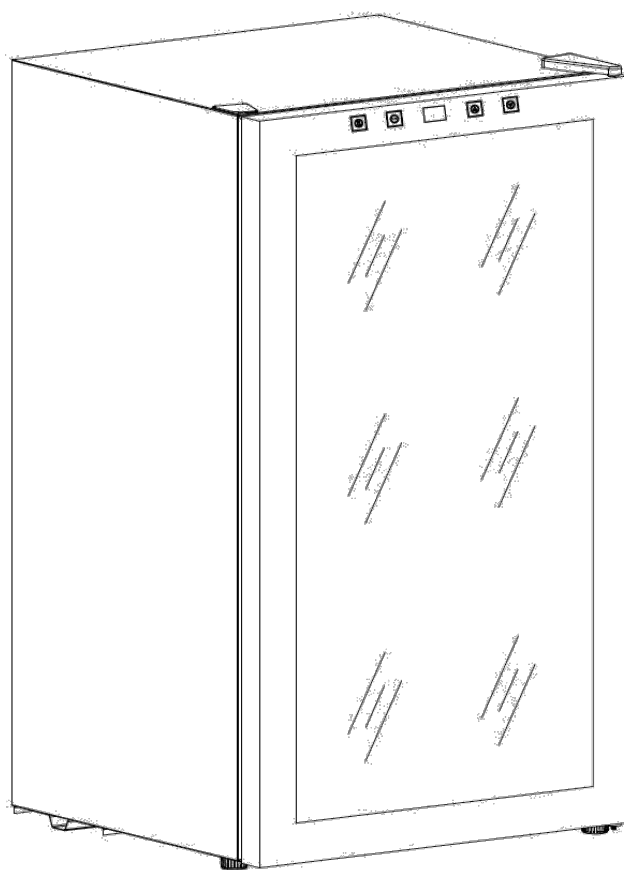




**element**  
by vinotemp

PROUD HERITAGE OF EXPERIENCE & QUALITY



# BEVERAGE COOLER

VT-BC34TS

OWNER'S MANUAL



**element**  
by vinotemp

WWW.VINOTEMP.COM

## General Operating Instructions

Remove all external and internal packaging from your beverage cooler. Be sure that all parts have been included before discarding any packaging materials. You may want to keep the box and packing materials for use at a later date.

Upon receipt and inspection of unit, the supply cord must be replaced if it is damaged. Contact our customer service at 1-800-777-8466 or [info@vinotemp.com](mailto:info@vinotemp.com).

- Let the unit rest UNPLUGGED for 24 hours once you have it placed in your home.
- Please fully read the instruction manual.
- Save these instructions.

**Please read and follow all safety rules  
and operating instructions before using.**

**To register your product, visit:  
<http://www.vinotemp.com/Warranty.aspx>  
Register your warranty within 10 days of receiving the unit.  
Please be sure to retain your proof of purchase.**



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# IMPORTANT SAFETY INSTRUCTIONS



**To reduce the risk of fire, electrical shock or injury when using your appliance, follow these basic precautions:**

- Use this appliance only as described in this manual. Other uses are not recommended and may cause fire, electric shock or injury.
- This product is intended for indoor, household use.
- To protect against electric shock, do not immerse unit, plug or cord in water or other liquids. Avoid locating the unit in moist areas.
- Never allow children to operate, play with, or crawl inside the unit.
- Unplug from the outlet when not in use, when moving from one location to another, or before cleaning.
- To disconnect the appliance, grip the plug and pull it from the wall outlet. Never pull by the cord.
- Do not operate the appliance in the presence of explosive and/or flammable fumes.
- Do not place the appliance or any of its parts near an open flame, cooking or other heating appliance.
- Do not operate the appliance with a damaged cord or plug. If the product malfunctions, or if it is dropped or damaged in any manner, do not use.
- The use of attachments is not recommended and may be hazardous.
- Do not operate if the housing is removed or damaged.
- A loose fit plug may cause overheating and a distortion of the plug. Contact a qualified electrician to replace loose or worn outlet.
- This appliance is designed for free standing use only (not meant for built-in installation).
- The beverage cooler is intended for use in a controlled ambient location such that the ambient temperature does not exceed 90°F.
- Locate the unit away from direct sunlight and sources of heat (stove, heater, radiator, etc.). Direct sunlight may affect/alter the outside color of the appliance.

**WARNING:** To reduce the risk of fire, electric shock or personal injury, unplug or disconnect the appliance from the power supply before servicing.

**WARNING:** Risk of child entrapment. Before you throw away your old beverage cooler, take off the door and leave the shelves in place so that children may not easily climb inside.



# ELECTRICAL CONNECTION



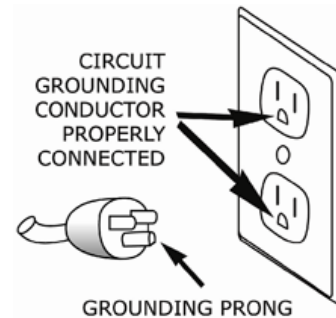
**Improper use of the grounded plug can result in the risk of electrical shock. If the power cord is damaged, frayed or shows cracks or abrasions across its length, have it replaced at an authorized service center.**

For your protection, this unit is equipped with a 3-conductor cord set that has a molded 3-prong grounding-type plug, and should be used in combination with a properly connected grounding-type outlet.

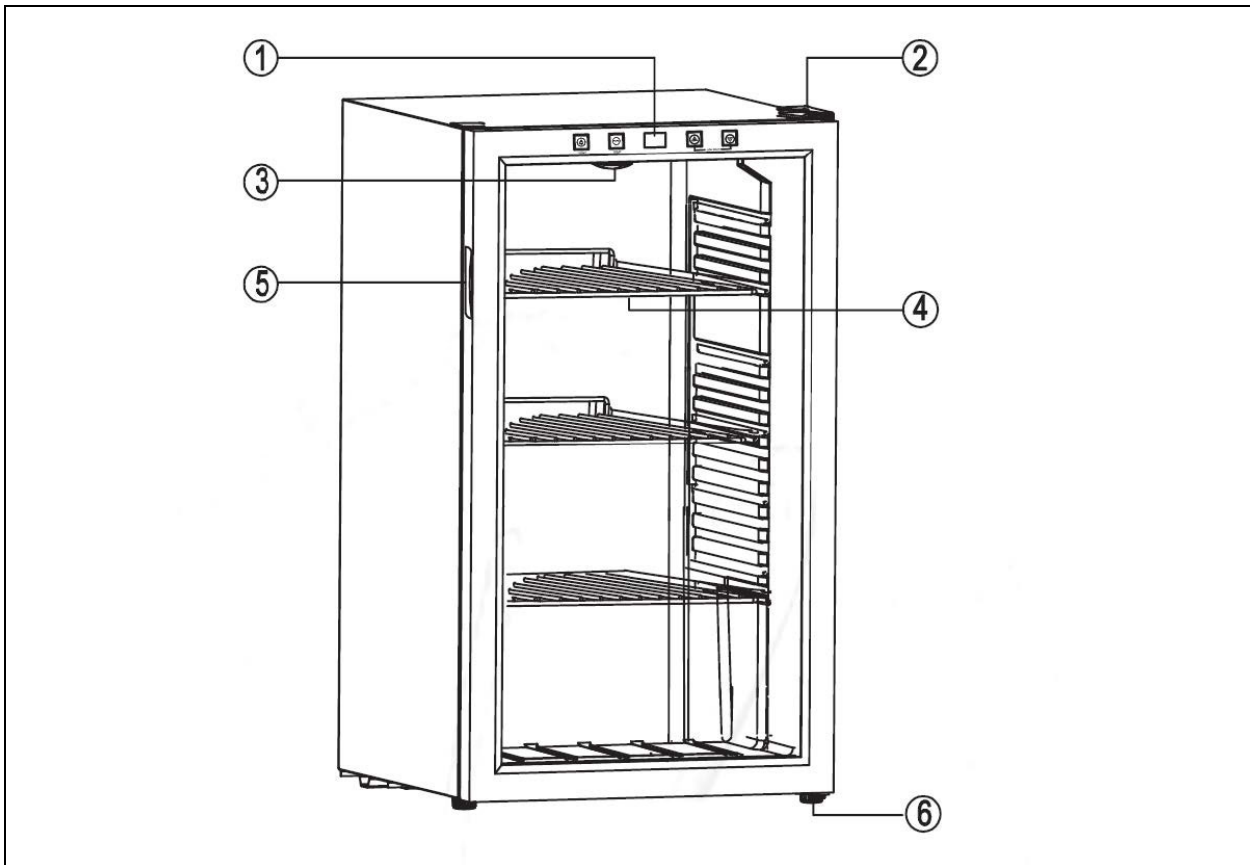
- Do not under any circumstances cut or remove the third ground prong from the power cord supplied. For personal safety, this appliance must be properly grounded.
- The cord should be secured behind the unit and not left exposed or dangling to prevent accidental injury.
- A standard electrical supply (120V AC only, 60Hz), properly grounded in accordance with the National Electrical Code and local codes and ordinances, is required.
- Never unplug the unit by pulling the power cord. To disconnect the appliance, always grip the plug firmly and pull straight out from the wall outlet. When moving the unit, be careful not to damage the power cord.
- The unit should always be plugged into its own individual electrical outlet with a voltage rating that matches the rating label on the unit.

## Extension Cord

**CAUTION:** It is strongly recommended that you do not use an adapter or an extension cord with this unit.



## PARTS AND SPECIFICATIONS



1. Control Panel
2. Hinge Cover
3. Light
4. Standard Shelf
5. Recessed Handle
6. Foot

<b>Type</b>	1 Temp.
<b>Item Number</b>	VT-BC34 TS
<b>Dimension (HxWxD)</b>	32 3/4"×19"×18 1/2"
<b>Weight</b>	59 Lbs
<b>Power Consumption</b>	0.0858 kW.h/24h
<b>Cooling System</b>	R134a
<b>Ambient Temp. Range</b>	60-90°F
<b>Temperature Range</b>	39-43°F
<b>Rated Voltage</b>	120V
<b>Rated Frequency</b>	60Hz
<b>Input Power</b>	85W

\*Note: This beverage cooler is designed to store up to 80 12 oz cans. Storing large and/or oddly shaped cans or bottles will decrease the capacity of your beverage cooler.

# BEVERAGE COOLER INSTALLATION

- Remove the exterior and interior packaging before use.
- Check to be sure you have all of the parts and 1 owner's manual.
- Place your beverage cooler on a flat, dry surface that is strong enough to support the unit when fully loaded.
- This unit is designed for free standing installation only.
- Do not place heavy objects on top of the unit.
- Unit is not designed for installation in a garage, basement, or any other location where a controlled ambient environment between 60° and 90°F cannot be maintained.
- Do not place the unit in direct sunlight or near sources of heat. Extreme hot and cold ambient temperatures may cause the unit not to perform properly or increase electrical consumption.
- Do not place the unit next to a major appliance that emits large amounts of heat, such as a dishwasher, microwave, oven, etc.
- Do not plug unit into the same outlet as a refrigerator or microwave.
- Before connecting the appliance to the power source, let it stand upright for approximately 24 hours. This will reduce the possibility of a malfunction in the cooling system from handling during transportation.
- Clean the interior surface with lukewarm water using a soft cloth before first use.

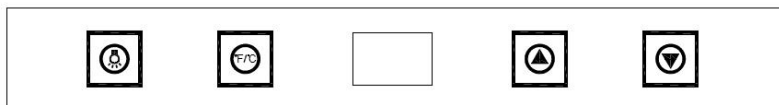
## OPERATING INSTRUCTIONS

1. Gently place/slide the racks into the beverage cooler.
2. Determine the best temperature setting to use.
3. Place beverage containers inside the cooler.
4. Plug the power cord into a standard grounded electrical outlet.
5. Limit the frequency of opening the door to conserve energy and maintain proper storage temperature.
6. You can turn the interior light on and off by touching the button labeled with a light on the control panel.

**Important:** When using the beverage cooler for the first time, allow at least 24 hours for the internal temperature to adjust properly. Make sure there are at least 3 to 5 beverage containers in the unit.

## TEMPERATURE CONTROL

Your beverage cooler has a touch screen control panel located on the upper part of the glass door.



### Setting the temperature:

You can manually adjust the temperature. Simply press the down arrow button on the control panel to decrease the temperature and the up arrow button to increase the temperature by 1 degree increments inside the beverage cooler. The temperature range for this unit is from 39°F (4°C) to 43°F (6°C).

To switch the temperature display from showing Celsius and Fahrenheit, press the C/F button.

## Noted: Control Panel Lock

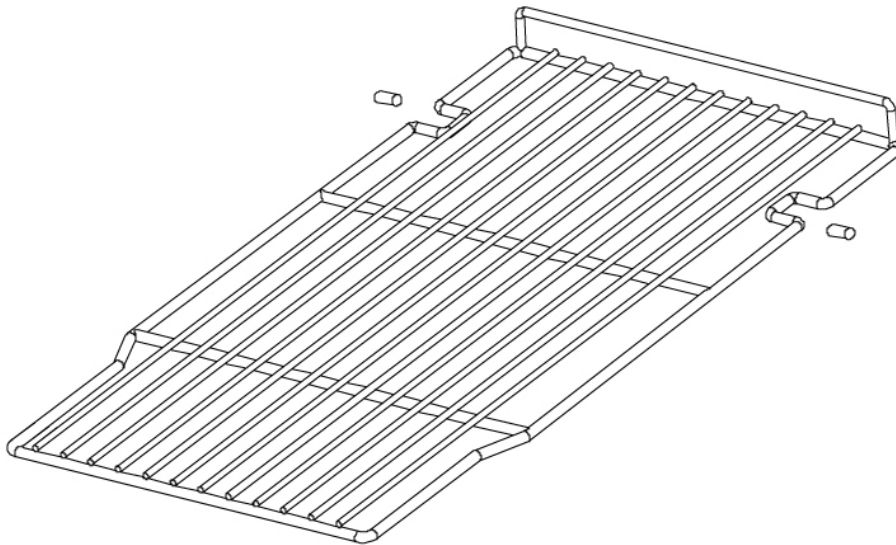
1. Your beverage cooler is equipped with an AUTOMATIC control panel lock function. This function will prevent any unwanted changes to your temperature or power settings.
2. The lock function will activate automatically 12 seconds after the last time a button is pushed on the control panel will beep and blink that indicates the control panel is active and the settings can be changed.

**Important:** In order to operate efficiently, this product should be in an environment with an ambient temperature of less than 90°F.

## INSTALLING AND REMOVING SHELVES

To prevent damaging the door gasket, make sure to have the door completely opened when pulling the shelves out of the rail compartment.

- For easy access to the storage content, you must pull the shelf conservatively out of the rail compartment; however this unit was designed with a plastic post on each side of the shelf track to prevent bottles from falling.
- When removing the shelf out of the inner rail, make sure to remove all items first. Then move the shelf to the position where the notch of the shelf is exactly under the plastic post and lift the shelf. In order to replace the shelf, repeat these directions in reverse.





## **CLEANING AND CARE**

- Always unplug the beverage cooler before cleaning.
- Do not use benzene, scrubbing brushes or chemical cleaners as these will damage the unit.
- Use only a mild, nonabrasive cleanser to clean the exterior of the cabinet.
- Clean the stainless steel door and handle by wiping with a warm water and baking soda solution. The solution should be about 2 tablespoons of baking soda to a quart of water.
- Wash the racks with a mild detergent solution.
- Always dry all parts with a clean dry cloth before plugging the beverage cooler back into the receptacle.

## **MOVING YOUR BEVERAGE COOLER**

- Always unplug the beverage cooler before moving.
- Always remove all beverage cans before moving the beverage cooler.
- Securely tape down all loose items (shelves) inside your appliance.
- Tape the door shut.
- Be careful of cabinet legs to avoid damage when moving.
- Be sure the beverage cooler stays in the upright position during transportation
- Protect the outside of appliance with a blanket or similar item when moving as needed.

## TROUBLESHOOTING

You can solve many common beverage cooler problems easily, saving you the cost of a possible service call. Try the suggestions below to see if you can solve the problem before contacting Vinotemp at [info@vinotemp.com](mailto:info@vinotemp.com).

SYMPTOM	POSSIBLE CAUSE
Door will not close properly.	<ul style="list-style-type: none"> <li>• The beverage cooler is not level.</li> <li>• The shelves are out of position.</li> <li>• The door was reversed and not properly installed.</li> <li>• The door gasket is dirty.</li> <li>• A beverage container in the cellar is not the correct size.</li> </ul>
Unit does not operate—does not have power	<ul style="list-style-type: none"> <li>• Check that unit is plugged into the wall socket.</li> <li>• Make sure the wall socket has power. If outlet is controlled by a wall switch, make sure switch is set to on. Test wall socket functionality by testing another electrical appliance in the power socket.</li> </ul>
Power is ON but the unit will not cool.	<ul style="list-style-type: none"> <li>• Make sure there are at least 3 to 5 beverage containers in the unit. When using the unit for the first time, it can take up to 24 hours to reach the desired temperature.</li> <li>• If the room temperature is at the high end of the ambient temperature range, it may have more difficulty achieving a low internal temperature.</li> <li>• To achieve accurate temperature control, the unit should not be used or operated in any of the following locations:               <ul style="list-style-type: none"> <li>○ In a sunny place, a room with poor air circulation such as a garage or near another heat-producing appliance such as a dishwasher, oven or refrigerator.</li> <li>○ With an outlet shared with a refrigerator, as the refrigerator will drain power from the beverage cooler.</li> </ul> </li> <li>• Make sure the cooler has proper clearances at side and rear and is located in a well-ventilated area.</li> <li>• Door is not closed tightly or is being opened too frequently.</li> </ul>
Fan is always running.	<ul style="list-style-type: none"> <li>• This is simply a function of the cooling system. The lower the setting, the more the fan will run. If the room is very warm, the cooler will run more.</li> <li>• The unit has been designed to run continuously when operating at the lower temperatures.</li> </ul>
Vibrations	<ul style="list-style-type: none"> <li>• Check to make sure the beverage cooler is level.</li> </ul>
Frost appears in cabinet (on back).	<ul style="list-style-type: none"> <li>• Either too much humidity or too low of temperature inside cabinet. Unplug cooler and allow to manually defrost. Reconnect when ice has melted. If problem persists, contact for service instructions.</li> </ul>
Inside light flashes.	<ul style="list-style-type: none"> <li>• In some instances, this is normal. The light may flash when the automatic defrost function starts to work.</li> <li>• Set temperature is higher than the interior temperature. Adjust temperature to resolve.</li> </ul>



# Terms of Sale and Warranty

## Cancellation or Fees Terms:

Shipping/Delivery fees are the responsibility of the Purchaser. Seller is not responsible for the carrier's missed/Non delivery for any reason. Delivery is curbside. Optional upgrades in delivery service is an additional fee. If upgraded delivery service cannot be performed properly, Purchaser agrees to accept delivery curbside and the difference in upgraded cost will not be refunded. If item with free shipping/freight is canceled in transit, a charge of 25% of the price of the unit/s plus freight costs both ways will be charged. All damages must be noted at time of delivery on BOL and Seller to be notified within 48 hours of delivery of such damage. Purchaser acknowledges if cancellation is authorized by Seller, a 35% restocking fee and freight both ways will be charged. No cancellation or refund on made-to-order products. If an order has been placed and production has not started, cancellation fee of 15% of total amount will be charged. Cancelled orders paid by Credit Card will have an additional fee of 3% deducted from the total refund. Once your order has shipped, the shipping address cannot be changed. Refurbished units are 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.

**Defective Return and Exchanges:** Prior diagnosis and troubleshooting by Vinotemp Technical Service Team is required for a defective product exchange to occur, should all other repair remedies fail. All defective return exchanges require a Return Authorization Number (RA) assigned by Vinotemp. Any unauthorized defective return to Vinotemp will be rejected at the time of attempted delivery. Return freight costs for defective product is covered by Vinotemp within the first 90 days from date of sale. For defective Return Authorizations issued after the 90th day from date of sale, the purchaser assumes responsibility for any related freight costs within the product warranty term. Purchaser responsible for any/all boxes, packaging materials, etc., to ensure return product is packaged correctly and fit for transit. Vinotemp is not liable for damages resulting from improper packaging or shipper mishandling. Vinotemp is authorized to reject any authorized defective returned product that arrives damaged.

(Box here for check mark) Accept Terms & 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](mailto: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](mailto:info@vinotemp.com) for a quote.

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 Purchasers 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.

#### **SPECIFIC WARRANTY BELOW for SCRATCH & DENT/OPEN BOX/ REFURBISHED/FLOOR MODELS/ CLOSEOUTS, OVERSTOCK: TERMS AND CONDITIONS OF SALE**

Vinotemp (and its brands Element, Wine Mate, Cellar Tec, Apex Wine Racks, Epicureanist II Romanzo, Brama("Seller") and the person of the entity that acquires these goods from Seller ("Purchaser") hereby fully agree to the following terms and conditions of the sale:

1. Freight: Vinotemp is not a freight, moving or installation company, if Freight is arranged for the Buyer, the 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 moving carrier, or for events caused by any difficulty carrier incurs in attempting to fit the goods into the Purchaser's place of business or residence due to the size of the goods or otherwise, such as the disassembly and reassembly of the goods. Purchaser assumes all responsibility for delivery, payment of freight, extra fees, access, measurement, installation, hook-up, moving and storage of the goods. The transportation of all goods is subject to the terms and conditions which the moving 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 to an upper floor. 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.
2. All sales are final, and unless authorized in writing by the Seller, Purchaser is not entitled to return goods, under any circumstances. If Purchaser refuses to accept goods, the Purchaser is liable for the return and cost of freight both directions

and a restocking/service fee that is 35% of the purchase price of the goods. Purchaser must notify Seller of non-conforming goods within four days of delivery, after which time all goods are deemed accepted.

3. 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 connection or litigation of such a claim, including without limitation extra damages, court costs, collection fees and attorney's 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. If the credit card dispute goes to arbitration, Buyer agrees to pay for credit card arbitration fees.

4. LIMITED WARRANTY on Non-New Units (Scratch & Dent/Refurbished and 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. Wine Accessories, Racking Systems and other items not mentioned are not warranted. There is no warranty on parts purchased separately. Removal and re-installation of unit is not included in warranted labor. Purchaser's exclusive remedy is limited, at Seller's option; to repair or replace defective part[s] with either new or factory 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. 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 placement of the unit will void the warranty. By Vinotemp in writing, any 3rd party repair facility must be pre-approved before providing parts free of charge.

5. Freight: If As-Is unit is shipped including freight and delivery is denied, customer is responsible for freight to and from buyer. Other costs Buyer is responsible for is storage, repackaging, and attempted delivery fees.

6. Vinotemp 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 good. This limited warranty applies only inside the Continental US. (Alaska, Puerto Rico and Hawaii are not warranted.)

7. Purchaser understands and acknowledges that the goods sold here are wine coolers, appliances, cigar humidors, and/or other similar units which may house wine or cigars or other consumables. 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 perils that might occur.

8. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, SELLER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; WARRANTY AND LIABILITY ARE NON-TRANSFERABLE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. SELLER DISCLAIMS ANY INDEMNIFICATION FOR CLAIMS OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OF PROTECTABLE NATURE.

9. 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 thirty days of the occurrence giving rise to the claim and wait an additional thirty days for a response before initiating any legal action. Any legal proceeding arising out of or relating to these terms and conditions or to the goods sold generally shall be brought solely in Clark County. The prevailing party in any such proceeding is entitled to its attorney's fees and costs. In no event may Purchaser initiate any legal proceeding more than six months after the occurrence of the event giving rise to the dispute.

**10. Delivery is curbside. Upgrades in delivery will require an additional fee.**

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. 03/18/2021

## **SERVICE & IMPORTANT NOTICE**

Upon receipt and inspection of unit, the supply cord must be replaced if it is damaged. Contact our customer service at 1-800-777-8466 or [info@vinotemp.com](mailto:info@vinotemp.com).

The manufacturer has a policy of continuous improvement on its products and reserves the right to change materials and specifications without notice.

### **WARNING:**

**Please do not place the unit within reach of children.  
For adult use only.**

Contact **[info@vinotemp.com](mailto:info@vinotemp.com)** with any questions or visit:  
**[www.vinotemp.com](http://www.vinotemp.com)**



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