WINE GUARDIAN

Ducted and Humidifier Warranty

GENERAL

Wine Guardian warrants, to the original buyer, its goods and all parts thereof to be free from defects in material and workmanship for a period of two (2) years from the date of invoicing assuming **NORMAL USE AND SERVICE.**

LIABILITY

Wine Guardian liability shall be limited to the repair or replacement (at its option) of any part, which, at our sole discretion, is determined to be defective. The purchaser shall pay all transportation costs. Additionally, if a malfunction occurs within the first year from the date of invoice, **Wine Guardian** will reimburse the reasonable cost of labor required for the repair or replacement provided authorization is obtained from one of our authorized representatives prior to incurring any labor charges.

LIMITATIONS OF LIABILITY

THESE WARRANTIES ARE MADE IN LIEU OFF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY, INCLUDING LIABILITY FOR ANY INCIDENTAL OR CONSQUENTIAL DAMAGES. **Wine Guardian** will not be responsible for any costs or liabilities whatsoever resulting from improper installation or service of its equipment. In the event that **Wine Guardian** or its distributors are found liable for damage based on any defect or nonconformity in the products, their total liability for each defective product shall not exceed the purchase price of such defective products. No person or representative is authorized to change these warranties or assume any other obligations or liabilities for **Wine Guardian** in connection with the sale of its systems.

INDEMNIFICATION

Purchaser agrees to indemnify, hold harmless and defend seller and its officers, directors, agents and employees from and against any and all claims, liabilities, costs and expenses arising out of or related to Purchaser's use of the goods, or in any way involving injury to person or property or accident occasioned by the goods sold by **Wine Guardian** to Purchaser.

FOREIGN GOVERNMENT AND INDIAN NATIONS

If Purchaser is a foreign government or an Indian nation, Purchaser hereby expressly waives its defense of sovereign immunity in the event of a dispute between Purchaser and **Wine Guardian** regarding this invoice and Purchaser expressly acquiesces to the jurisdiction of the federal and state courts of the United States.

SEVERABILITY

If one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

ADDITONAL REQUIREMENTS

If a defect covered by the Warranty occurs, contact Wine Guardian for authorization to proceed with corrective action. Do not return any parts or incur any charges for which you expect to be reimbursed under this Warranty without receiving this authorization. If parts are replaced under this Warranty, the defective parts must be returned prepaid within 30 days. This warranty shall be null and void in its entirety if the Serial Number on the air conditioner or compressor is altered, removed or defaced.

Wine Guardian

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