

**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](http://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 and up to an additional (1) year grace period upon approved startup checklist, WhisperKOOL will, at its option and discretion, reimburse up to \$400 to the End User for cost incurred for 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 and up to an additional (1) year grace period upon approved startup checklist, WhisperKOOL will supply, via a deposit, new or rebuilt replacement parts in exchange for defective parts. Replacement parts are warranted only for the remainder of the original warranty period.
  - 3. UNIT** - WhisperKOOL will replace the Product with an authorized factory replacement under the terms of our Replacement Agreement via a deposit. The Replacement Agreement outlines the terms, procedures, and additional considerations should the End User request a replacement for a cooling unit that is found to fall under warranty. For more information on our Replacement Agreement, visit [www.whisperkool.com/warranty-information](http://www.whisperkool.com/warranty-information).

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
- Lack of maintenance
- Improper installation of 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.



