



Warranty

All products are thoroughly inspected and tested before leaving the factory, and are guaranteed against defects in material and workmanship to the extent expressly provided in this Paragraph. If it is proven to Bacchus's satisfaction that any part of any such product was defective when shipped from the factory, and such part is returned to Bacchus factory in Vandalia, Ohio within twelve months of date of shipment thereof, transportation prepaid, Bacchus shall either furnish a replacement part or repair such part (whichever Bacchus may elect) free of charge and shall return such replacement part or repaired part to Purchaser, transportation prepaid. The foregoing shall not apply and Bacchus shall have no obligation under this Paragraph with respect to any part or product which Bacchus determines was subject to abuse, misuse, or improper installation or application.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, BACCHUS CELLAR SYSTEMS MAKES NO GUARANTEE OR WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCTS SOLD HEREUNDER OR ANY PART OF ANY SUCH PRODUCT, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, and Bacchus shall have no other liability whatsoever with respect to such products or parts including (without limitation) any liability for indirect, consequential or resultant damages whether based upon breach of warranty, negligence or any other ground, it being understood that replacement or repair of defective parts as herein provided shall be Purchaser's sole and exclusive remedy.

Changes and Improvements

Changes and improvements may be made at any time in Bacchus products, but Bacchus Cellar Systems shall be under no obligation to incorporate same in, or substitute the same for any products previously sold to any customer.

Merchandise Returned for Credit

No merchandise will be accepted for credit unless authority of the factory has been first obtained. Only merchandise of current design, in their original individual cartons will be considered for return and if returned, a handling charge of 12% of the original net purchase price, plus transportation, will be made. No provision is made for the return of merchandise of special nature, and orders for special merchandise are not subject to cancellation.