

LIMITED WARRANTY

The NuWave Medley® XL

THE MANUFACTURER WARRANTIES

The Medley®, including the Base, Lid, and Digital Temperature Control are to be free from manufacturer defects. All electrical components are warranted for 1 year from the date of purchase, under normal household use, and when operated in accordance with the Manufacturer's written instructions. The Manufacturer will provide the necessary parts and labor to repair any part of the Medley® at NuWave LLC Service Department. After the expiration of the warranty, the cost of the labor and parts will be the responsibility of the owner.

THE WARRANTY DOES NOT COVER

The Limited Warranty is voided if repairs are made by an unauthorized dealer or the serial number data plate is removed or defaced. Normal deterioration of finish due to use or exposure is not covered by this Warranty. This Limited Warranty does not cover failure, damages or inadequate performance due to accident, acts of God (such as lightning), fluctuations in electric power, alterations, abuse, misuse, misapplications, corrosive-type atmospheres, improper installation, failure to operate in accordance with the Manufacturer's written instructions, abnormal use or commercial use. NuWave LLC reserves the right to void the Limited Warranty, where allowable by law, for products purchased from an unauthorized dealer.

TO OBTAIN SERVICE

The owner shall have the obligation and responsibility to: pay for all services and parts not covered by the warranty; prepay the freight to and from Service Department for any part or system returned under this warranty; and carefully package the product using adequate padding material to prevent damage in transit. The original container is ideal for this purpose. Include in the package the owner's name, address, daytime telephone number, a detailed description of the problem, and your **"RGA number."** (Call 1-877-689-2838) or email **help@nuwavenow.com** to obtain the **RGA number (Return Goods Authorization number)**. Provide the cooking system model & serial number and proof of date of purchase (a copy of the receipt) when making claims under this warranty.

MANUFACTURER'S OBLIGATION

The Manufacturer's obligation under this Limited Warranty is limited, to the extent allowable by law, to repairing or replacing any part covered by this Limited Warranty which upon examination is found to be defective under normal use. The Limited Warranty is applicable only within the continental United States and only to the original purchaser of the manufacturer's authorized channels of distribution. THE LIMITED WARRANTY MAY NOT BE ALTERED, VARIED OR EXTENDED EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE MANUFACTURER. THE REMEDY OF REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS EXCLUSIVE. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON, WHETHER OR NOT OCCASIONED BY NEGLIGENCE OF THE MANUFACTURER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, COSTS OF SUBSTITUTION, PROPERTY DAMAGE, OR OTHER MONEY LOSS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation exclusions may not apply. This Limited Warranty gives specific legal rights, and there may also be other rights which vary from state to state. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ABOVE, THE MANUFACTURER MAKES NO WARRANTIES EXPRESSED OR IMPLIED ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO ANY OTHER PERSON. READ YOUR OWNER'S MANUAL. IF YOU STILL HAVE ANY QUESTIONS ABOUT OPERATION OR WARRANTY OF THE PRODUCT, PLEASE CONTACT NUWAVE LLC.

DISPUTE RESOLUTION PROCEDURE. For disputes relating to use of the website or use or purchase of a NuWave product or service (collectively "Disputes"), you agree to first contact NuWave LLC at (877) 689-2838 (phone), (847) 367-5486 (facsimile), or legal@nuwavenow.com (email). If we cannot resolve your dispute informally, any and all disputes shall be submitted to final and binding arbitration. You may start the arbitration process by submitting in writing a demand to the American Arbitration Association ("AAA") and sending a copy to NuWave. NuWave will pay all filing costs. A single arbitrator of the AAA will conduct the arbitration in a location convenient to you or by phone. The arbitrator's award will be binding and may be entered as a judgment in a court of competent

jurisdiction. The arbitration will be conducted in accordance with the provisions of AAA's Commercial Arbitration Rules and Mediation Procedures in effect at the time of submission of your demand for arbitration. See https://www.adr.org/sites/default/files/CommercialRules_Web.pdf. Except as may be required by law as determined by an arbitrator, no party or arbitrator may disclose the existence, content, or results of any arbitration hereunder without prior written consent of both parties.

A. **WAIVER OF RIGHT TO SUE.** By agreeing to arbitration you understand that, to the maximum extent permitted by law, you are agreeing to waive your right to file suit in any court, to a court hearing, judge trial, and jury trial.

B. **CLASS ACTION WAIVER.** To the maximum extent permitted by law you expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to, bringing or joining any claims in any class action or class-wide arbitration.

C. **OPT OUT PROCEDURE.** To opt out of arbitration you must contact NuWave. To request to opt out of arbitration contact us at legal@nuwavenow.com (email), NuWave LLC, 560 Bunker Ct., Vernon Hills, IL 60061, U.S.A., (847) 367-5486 (fax), or (877) 689-2838 or (224) 206-3019 (phone). You will have thirty (30) days from the date of product delivery to opt out of arbitration with respect to any dispute arising out of or relating to use or purchase of any NuWave product. If more than 30 days have passed you are not eligible to opt out of arbitration and will have waived your right to sue or participate in a class action with respect to the dispute arising out of your purchase or use of a NuWave product. For any dispute arising out of your use of NuWave's website, you have thirty (30) days from the date you provided information to the website to opt out of arbitration. If more than 30 days have passed you are not eligible to opt out of arbitration and you will have waived your right to sue and participate in a class action with respect to the dispute arising out of your use of NuWave's website.

D. SOME MATTERS ARE NOT SUBJECT TO ARBITRATION.

Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the state and federal courts of Illinois: (i) any dispute, controversy, or claim relating to or contesting the validity of our intellectual property rights and proprietary rights, including without limitation, patents, trademarks, service marks, copyrights, or trade secrets; (ii) an action by a party for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief; or (iii) interactions with governmental and regulatory authorities. You expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to, bringing or joining any claims in any class action or any class-wide arbitration.

READ YOUR OWNER'S MANUAL

If you still have any questions about operation or warranty of the product, please contact **NuWave LLC at: 1-877-689-2838 Mon-Fri 7:30am to 7:00pm and Saturdays from 9:00am to 5:00pm or email help@nuwavenow.com.**