

LIMITED WARRANTY

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. 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: by emailing help@nuwavenow.com.

WARNING

This product can expose you to chemicals including lead, which is known to the State of California to cause cancer, and Bisphenol A (BPA) and lead, which are known to the State of California to cause birth defects or other reproductive harm.

For more information go to: www.P65Warnings.ca.gov.

ADVERTENCIA

Este producto puede exponerle a químicos, incluidos el plomo, el cual es conocido en el Estado de California por causar cáncer y Bisfenol A (BPA) y plomo, los cuales son conocidos en el Estado de California por causar defectos de nacimiento u otros daños reproductivos.

Para mayor información, visite: www.P65Warnings.ca.gov.