

# nuwave® BRIO PLUS® 8QT



Master Your Brio Plus



Scan the code to find recipes,  
how-to videos and more!

**Owner's Manual**  
**Model: 37401-37405**



\*All-natural ceramic coating is applied to the cooking surface making it non-stick, ensuring a cooking surface that is free from per- and polyfluoroalkyl substances (PFAS).

## Questions or Concerns?

**Customer Service:** [support@nuwavenow.com](mailto:support@nuwavenow.com)

1-888-502-7805

Mon-Fri 7:30am-4:30pm CST

# THANK YOU!

Congratulations on your Nuwave® purchase. We know there are many options available and sincerely appreciate the trust you have placed in us.

For the last 30 years, we have committed to introducing products that promote healthy living at affordable prices. By combining the highest quality designs with cutting edge technology, we have always strived to blend feature, function, and innovation into every product we make. We hope you will agree.



## Register Today!

Use your smartphone or device to **scan the QR code** located on the back of your unit to register your product, or **visit [Nuwaren.com/register](https://www.nuwaren.com/register)**.

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**Electrical Information**

A short power-supply cord (or detachable power-supply cord) is provided to reduce the risk of becoming entangled in or tripping over a longer cord. Longer detachable power-supply cords or extension cords are available and may be used if care is exercised in their use. If a longer detachable power-supply cord or extension cord is used:

1. The marked electrical rating of the extension cord should be at least as great as the electrical rating of the appliance.
2. The longer cord should be arranged so that it will not drape over the countertop or tabletop where it could be pulled on or tripped over.
3. The appliance has a polarized plug (one blade is wider than the other). To reduce the risk of electric shock, this plug is intended to fit into a polarized outlet only one way. If the plug does not fit fully into the outlet, reverse the plug. If it still does not fit, contact a qualified electrician. Do not attempt to modify the plug in any way. If the appliance is of the grounded type, the cord set or extension cord should be a grounding-type 3-wire cord.

# IMPORTANT SAFEGUARDS

HOUSEHOLD USE ONLY • READ ALL INSTRUCTIONS BEFORE USE

**ALWAYS KEEP THIS MANUAL HANDY FOR FUTURE REFERENCE.**

When using electrical appliances, basic safety precautions should always be followed to reduce the risk of fire, electric shock, and/or injury to persons including the following:

1. Read all directions
2. **NEVER** immerse the cord, plug, or the Brio in water or other liquids.
3. **NEVER** operate any appliance with a damaged cord or plug, or after the appliance malfunctions, or has been damaged in any manner.
4. Close supervision is necessary when any appliance is used by or near children.
5. **NEVER** let cord hang over edge of table or counter, or touch hot surfaces.
6. **ALWAYS** unplug from outlet when not in use and before cleaning. Allow to cool before putting on or taking off parts.
7. **DO NOT** use appliance for other than intended use.
8. **ALWAYS** use great caution when operating the Brio or any appliance. Use the handles or knobs to avoid touching hot surfaces.
9. **NEVER** use accessories that are not intended for, or are not approved to be used with, the Brio as doing so may damage the Brio and may lead to accidents.
10. **NEVER USE OUTDOORS. FOR HOUSEHOLD USE ONLY.** Note: This appliance is not intended to be used in the staff kitchens of shops, offices, farms, or other work environments; nor is it intended to be used by guests in hotels, motels, bed and breakfasts, and any other non-residential environments.
11. **NEVER** place or use the Brio on or near hot gas or electric burners, in a heated oven, close to flammable materials, space heaters or in any wet environment.
12. Save these instructions.
13. Extreme caution must be used when moving an appliance containing hot oil or other hot liquids.
14. **ALWAYS** attach plug to appliance first, then plug cord into the wall outlet. To disconnect, turn any control to "off". then remove plug from wall outlet.

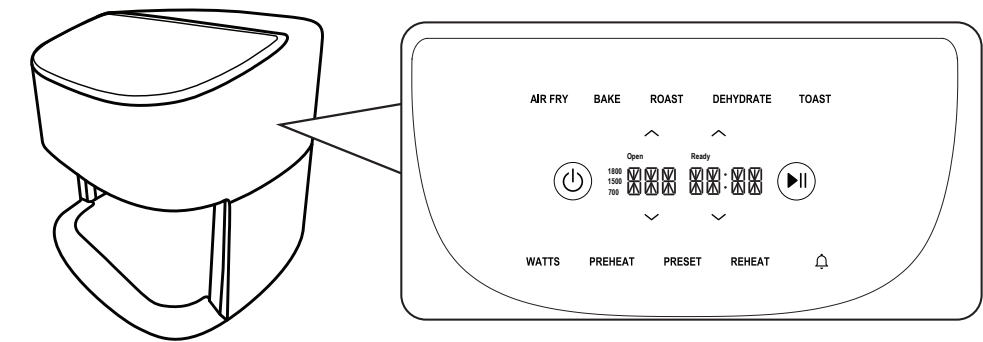
## ADDITIONAL SAFEGUARDS

1. **ALWAYS** set up the Brio on a horizontal, even, and stable surface.
2. **ALWAYS** use extreme caution when moving the Brio. **NEVER** move or handle the unit while it is running or before it has cooled.
3. **ALWAYS** turn the Brio off before unplugging the unit from the wall outlet.
4. **ALWAYS** keep hands and face away from the steam and hot air released from the air outlet vent during normal operation and from the Base Tray when opening the unit to remove or adjust the food.

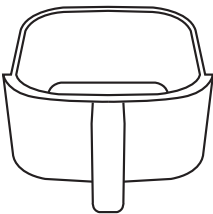
5. **ALWAYS** unplug the Brio and contact Nuwave Customer Service\* if an excess amount of smoke escapes the unit during operation. Note: A small amount of smoke is normal when using the Brio for the first time.
6. **NEVER** put the Brio against the wall or other appliances or allow anything to block the air vents. **ALWAYS** keep at least 3 inches of free space around the Brio.
7. **NEVER** place anything on top of the Brio.
8. **ALWAYS** ensure that the Brio is clean prior to use.
9. **NEVER** operate the Brio with an external timer or separate remote-control system.
10. **ALWAYS** allow the Brio to cool before cleaning the unit or attaching or removing parts and accessories.
11. **NEVER** disassemble the Brio or replace any parts without the prior written consent of the manufacturer. Note: If any trouble arises during operation, any service **MUST** be done by Nuwave LLC.
12. **NEVER** use metal utensils with the coated Base Tray, and Air Circulation Riser as doing so can damage the surface.
13. Please refer to the Cleaning & Maintenance section for regular maintenance of the appliance.
14. To eliminate a choking hazard for young children, remove and discard the protective cover fitted on the power plug of this appliance.
15. **NEVER** use in moving vehicles or boats. **NEVER** use outdoors. Misuse may cause injury.
16. The Air Circulation Riser will become extremely hot during the cooking process. Avoid physical contact while removing the Air Circulation Riser and place on a heat-resistant surface after removing.
17. **NEVER** touch the Air Circulation Riser during or immediately after cooking.
18. **NEVER** line the Base Tray or wrap the Air Circulation Riser with aluminum foil.
19. Allow the Base Tray and Air Circulation Riser to cool before immersing in water.
20. Remove any burnt remnants during cleaning and before each use when cooking in batches.
21. **NEVER** pour oil into the Base Tray, as this may create a fire hazard.
22. **NEVER** touch the insides of the appliance while it is operating.
23. The amount of ingredients used should comply with directions listed in the Quick Start Guide.

**NOTICE:** THE FAILURE TO FOLLOW ANY OF THE IMPORTANT SAFEGUARDS, ADDITIONAL SAFEGUARDS, OR THE INSTRUCTIONS FOR SAFE USE IS A MISUSE OF YOUR BRIO THAT CAN VOID YOUR WARRANTY AND CREATE THE RISK OF SERIOUS INJURY.

# PARTS & ACCESSORIES



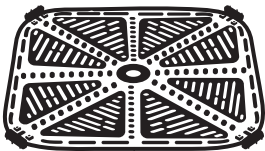
**Power Base**



**Base Tray**



**Rubber Feet**



**Air Circulation Riser**



**Silicone Tabs**

| Color<br>(Model Number ) | Black<br>(37401) | Gray<br>(37402) | Cozy Blue<br>(37403) | Cream<br>(37404) | Deep Blue<br>(37405) |
|--------------------------|------------------|-----------------|----------------------|------------------|----------------------|
| Powerbase                | BYA1             | BYA2            | BYA3                 | BYA4             | BYA5                 |
| Base Tray                | BYA6             | BYA7            | BYA8                 | BYA9             | BYA10                |
| Air Circulation Riser    | BYA11            |                 |                      |                  |                      |
| Silicone Tabs            | BYP1             |                 |                      |                  |                      |
| Rubber Feet<br>(4 feet)  | BYP2             |                 |                      |                  |                      |

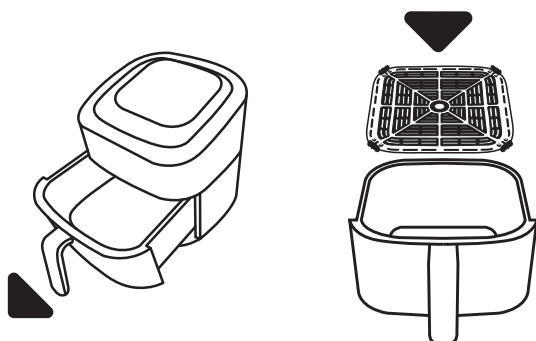
To order replaceable parts visit [NuwaveNow.com](https://nuwavenow.com).

# ASSEMBLY GUIDE

## Assembling the Brio

### Removing the Base Tray & Air Circulation Riser

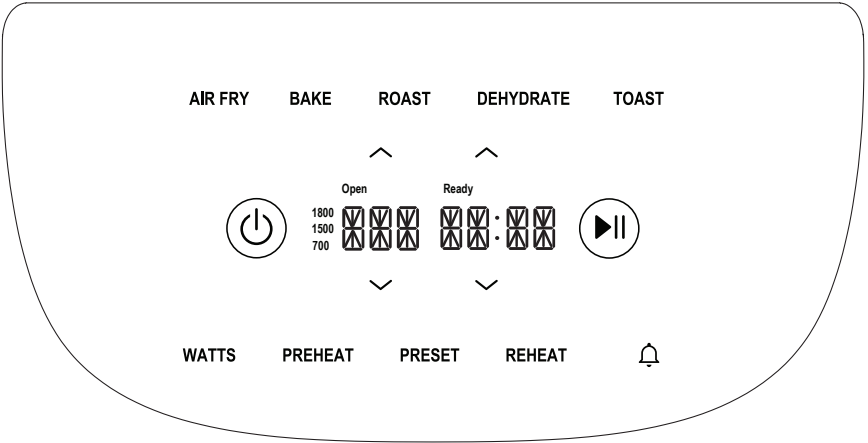
1. Using the handle, pull the Base Tray straight out from the Power Base and remove the Air Circulation Riser by poking a hole in the center of the paper and lifting.
2. Remove any paper or plastic inside the Power Base or Base Tray.
3. Remove the paper wrapped around the Air Circulation Riser, then slide it back into the Base Tray, ensuring it fits snugly inside.



### After Use:

- **NEVER** use the Brio without the Base Tray or Air Circulation Riser.
- **NEVER** touch the inside of the Base Tray or Air Circulation Riser immediately after cooking.
- **NEVER** use utensils to remove the Air Circulation Riser, they may scratch the coating.
- When removing food from the Base Tray use a silicone utensil or partially tip the Base Tray and carefully shake the food onto the serving dish.

# OPERATING INSTRUCTIONS



**NOTE:** For best results, use the recommended amount of ingredients as listed in the Quick Start Guide. May need to cook in batches for optimal results.

## On/Off

Turns the Brio On or Off and cancels all functions. The default is 350°F for 15 minutes.

## Start/Pause

Press to start, pause, or resume coking. When cooking, the time (:) will flash and when paused the time (:) will not flash.

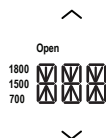
### Note

- When the Brio is turned on, press  and cooking will begin at the default temperature and time.
- Cooking can be paused anytime during preheat and cooking.
- Opening the Base Tray will pause cooking, “Open” will be in the display

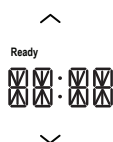


## Up and Down Arrows

Press to adjust cooking temperature, time, or select a preset\*.



To change Temperature Press the up or down arrow on the left to increase or decrease temperature in 5-degree increments between 50°F and 400°F. Hold the arrows down to adjust in larger increments.



To change the TIME press the up or down arrow on the right to increase or decrease time in 1-minute increments up to 99 hours and 59 minutes. Hold the arrows down to adjust in larger increments.

\*Please refer to Preset for instructions.

## How to change the default cooking temperature or time

1. Turn the Brio on.
2. Set your desired temperature and/or time.
3. Press and hold the .
4. The Brio will beep twice indicating the default has been changed.

### Note:

- The new default settings will remain when the Brio is turned off or unplugged.

**Preheat:** Heats the Brio to the set temperature before the timer starts. Must press preheat before starting to cook.

1. Turn the Brio on and press PREHEAT.
2. Adjust settings to desired cooking temperature and time.
3. Press  to begin the cooking cycle.
4. PREHEAT and set temperature will flash, indicating the Brio is preheating.
5. When preheated, the Brio will beep twice, “Ready” will display to indicate the set temperature has been reached. A 10 second countdown will begin to place the food into the Brio.
6. Open the Base Tray, this will pause the cooking, “Open” will display along with 2 beeps.
7. Close the Base Tray, cooking will begin, when finished the Brio will beep 3 times and display “END”.

### Note

- If the food is not placed in the Brio, the unit will beep 1 time then begin the cooking cycle.

## Auto Preheat

The Brio can be set to automatically preheat prior to cooking.

1. Press and hold PREHEAT.
2. The Brio will beep twice, indicating the auto preheat has been turned on.
3. Repeat to disable automatic preheat.

### Note

- Auto Preheat will remain enabled even when the Brio is turned off or unplugged.



## Notification

The  notification will inform you when it is time to shake the basket or flip your food halfway through cooking. The  notification will flash when selected or if it is included in a preset. It must be selected before the cooking cycle begins.

## Adding notification to your own recipe or user preset

1. Before beginning your cooking cycle, select the  notification.
1. The  notification will flash indicating it has been selected and will notify you when it is time to shake, flip, or turn your food along with 3 triple beeps.
2. The flashing  notification will display for approximately 8 seconds.
3. When the cooking cycle is finished, the Brio will beep 3 times and display “END”.

### Note

- If no action is taken when the  notification happens, the flashing  will display for approximately 8 seconds.
- A preset that has the notification cannot be deleted.
- Once the cooking cycle has started,  notification cannot be added or deleted.
- When added to a preset or a user preset, will only display the word :FLIP”.

## Preset

There are 100 named preprogrammed presets and are set to automatically preheat. These are listed in the Quick Start Guide and Recipe Book. There are 50 user presets.

## Using the 100 Presets

1. Press PRESET once, “1” and the preset name will scroll on the display.
2. Use the Up/Down arrows on the left to select the preset number for the recipe you want to make.

3. Once selection is made, press the Up/Down arrows on the right once to display the temperature and time and adjust if desired.
4. Press  to begin the cooking cycle.
5. When finished the Brio will display “END” and beep 3 times.

### **Making your own Presets 101-150:**

1. Press PRESET twice, 101 will appear in the display.
2. Use the Up/Down on the left to select custom preset (101-150).
3. Once selection is made, press the Up/Down arrows on the right one time, to display the temperature and time and adjust to your desired settings.
4. Preheat and notification can also be added to the preset.
5. Press and hold PRESET to save your custom settings. The Brio will beep twice and show the preset number and SAVE on the display.
6. Press  to begin cooking.

### **Making Preset from adjusted 100 Presets** User preset are 101-150.

1. Press PRESET once, “1” and the preset name will scroll on the display.
2. Use the Up/Down arrows on the left to select the preset number for the recipe you want to adjust.
3. Once selection is made, press the Up/Down arrows on the right once to display the temperature and time and adjust to your desired settings.
4. Press PRESET twice, “101” will appear on the display.
5. Use the Up/Down arrows on the left to select the user preset you wish to save the adjusted recipe under (101-150).
6. When the preset number is selected, press and hold PRESET. The Brio will beep twice and SAVE will appear on the display.
7. Press  to begin cooking.

### **Note**

- Presets can be saved before, during, and after cooking.
- Wattage can be adjusted for any preset.
- User presets can be overridden.
- Custom presets cannot be named.
- Presets will always cook at the locked wattage.

## Watts

For your convenience the Brio has 3 different wattages to suit your needs (1800W, 1500W, 700W). This allows the Brio to be used in places like dorms, RVs, or older homes that don't support 1800W.

1. Change the wattage by pressing WATTS to your selection.

### To Lock in the Wattage

1. Select the wattage to be locked in.
2. Press and hold Watts until 2 beeps are heard, indicating the selected wattage has been locked in.
3. Repeat to unlock.

### Note

Locked wattage will reset when the Brio is unplugged.

## Cooking Functions

The cooking functions below are frequently used cooking features. All functions have a default temperature and time. Each has a set temperature range, that cannot go below or above that set range.

1. Make your selection.
2. Adjust the temperature and time if desired.
3. Add preheat and notification to flip or shake, if desired.
4. Press Start and the cooking cycle will begin.
5. When the cooking cycle has finished the Brio will beep 3 times and display "END".

**REHEAT:** the default is 350°F for 10 minutes. Range: 300°F~400°F.

**AIR FRY:** the default is 350°F for 15 minutes. Range: 250°F~400°F.

**BAKE:** the default is 325°F for 25 minutes. Range: 250°F~400°F.

**ROAST:** the default is 350°F for 30 minutes. Range: 250°F~400°F.

**DEHYDRATE:** the default is 100°F for 2 hours. Range: 90°F~200°F.

**TOAST:** the default is 400°F for 5 minutes. Range: 350°F~400°F.

**Mute-** To mute the Brio, press and hold Bake until you hear 2 beeps. Repeat to unmute.

**Lock-** To lock the settings press AIR FRY + BAKE simultaneously. Lock will appear in the display. When locked all buttons are disabled except the power button and AIR FRY + BAKE. Repeat to unlock the Brio.

**The maximum selectable cooking time differs depending on the selected cooking temperature.**

|             |                                 |
|-------------|---------------------------------|
| 50F – 275F  | 99:59 (99 hours and 59 minutes) |
| 280F - 350F | 24:00 (24 hours)                |
| 355F - 400F | 1:00 (1 hour)                   |

**WARNING**

Do not place the unit on or near a hot gas burner, electric burner, or in a heated oven or on a stovetop.

**NOTICE**

It is perfectly normal for your new unit to produce a heated plastic smell when used for the first time. This will go away after the first few uses.

# CLEANING & MAINTENANCE

## Cleaning

Clean the Brio after every use or in between batches. The Base Tray and Air Circulation Riser have a non-stick coating. Do not use metal utensils or harsh abrasives when cleaning as these can damage the coating.

1. Unplug the appliance and make sure it cools completely.
2. Use a damp cloth to wipe the outside of the appliance.
3. Clean the Base Tray and inside components with a nonabrasive sponge, hot water, and mild detergent.
4. To clean the display panel spray window cleaner on a clean cloth, Then wipe display panel.

**Note:** Remove the Base Tray and place it on a heat-resistant surface to help cool the appliance faster. If using the dishwasher for the Base Tray, and Air Circulation Riser use the top rack only.

**Tip:** If there is residual food on the Base Tray, and Air Circulation Riser, add some hot water and let them soak separately for about 10 minutes. Then, use a soft cleaning brush to remove any lingering food.

## Storage

1. Unplug the Brio and let it cool down completely.
2. Make sure that all parts are clean and dry.

**IMPORTANT - Do not immerse the Brio in water or attempt to clean the appliance in the dishwasher.**



## Cleaning Silicone Tabs

The Circulation Riser comes with 4 Silicone Tabs.

1. Let the Circulation Riser cool completely.
2. Grasp the Circulation Riser by the central handle and pull it straight up to remove it from the Base Tray.
3. Carefully pull the Silicone Tabs up to slide them off the metal tabs, then pull each of them out.

## Replacing the Silicone Tabs

1. Insert the locking mechanism into the tab hole.
2. Slide the Silicone Tab over the metal tab.
3. Pull the locking mechanism until securely locked in place.

**Note:** Wash the Air Circulation Riser and Silicone Tabs with warm, soapy water and sponge. The Circulation Riser can be washed in a dishwasher, top rack only. **DO NOT** wash the Silicone Tabs in the dishwasher.

# TROUBLESHOOTING GUIDE

## **The Brio is not turning on or working.**

1. The Brio is not plugged in.
2. You did not press the Power button.
3. The Base Tray is not properly in the Brio.

Insert the plug into an appropriate grounded power socket. Press the Power button. Place the Base Tray into the Brio.

## **The ingredients fried in the Base Tray are not completely cooked.**

1. Too many ingredients were used.
2. The cooking temperature is too low.
3. The cooking time is too short.

Remove some ingredients from the Base Tray; smaller batches air-fry more evenly. Cook at a higher temperature. Set the Brio to air-fry for a longer time.

## **The food is fried unevenly.**

1. Certain types of ingredients need to be shaken or flipped halfway through the cooking process.

## **Fried snacks are not crispy when they come out of the Brio.**

1. You used a type of snack meant to be prepared in a traditional deep fryer.

Use snacks designed to be baked in a traditional oven, or lightly brush some oil onto the snacks before placing them into Brio for crispier results.

## **Cannot properly slide the Base Tray into the appliance.**

1. The Base Tray is overfilled.

Do not fill the Base Tray more than 4/5 full. Push the Base Tray into the Brio until you hear a click.

## **White smoke is coming out of the Brio.**

1. You are frying greasy food.
2. The Base Tray and Rack contains greasy residue from previous uses.

When preparing greasy ingredients in the air fryer, substantial amounts of oil can smoke and infiltrate Base Tray. The oil will produce white smoke and the Base Tray might become hotter than usual. This will not affect the final cooking result. White smoke is caused by grease heating up in the Base Tray. Make sure you clean the Base Tray and Riser properly after each use.

# TROUBLESHOOTING GUIDE

| <b>French fries are fried unevenly in the Brio.</b>                                                                                                                                                                                                                                                                                                          |                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <div>1. You did not soak the potato sticks properly before air-frying them.</div> <div>2. You did not use the right potato type, or they were not fresh.</div> <div>Soak the potato sticks in a bowl of water for at least 30 minutes, remove them, and dry them with paper towels. Use fresh potatoes and make sure they stay firm during air-frying.</div> |                                                                  |
| <b>French fries are not crispy when they come out of the Brio.</b>                                                                                                                                                                                                                                                                                           |                                                                  |
| <div>1. The crispiness of the fries depends on the amount of oil and water in the fries.</div> <div>Make sure you dry the potato sticks properly before adding oil. Cut the potato sticks smaller and dry them for a crispier result. Put slightly more oil on the potatoes before placing them in the Brio for crispier results.</div>                      |                                                                  |
| Error Message:                                                                                                                                                                                                                                                                                                                                               | Solution(s):                                                     |
| Er1                                                                                                                                                                                                                                                                                                                                                          | The Brio has over-heated. Turn off and allow to cool completely. |
| Err1                                                                                                                                                                                                                                                                                                                                                         | The Brio has short circuited.                                    |
| Err2                                                                                                                                                                                                                                                                                                                                                         | The Brio circuit has broken.                                     |

If you still have any questions about operation or warranty of the product, please contact Nuwave LLC at [support@Nuwavenow.com](mailto:support@Nuwavenow.com)

# LIMITED WARRANTY

## THE MANUFACTURER WARRANTIES

Nuwave, LLC warrants the Brio Plus 8Q will be free from manufacturer defects for 1 year from the date of purchase, under normal household use, and when operated in accordance with the Manufacturer's written instructions. The Limited Warranty covers the Original Purchaser only. The Manufacturer will provide the necessary parts and labor to repair the product at the Nuwave LLC Service Department. After the expiration of the warranty, the cost of the parts and labor 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, commercial or rental uses, or resold units. 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 RGA (Return Goods authorization number). To obtain the RGA number, email us at: [support@Nuwavenow.com](mailto:support@Nuwavenow.com)  
Provide the product, 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,**

# LIMITED WARRANTY

**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 [legal@Nuwavenow.com](mailto:legal@Nuwavenow.com). 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](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, a judge trial, or a 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 request to opt out of arbitration you must contact Nuwave LLC at [legal@Nuwavenow.com](mailto:legal@Nuwavenow.com), 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.

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# nuwave®

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Rev.1

**For patent information please go to:**

[www.Nuwavenow.com/legal/patent](http://www.Nuwavenow.com/legal/patent)

**Designed & Developed in USA**

Nuwave LLC

560 E. Bunker Ct.

Vernon Hills, IL 60061, U.S.A.

Made in China

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BM37401

Rev.1-V3-JL

07-29-24