What is the warranty provision?

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Something unexpectedly go wrong? Let's talk warranty.

At Anova Culinary we're dedicated to putting customer experience and satisfaction above all. We do extensive testing to try and life-proof our products, but we've learned that anything can happen out there in the real world – so if you're having any issues we've provided the following to help you through resolving any issues that might be at hand.

Anova Precision[®] Cooker Two (2) Year Warranty Provision

The following Warranty provisions shall apply to products sold by Anova ("Seller") to the entity shown as buyer ("Buyer") on Seller's invoice.

- 1. Initial Warranty. Seller warrants to the Buyer that the products manufactured by the seller are free from defects in material and workmanship for a period not to exceed two (2) year, from the date the product is received by Buyer from the Seller (the "initial warranty").
- 2. Purchasing Anova products from an unauthorized reseller will null and void the warranty. For a list of authorized sellers, click <u>here</u> (<u>https://support.anovaculinary.com/hc/en-us/articles/204140210-Where-can-I-buy-Anova-Products-)</u>
- 3. Exclusions: The Initial Warranty does not include damage to the product resulting from accident, misuse, the use of a plug converter or transformer, improper installation or operation, unauthorized or improper repair, replacement or alteration (including but not limited to repairs, replacements, or alterations made or performed by persons other than Seller's employees or authorized representatives), failure to provide proper maintenance, unreasonable use or abuse of the product, or failure to follow written instructions or operating instructions. Water damage and use of deionized water is not covered on warranty. Buyer must return the product's record of purchase to the seller or one of Seller's authorized representatives within 730 days of the date the product is received by Buyer from Seller in order to make a claim under the Initial Warranty.
- 4. Governing Law. The Warranty Provisions and all questions relating to their validity, interpretation, performance, and enforcement shall be construed in accordance with, and shall be governed by, the substantive laws of the State of Texas.
- 5. Shipping. Seller will arrange and pay for shipping and handling charges for the unit to be returned to the Seller. Seller will arrange and pay for shipping and handling for the return of the unit to the Buyer.
- 6. Commercial Usage. This system is not covered under warranty if used in commercial environments.*

* Excludes Anova Precision® Cooker Pro (https://anovaculinary.com/anova-precision-cooker-pro/).

Anova Precision[®] Vacuum Sealer 5 Year Limited Warranty

Anova ("Seller") warrants that for a period of five (5) years from the date of purchase, this product will be free from defects in material and workmanship. Seller, at its option, will repair or replace this product or any component of the product found to be defective during the warranty period. Replacement will be made with a new or remanufactured product or component. If the product is no longer available, replacement may be made with a similar product of equal or greater value. This is your exclusive warranty. Do NOT attempt to repair or adjust any electrical or mechanical functions on this product. Doing so will void this warranty. This warranty is valid for the original retail purchaser from the date of initial retail purchase and is not transferable. Purchasing Anova products from an unauthorized reseller will null and void the warranty. For a list of authorized sellers, <u>click here (https://support.anovaculinary.com/hc/en-us/articles/204140210-Where-can-l-buy-Anova-Products-)</u>.

Exclusions

This warranty does not cover the following:

1. Normal wear of parts.

- 2. Products with original serial numbers that have been removed, altered or cannot be readily determined.
- 3. Product that has been transferred from its original owner to another party.
- 4. Products purchased "as-is" are not covered by this warranty.
- 5. Food loss due to any product failures.
- 6. Products used in a commercial setting.
- 7. Service calls that do not involve malfunction or defects in materials or workmanship, or for appliances not in ordinary household use or used other than in accordance with the provided instructions.
- 8. Damages caused by: services performed by anyone other than Seller or an authorized Seller service center; use of parts other than genuine Anova parts or parts obtained from persons other than authorized service companies; or external causes such as abuse, negligent use, misuse, use contrary to operating instructions, inadequate power supply, accidents, fires, or acts of God, such as fire, flood, hurricanes, and tornadoes.

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CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN FIVE YEARS. ANOVA SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND INCIDENTAL EXPENSES RESULTING FROM ANY BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. SOME STATES, PROVINCES, AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WRITTEN WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

If You Need Service:

Keep the original sales receipt. Proof of purchase is required to obtain warranty performance. If service is performed, it is in your best interest to obtain and keep all receipts. Service under this warranty must be obtained by contacting Anova at the addresses or phone numbers below.

Seller will arrange and pay for shipping and handling charges for the unit to be returned to the Seller. Seller will arrange and pay for shipping and handling for the return of the unit to the Buyer.

This warranty only applies to the USA and Canada. In the USA and Canada, your appliance is warranted by Anova. Anova authorizes no person to change or add to any obligations under this warranty. Obligations for service and parts under this warranty must be performed by Anova or an authorized service company. Product features or specifications as described or illustrated are subject to change without notice.

Anova Precision[®] Cooker Container 2-Year Warranty Provision

Anova ("Seller") warrants that for a period of two (2) years from the date of purchase, this product will be free from defects in material and workmanship. Seller, at its option, will repair or replace this product or any component of the product found to be defective during the warranty period. Replacement will be made with a new or remanufactured product or component. If the product is no longer available, replacement may be made with a similar product of equal or greater value. This is your exclusive warranty. Do NOT attempt to repair or adjust any electrical or mechanical functions on this product. Doing so will void this warranty. This warranty is valid for the original retail purchaser from the date of initial retail purchase and is not transferable. Purchasing Anova products from an unauthorized reseller will null and void the warranty. For a list of authorized sellers, <u>click here (https://support.anovaculinary.com/hc/en-us/articles/204140210-Where-can-l-buy-Anova-Products-)</u>.

Exclusions

This warranty does not cover the following:

- 1. Normal wear of parts.
- 2. Product that has been transferred from its original owner to another party.
- 3. Products purchased "as-is" are not covered by this warranty.
- 4. Food loss due to any product failures.
- 5. Products used in a commercial setting.
- 6. Damages caused by: services performed by anyone other than Seller or an authorized Seller service center; use of parts other than genuine Anova parts or parts obtained from persons other than authorized service companies; or external causes such as abuse, negligent use,

misuse, use contrary to operating instructions, inadequate power supply, accidents, fires, or acts of God, such as fire, flood, hurricanes, and tornadoes.

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CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN TWO YEARS. ANOVA SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND INCIDENTAL EXPENSES RESULTING FROM ANY BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. SOME STATES, PROVINCES, AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WRITTEN WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

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Anova Culinary, Inc. 667 Howard Street San Francisco, CA 94105 P: 855.421.8282 support@anovaculinary.com Monday - Friday | 9:00am - 5:00 pm ET. You can also find answers on our <u>Help Desk (https://support.anovaculinary.com/hc/en-us)</u> and <u>Community site</u> (https://community.anovaculinary.com/).

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