



## Read and Save These Instructions

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# INSTALLATION & MAINTENANCE INSTRUCTIONS

## CENTRIFUGAL INLINE BELT DRIVE EXHAUST FAN

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### RECEIVING AND INSPECTION

Immediately upon receipt of a shipment, carefully inspect for damage and shortage. Turn the impeller by hand to see that it turns freely and does not bind. If any damage and/or shortage is detected or suspected, the carrier must be asked to conduct an inspection. The consignee's representative should not accept a shipment without a notation on the delivery receipt indicating items not delivered or the apparent extent of damage.

When a shipment is opened and damage is found which was not evident externally (concealed damage), it is mandatory that the consignee request an immediate inspection by the carrier. Report any damage to the carrier within 15 days. Failure to report damage within the above time limit will result in rejection of a claim.

### HANDLING

**CAUTION!** This fan has rotating parts and safety precautions must be exercised during its handling, installation, operation, and maintenance.

When handling fans and their accessories, always use equipment and methods that will not cause damage. Fans should be lifted using slings and padding or spreaders to avoid damage.

Make sure that all lifting and handling equipment and techniques conform to current safety standards.

Avoid lifting fans in a way that will bend or distort fan parts. Never pass slings or timbers through the orifices of fan.

Fans with special coatings or paints must be protected in handling to prevent damage.

**Fans should NOT be lifted by the shaft, housing, motor, belt guard or any accessories.**

### STORAGE

Fans are protected against damage during shipment. If they cannot be installed and put into operation immediately upon receipt certain precautions are necessary to prevent deterioration during storage. Responsibility for integrity of fans and accessories during storage must be assumed by the user. The manufacturer will not be responsible for damage during storage. These suggestions are provided solely as a convenience to the user, who shall make his own decision as to whether to use any or all of them.

**INDOOR:** The ideal storage environment for fans and accessories is indoors, above grade, in a low humidity atmosphere which is sealed to prevent the entry of blowing dust, rain, or snow. Temperatures should be evenly maintained at between 70°F and 105°F (wide temperature swings may cause condensation and "sweating" of metal parts). Windows should be covered to prevent temperature variations caused by sunlight. Provide thermometers and humidity indicators at several points and maintain the atmosphere at 40% relative humidity or lower.

It may be necessary to use trays of renewable desiccant or a portable dehumidifier to remove moisture from the air in the storage enclosure.

Thermostatically controlled portable heaters (vented to the outdoors) may be required to maintain even temperatures inside the enclosure.

**CAUTION!** Provide fire extinguishers, or fire alarms, or emergency response communication to protect building and equipment against fire damage. Be sure that building and storage practices meet all local, state, and federal fire and safety codes.

The following fans or accessories must be stored indoors, in a clean dry atmosphere:

- a. Propeller wall fans not in wall housings.
- b. Any fan that is protected by a cardboard carton.
- c. Motors dismantled from fans.
- d. Spare wheels or propellers.
- e. Belts, sheaves, bushings, and other parts when not mounted on fan.
- f. Boxes, bags, or cartons of hardware.
- g. Curbs
- h. Dampers

Remove any accumulations of dirt, water, ice, or snow and wipe dry before moving to indoor storage. Allow cold parts to reach room temperature to avoid "sweating" of metal parts. Open boxes or cartons. Remove any accumulated moisture, if necessary, use portable electric heaters to dry parts and packages. Leave coverings loose to permit air circulation and to permit periodic inspection.

Rotate wheels or propellers by hand to distribute bearing grease over the entire bearing surfaces.

Store at least 3 ½" off the floor on wooden blocks covered with moisture-proof paper or polyethylene sheathing. Provide aisles between parts and along all walls to permit air circulation and space for inspection.

**OUTDOOR:** Fans designed for outdoor use may be stored outdoors if absolutely necessary. The storage area should be reasonably level and drained or ditched to prevent accumulation of water. Fencing and lighting for security are desirable. Roads or aisles for portable cranes and hauling equipment are needed. Consider the use of drift fencing to minimize the accumulation of blowing snow or dirt.

The following fans may be stored outdoors if dry indoor storage space is not available:

- a. Fans intended for outdoor use that are crated in wood.
- b. Wall fans installed in wall housings.

All fans must be supported on wooden blocks or timbers above water or normal snow levels. Provide enough blocking to prevent settling into soft ground. Fans should be set in place using the directional arrow markings on the crate as a guide.

Locate pieces far enough apart to permit air circulation, sunlight, and space for periodic inspection. Place all parts on their supports so that rainwater will run off, or to minimize water accumulation. Do not cover parts with plastic film or tarps - these cause condensation of moisture from the air passing through heating and cooling cycles.

Fan wheels and propellers should be blocked to prevent spinning caused by strong winds.

## INSPECTION AND MAINTENANCE DURING STORAGE

Inspect fans and accessories at least once each month while in storage. Log results of inspection and maintenance performed. A typical log entry should include the following:

- a. Date
- b. Inspector's Name
- c. Name of Fan
- d. Location
- e. Condition of Paint or Coating
- f. Is moisture present?
- g. Is dirt accumulated?
- h. Corrective steps taken?

If moisture or dirt accumulations are found on parts, the source should be located and eliminated. Fans should be rotated at each inspection by hand ten to fifteen revolutions to redistribute the motor and bearing lubricant.

If paint deterioration begins, consideration should be given to touch-up or repainting. Fans with special coatings may require special techniques for touch-up or repair.

Machined parts coated with rust preventive should be restored to good condition promptly if signs of rust occur. The most critical items are pulleys, shafts and bearing locking collars. At the first sign of rusting on any of the above parts, remove the original rust preventive coating with petroleum solvent and clean lint-free cloths. Polish any remaining rust from surfaces with crocus cloth or fine emery paper and oil. Do not destroy the continuity of the surfaces. Wipe clean with lint-free cloths and recoat surfaces evenly and thoroughly with Tectly 506 (Ashland Oil Company) or equal. For hard to reach internal surfaces or for occasional use, consider using Tectly 511M Rust Preventive or WD-40 or equal.

## REMOVING FROM STORAGE

As fans are removed from storage to be installed in their final location, they should be protected and maintained in similar fashion, until the fan equipment goes into operation.

## INSTALLATION

1. These fans can be operated only if the exhausted air and the surrounding environment are always free of flammable gases, vapors, or liquids, combustible dusts or ignitable fibers or filings. **The fans cannot be used in hazardous environments where the fan's electrical system could ignite combustible or flammable materials.** The installation of the product must comply with all local and national safety codes including the National Electrical Code (NEC) and the National Fire Protection Act (NFPA).

2. **WARNING!** If gases, other than clean air, are to be exhausted using the fan, then the user bears the responsibility of determining that the fan is appropriate and safe for the application.
3. Remove fan from package and inspect within 15 days after receipt. If damaged, report damage to carrier.
4. Before installing, check all fasteners for tightness, particularly the propeller and shaft. For torque requirements see table on page 4.

Turn the impeller by hand to make sure it does not strike the orifice. If it does hit, remove bearing cover and loosen bolts holding bearings to fan frame. This will allow centering of shaft and impeller in the fan housing. To move the shaft in the bearings, remove bolts and top half of bearing shell, then loosen set screws on the bearings, and slide the shaft through the bearings.

If fan is equipped with pillow block bearings, loosen the set screws holding bearings to shaft and slide the shaft through the bearings. Tighten all set screws. (See Maintenance section for bearing replacement.)

5. If motor is not factory mounted, set motor on fan motor base so that the shaft extends over the belt tube and fan shaft. To attach motor to base, use four bolts and nuts which match holes in base. Before tightening, slide the motor toward the belt tube to remove all slack in the bolts. This ensures the motor shaft is square with the fan. Tighten the motor bolts.
6. Slide the motor pulley onto the motor shaft and insert the square key into the keyway. Leave the pulley loose. Put the belt(s) over the fan and motor sheaves.

In some cases, it may be helpful to remove the bearing cover for access to the fan sheave. Align the belts and set belt tension. Motor base jack screws and locknuts are provided with each fan. They should be screwed into the weld nuts on the motor base to set belt tension.

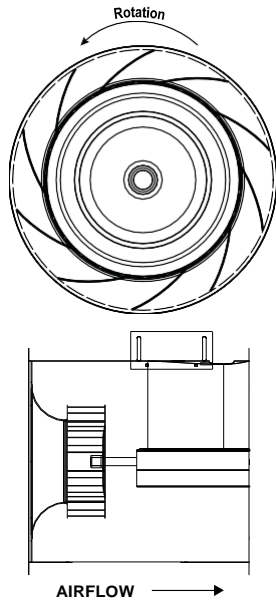
The belt should depress its width when pressed firmly inward at midpoint between the pulleys.

Tighten set screw on motor pulley. For torque requirements see table on page 4.

7. Securely support unit and attach ductwork. Attach any options at this point.
8. **WARNING!** Before proceeding, make sure electrical service to fan is locked in "OFF" position.
9. All wiring should be in accordance with local ordinances and the National Electrical Code.
10. Before electrical connections are made, the supply voltage, phase and ampere capacity must be checked for compatibility with the fan motor. In addition, the supply wiring must be properly fused and conform to local and national electrical codes. **WARNING!** Electrical connections that do not exactly match the motor nameplate may cause fire.

Leave enough slack in the wiring to allow for vertical movement of the motor, as necessary.

11. **WARNING!** Unguarded rotating parts will be exposed during this procedure. Operate under power and compare impeller rotation with directional arrow on the fan.



**Wheel Rotation - CCW  
View from Inlet Side**

Operation in reverse direction (opposite the rotation arrow marked on the fan) will deliver reduced air and will overload the motor.

In the case of three phase motors, the rotation can be reversed by interchanging any two (2) of the three (3) motor leads.

In the case of single-phase motors, the reversing instructions will appear on the wiring diagram in the motor wiring compartment if reversing is possible.

Note: Any increase in fan speed represents a substantial increase in horsepower required from the motor. Always check motor load amperage and compare to nameplate rating when changing fan speed.

- WARNING!** Inlet, discharge and drive guards must be installed when fan is within reach of personnel or within eight (8) feet (2.5 m) of working level or when deemed advisable for safety.

### **OPTIONAL ACCESSORY MOUNTING INSTRUCTIONS**

#### **COMPANION FLANGES**

- Remove companion flanges and bag of hardware from package.
- Place one companion flange on each fan flange.
- Align eight holes of fan flange (six on size 12) with holes on companion flange. Secure with supplied hardware.

### **OPERATION**

These fans must be operated in such a way that the air surrounding their exterior is always free of flammable gases, vapors, or liquids, combustible dusts or ignitable fibers or filings.

When exhausting air with the fan, adequate intake area for supply air must always be provided.

### **MAINTENANCE**

- CAUTION!** Before proceeding, make sure electrical service to fan is locked in the “OFF” position.

**WINDMILLING:** Even when the power supply is locked out, fans may cause injury or damage if the impeller is subject to “windmilling” which is the turning of the impeller and drive components due to a draft in the system. To guard against this hazard, the impeller should be secured to physically restrict rotational movement.

- The set screws holding impeller and bearings to the shaft must be maintained in accordance with the **SET SCREW TIGHTENING SCHEDULE and PROCEDURE FOR TIGHTENING SET SCREWS IN BEARINGS AND HUBS.**
- The inside of the belt well, the belts and surfaces of bearing units, and the inside of the shaft/bearing compartment must be checked for deposits on maximum three-month intervals. Any deposits must be removed if present.

All inner surfaces of the fan, including the impeller, exposed to the exhaust air should be checked for deposits on maximum three-month intervals. The deposits must be removed if present.

- Impeller shaft bearings should be inspected on maximum three-month intervals.

Propeller shaft bearings are pre-lubricated, sealed and normally require no service. If a bearing is a source of noise and/or excessive heat or is losing lubricant, it must be replaced. It is recommended that any bearing be replaced at a maximum five-year period.

### **Bearing Replacement**

- For duplex split pillow block bearings, install new bearings into new neoprene rings, check correct position of propeller with the fan housing, position the bearings in the die-formed recess and tighten the set screw. Replace the die-formed bearing cap and tighten the four bolts.

If unitary pillow block type bearings are used, slide bearings onto the shaft to desired location and bolt the bearing block securely to the support base. Slide the shaft back and forth in secured bearing (do not drive with a hammer) and rotate to make certain that it turns freely. Check the correct position of the impeller at the orifice. Impeller should not strike any part of the orifice and clearance between the impeller and the orifice should be the same all the way around.

Use the **PROCEDURE FOR TIGHTENING SET SCREWS IN BEARINGS AND HUBS** to tighten set screws.

- Recommended spare parts are listed on page 5.

## SET SCREW TIGHTENING SCHEDULE

1. Before initial operation of the fan, tighten set screws according to the procedure outlined below.
2. After 500 operating hours or three months, whichever comes first, tighten set screws to the full recommended torque.
3. At least once a year, tighten set screws to the full recommended torque.

## PROCEDURE FOR TIGHTENING SET SCREWS IN BEARINGS AND HUBS

### One Set Screw Application

Using a torque wrench, tighten the set screw to the torque recommended in Table 1.

### Two Set Screw Application

1. Using a torque wrench, tighten one set screw to half of the torque recommended in Table 1.
2. Tighten the second set screw to the full recommended torque.
3. Tighten the first set screw to the full recommended torque.

**Table 1. Recommended Tightening Torque for Set Screws**

Set Screw Diameter	Torque (in-lbs)
#10	35
1/4	80
5/16	126
3/8	240
7/16	384
1/2	744
9/16	1080
5/8	1500
3/4	2580
7/8	3600
1	5400

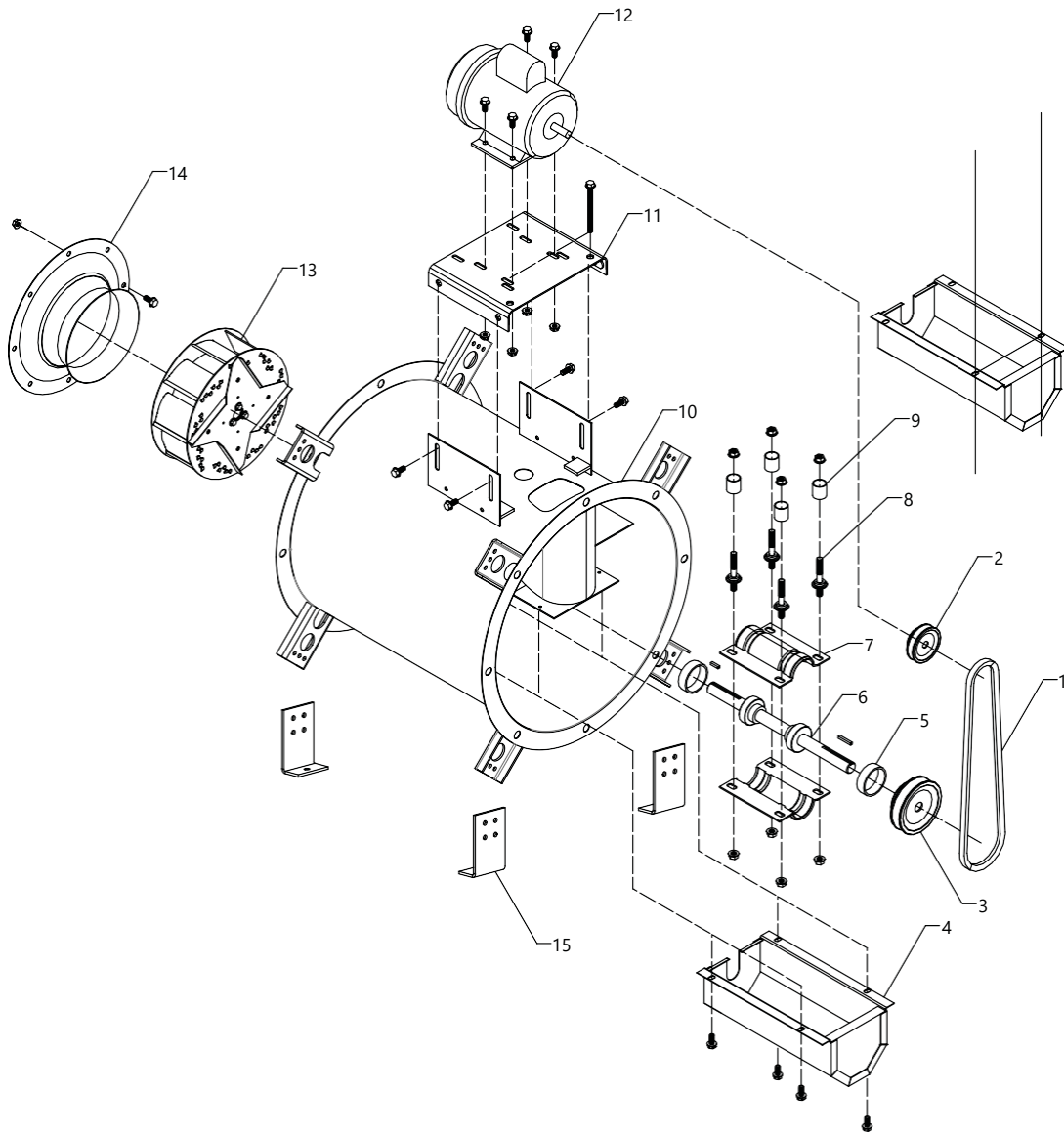
## VARIABLE FREQUENCY DRIVES AND MOTORS

There are occasions when a Variable Frequency Drive (VFD) will cause poor motor performance and possible damage. To avoid these problems, the following guidelines are recommended:

1. Select compatible motor and VFD converter; if possible, the motor and the converter should be from the same manufacturer or at least the converter selected should be recommended by the motor manufacturer.
2. Motors that are to be operated using a Variable Frequency Drive (VFD) must be VFD compatible. A Premium Efficiency motor must be used as the minimum. Motors that are not supplied by NAKS should have the recommendation of the motor manufacturer for use with a VFD.
3. The fan frame, motor and VFD must be connected to a common earth ground to prevent transient voltages from damaging rotating elements.
4. To reduce over-voltage spikes in the motors, line reactors may be required. Contact the motor manufacturer for recommended line impedance and usage of line reactors or filters if the lead length between the VFD and the motor exceeds 10 feet (3m).
5. Installer is responsible for performing a fan range test by varying the speed over the required span and identifying resonate frequencies after the equipment is fully installed. These resonate frequencies may be eliminated by restricting the fan operation range to non-resonate speeds. This may be implemented through the VFD or environmental control computer. Failure to remove resonate frequencies from the operating range will decrease the operating life of the fan and void the warranty.
6. Where possible, use low voltage three phase motor configuration.

**NOTE: The Company will not honor motor warranty claims if the customer fails to follow these recommendations.**

# CENTRIFUGAL INLINE BELT DRIVE EXHAUST FAN



Parts List		
Ref. No.	Description	Qty.
1	Belt	1
2	Motor Sheave	1
3	Sheave	1
4	Bearing Cover	1
5	Rubber Ring	2
6	Shaft & Bearing Assembly	1
7	Bearing Cap	2
8	Bearing Bolt	4
9	Bearing Support Post	4
10	Tube Assembly	1
11	Motor Base	1
12	Motor	1
13	Wheel Assembly	1
14	Orifice Assembly	1
15	Mounting Feet	4

## TERMS AND CONDITIONS OF SALE

**THESE TERMS AND CONDITIONS OF SALE (“TERMS”) CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR PURCHASE, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU AND YOUR PURCHASE. PLEASE READ THEM CAREFULLY. YOUR PURCHASE IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE EXCLUSIVITY OF THESE TERMS. ANY PROPOSAL FOR DIFFERENT TERMS OR ANY ATTEMPT TO VARY, IN ANY DEGREE, ANY OF THESE TERMS IS EXPRESSLY REJECTED.**

- 1. Acceptance.** These Terms govern any purchase made from North American Kitchen Solutions, Inc. (“NAKS”). These Terms, the Manual in which they are contained, installation and maintenance instructions, the applicable invoice, and any documents incorporated or referred to herein or therein, including any future paper or electronic releases issued by NAKS, constitute the “Order.” The Order is the entire contract between you, the buyer, and NAKS, the seller, for products purchased from NAKS. These Terms apply to the Order unless expressly modified or waived by an officer of NAKS. These Terms prevail over any of your general terms and conditions of purchase regardless whether or when you submitted the purchase order or such terms. Fulfillment of your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms. An Order may only be cancelled by you upon payment of reasonable cancellation charges for expenses incurred or commitments made by NAKS. Captions in these Terms are for convenience only.
- 2. Pricing.** The price for NAKS’ goods, material, equipment, or items (“Products”) is complete, and no deductions, credits, or offsets may be made without NAKS’s express written consent. Prices are subject to change and surcharges in the event of cost increases in materials and transportation. All complete component accessory material manufactured by others and furnished with Products such as motors, drives, vibration equipment, controls, or other completely assembled component structures, are subject to adjustment to the price at time of shipment regardless of the date of original order entry.
- 3. Sales and Similar Taxes.** NAKS’ prices do not include sales, use, excise, or similar taxes. Present or future sales, use, excise, or other similar tax applicable to the sale of Products shall be paid by you, unless an acceptable tax exemption certificate is provided to NAKS.
- 4. Payment.** NAKS reserves the right to require full or partial payment in advance of any order if, in NAKS’ judgment, your financial condition does not justify continuation of manufacture or shipment. NAKS may require full or partial payment in advance. Pro-rata payments are due as shipments are made. Each shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall not vitiate the contract as to other shipments or deliveries. Except as otherwise provided, all payments shall be due within 7 days of receipt of the Products. You shall pay interest on any late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.
- 5. Return Policy – ALL SALES ARE FINAL.** Because we custom manufacture our hoods to each customer’s specifications, ALL SALES ARE FINAL. We may accept the return of non-custom goods at our discretion, but a restocking fee of 30% will apply and all shipping costs are the responsibility of the purchaser or end user. No merchandise may be returned without a Return Goods Authorization (RGA). Items returned for warranty replacement or exchange will not be eligible for credit if not received within 14 days of the issuance of a Return Goods Authorization.
- 6. Free Shipping.** Free shipping offers are limited to standard shipping to the 48 contiguous United States.
- 7. Delivery.** Shipping and delivery dates are estimates only. No delay in delivery will subject NAKS to any costs, damages or fees for late delivery. Delivery of Products is made F.O.B. point of shipment, unless otherwise stated. NAKS shall not be liable for delay due to causes beyond its reasonable control (i.e., force majeure events). In the event of such a delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- 8. Changes.** NAKS may make changes, including improvements and additions, in the technical requirements, specifications, designs, materials, packaging, and place of delivery, method of transportation, quantities, or delivery schedules of the Products by notifying you.
- 9. Safety.** The Products may be designed to serve multiple applications. NAKS offers a range of safety equipment, including guards and other devices, as may be required to meet customer specifications. Without exception, NAKS recommends that all orders include applicable safety devices, provided that NAKS disclaims any liability with respect to any specific recommendations for safety equipment for any particular Products. Use of Products ordered without applicable safety devices is your sole responsibility. You warrant that you have determined and acquired any and all safety devices required for the Products. Weather covers and guards for motor and V-belt drives, couplings, shafts and bearings, along with inlet and outlet screens, are optional accessories noted in the price list.
- 10. Title.** Title and right of possession of Products remains with NAKS until all payments (including deferred payments whether evidenced by notes or otherwise) shall have been received to the satisfaction of NAKS and you agree to do all acts necessary to perfect and maintain such title and right in NAKS and not to subject any Products to any liens or encumbrances until such payment is made in full.
- 11. Governing Law.** This Order shall be governed by and construed according to the laws of the State of Ohio (excluding the conflict of law provisions thereof). At NAKS’ discretion, any action relating directly or indirectly to the Order shall be brought exclusively in the Common Pleas Court of Cuyahoga County, Ohio or the United States District Court for the Northern District of

Ohio, Eastern Division, and you irrevocably waive any objection to the jurisdiction of, or venue in, either of these courts and agree that the acceptance of the Order constitutes doing business in the State of Ohio.

12. **Compliance with Law.** You shall comply with all applicable laws, regulations and ordinances related to the Products, and you shall maintain in effect all the licenses, permissions, authorizations, consents and permits that you need with respect to the receipt, use and operation of the Products.

13. **Force Majeure.** NAKS shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any terms herein, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of NAKS including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, outbreak of disease, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. **Arbitration.** At NAKS' discretion, any dispute arising under or in connection with any Order may be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The dispute shall be resolved by one neutral arbitrator who shall have no affiliation with either you as the buyer or with NAKS and shall be selected by the American Arbitration Association office, and held in, Cleveland, Ohio.

**WARNING.** NAKS' Products are designed and manufactured to provide reliable performance, but they are not guaranteed to be 100% free of defects. Even reliable products will experience occasional failures and this possibility should be recognized by you and all end users. If Products are used in life support ventilation systems where failure could result in loss or injury, you and all end users should provide adequate back-up ventilation, supplementary natural ventilation or failure alarm system, or acknowledge willingness to accept the risk of such loss or injury. **DO NOT USE IN HAZARDOUS ENVIRONMENTS** where fan's electrical system could provide ignition to combustible or flammable materials unless unit is specifically built for hazardous environments. Comply with all local and national safety codes including the National Electrical Code (NEC) and National Fire Protection Act (NFPA).

**CAUTION.** Guards must be installed when fan is within reach of personnel or within eight (8) feet (2.5 m) of working level or when deemed advisable for safety.

**DISCLAIMER.** NAKS has made a diligent effort to illustrate and describe the Products accurately in all materials; however, such illustrations and descriptions are for the sole purpose of identification and do not express or imply any warranty.

#### LIMITED WARRANTY

**WARRANTY AND DISCLAIMER.** This limited warranty extends to you the original purchaser only with proof of purchase. NAKS warrants that Products shall be free from original defects in workmanship and materials for two years from date of shipment (except for the warranty periods noted for products listed below), provided the Products have been properly handled, stored, installed, serviced, maintained and operated. This warranty shall not apply to Products which have been altered or repaired without NAKS' express authorization, or altered or repaired in any way so as, in NAKS' judgment, to affect performance or reliability, nor which have been improperly installed or subjected to misuse, negligence, or accident, or incorrectly used in combination with other substances. You assume all risks and liability for results of use of all Products.

Evaporative cooling pads are warranted to be free of defects in materials and workmanship for a period of two years from date of shipment provided same have been properly handled, stored, installed, serviced, maintained and operated; and further, not subjected to excessive heat, corrosive agents or chemicals, or mechanical abuse that may cause tearing, crushing or undue deterioration, nor used on a system or in a manner other than that for which it was designed as explained in the Order.

**LIMITATION OF REMEDY AND DAMAGES.** All claims under this warranty must be made in writing and delivered by U.S. Mail to:

North American Kitchen Solutions  
172 Reaser Court  
Elyria, OH 44035  
Attn: WARRANTY CLAIMS DEPARTMENT

All Product claims must be made within 15 days after discovery of the defect and prior to the expiration of two years from the date of shipment. Claims made beyond that period are barred. Within 30 days after receipt of a timely claim, NAKS shall have the option either to inspect the Product at its location or request its return to NAKS at your expense. NAKS shall replace, or at its option repair, free of charge, any Product it determines to be defective, and it shall ship the repaired or replacement product to you F.O.B. point of shipment; provided, however, if in NAKS' judgment circumstances are such to prohibit repair or replacement to remedy the warranted defects, your sole and exclusive remedy shall be a refund of any part of the invoice price, paid to NAKS, for the defective Product or part.

NAKS is not responsible for the cost of removal of the defective Product or part, damages due to removal, or any expenses incurred in shipping the Product, or the installation of the repaired or replaced Product or part.

The warranties set forth above do not apply to any components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, NAKS shall pass to you such manufacturer's warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS WARRANTY CONSTITUTES NAKS SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE GOODS AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

No employee, agent, dealer, or other person is authorized to give any warranties on behalf of NAKS or to assume for it any other liability in connection with any of its products except in writing and signed by an officer of NAKS.

**LIMITATION OF LIABILITY.** NAKS' cumulative liability to you and any other persons for all claims in any way relating to or arising out of the Products, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of the purchase price paid for those Products which are the subject of any such claim. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if NAKS has been advised of the possibility of such claims or demands. In no event shall NAKS be liable to you or any other person for any loss of profits or any incidental, special, exemplary, or consequential damages for any claims or demands brought by you or such other persons. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

NAKS' maximum liability to you and to any end user is as set forth above. NAKS makes no warranty to anyone for any products not manufactured by it and shall have no liability for any use or installation of any products (whether manufactured by NAKS or other manufacturers) not specifically authorized by this sale. You acknowledge various warnings by NAKS regarding the Products and its installation and use. If NAKS incurs any claims, lawsuits, settlements, or expenses (including attorney fees) for any loss, injury, death or property damage including, but not limited to, claims arising out of your or any end user's installation or use of the Products, you agree to indemnify and hold NAKS harmless.

**REPLACEMENT PARTS.** If replacement parts are ordered, you warrant that the original components in which these replacement parts will be placed are in satisfactory working condition, and when said replacement parts are installed, the resultant installation will operate in a safe manner, at speeds and temperatures for which the original product was purchased.

**TECHNICAL ADVICE AND RECOMMENDATIONS, DISCLAIMER.** Notwithstanding any past practice or dealings or any custom of the trade, sales shall not include the furnishing of technical advice or assistance or system design. Any such assistance shall be at NAKS' sole option and may be subject to additional charge(s).

NAKS assumes no obligation or liability on account of any recommendations, opinions or advice as to the choice, installation or use of Products. Any such recommendations, opinions or advice are given and shall be accepted at your and the end-user's risk and shall not constitute any warranty or guarantee of such Products or their performance.

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