



HANGING VENTLESS OVEN EXHAUST HOOD OPERATORS MANUAL AND PARTS LIST

REVISED AUGUST 2026



for VH-36-OVW, VH-36-OVI, VH-48-OVW, VH-48-OVI (Model VH-36-OVW shown above)

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SPECIFIC SAFETY PRECAUTIONS

For your safety, please observe the following precautions when operating or servicing your ventless exhaust hood. Read the following important safety information carefully to avoid personal injury and/or damage to the equipment.

CAUTION/WARNING!

- Consult a qualified electrician to ensure all of the following guidelines are met:
 - All electrical specifications and codes are followed.
 - Circuit breakers and wiring are of sufficient rating and gauge.
 - The unit is properly grounded, and all electrical specifications were followed during installation.
- Improper installation, adjustment, alteration, service, or maintenance could result in death or serious injury and/or equipment/property damage and will void the warranty.
- **DO NOT** use or store gasoline, other flammable liquids, or vapors in the vicinity of this or any other appliance.
- Failure to comply with **DANGER** notices may result in death or serious injury and/or equipment/property damage and will void the warranty.

WARNING

- **DO NOT** operate the unit unless you understand the components and the intended use.
- The unit must remain in the upright position.
- Exercise care when removing the wooden crate from around the unit.
- Failure to comply with WARNING notices could result in death or serious injury and/or equipment/property damage and will void the warranty.

CAUTION

- Ensure the unit is positioned to maintain **6" of clearance above the hood body** (including upper cage), and 0" to the rear, 0" on the left, and 0" to the right. Failure to maintain safe distances may result in fire.
- The unit must be adequately and properly grounded. Improper grounding may result in electrical shock.
- Consult an electrician to ensure all electrical specifications have been met, and the unit is properly grounded.
- The wiring diagrams contained in this manual should aid your electrician in the installation of your unit.
- Exercise care around the Control Panel to maintain proper operation. The electronic components of the Control Panel are impact sensitive.
- Turn off the unit and unplug the power cord before cleaning or performing maintenance.

DO NOT hose down the unit's interior or exterior with water.

During cleaning of the unit:

- **DO NOT** steam clean.
- **DO NOT** use products containing chlorine.
- **DO NOT** use abrasive products, steel wool, or scouring pads.
- **DO NOT** modify, alter, or add attachments to this equipment!
- Failure to comply with these **CAUTION** notices may result in equipment/property damage and will void the warranty.

NOTE:

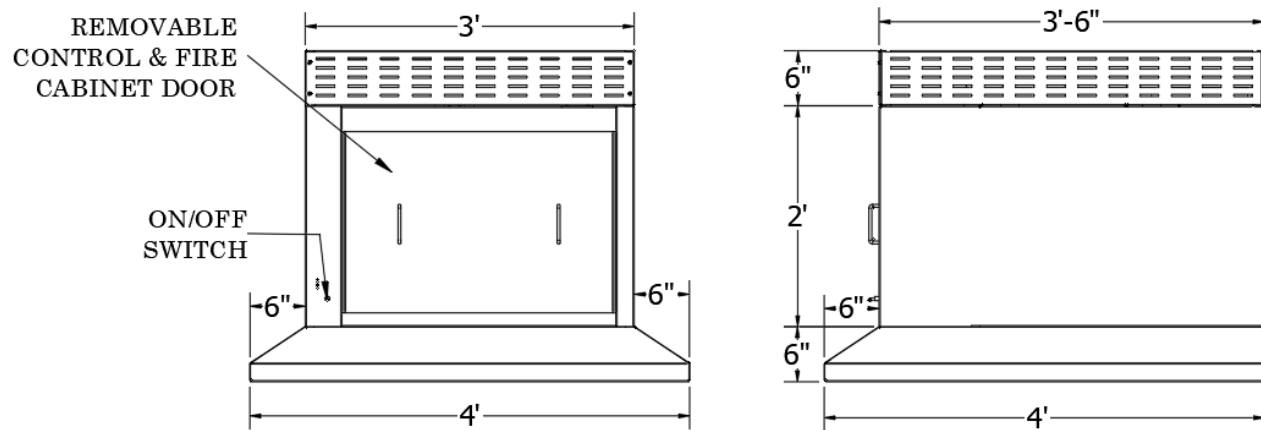
- If the crate is damaged upon receipt, **immediately** inspect the unit and notify the carrier of any damage to the unit.
- To aid the electrician, an electrical wiring diagram is contained in this manual. Refer to the wiring diagram during installation or servicing.
- Comply with all appropriate state and/or local health regulations regarding the cleaning and sanitation of this equipment.

IMPORTANT INFORMATION - NAKS VENTLESS HOOD SYSTEMS!

Ventless hood orders **will be completed** when NAKS confirms the following:

1. Planned appliances are within the hood's listing limits.
2. NAKS has reviewed and approved the [NAKS Site Survey](#), and any other requested documentation.

DIMENSIONS



MODEL VH-36-OVW

REGULATORY LISTINGS (CERTIFICATIONS):

The Ventless System shall be built in accordance with NFPA96, be UL listed, and comply with UL710B Standards. Hoods shall be tested to comply with NSF Sanitation Mark.

Remote Pull Station is 4 $\frac{1}{4}$ " round and 1" deep.

Remote Mounting is 42"-48" AFF and 10' min (20' max) from hood.

Uncrated Unit Weight - 280 lbs.: Hood – 255 lbs., Skirt – 25 lbs.

Crated Unit Weight - 498 lbs.: Hood – 398 lbs., Skirt – 100 lbs.

UNPACKING:

Your unit will arrive enclosed in a wooden crate. The Hood is secured to a wooden platform inside of the enclosure.

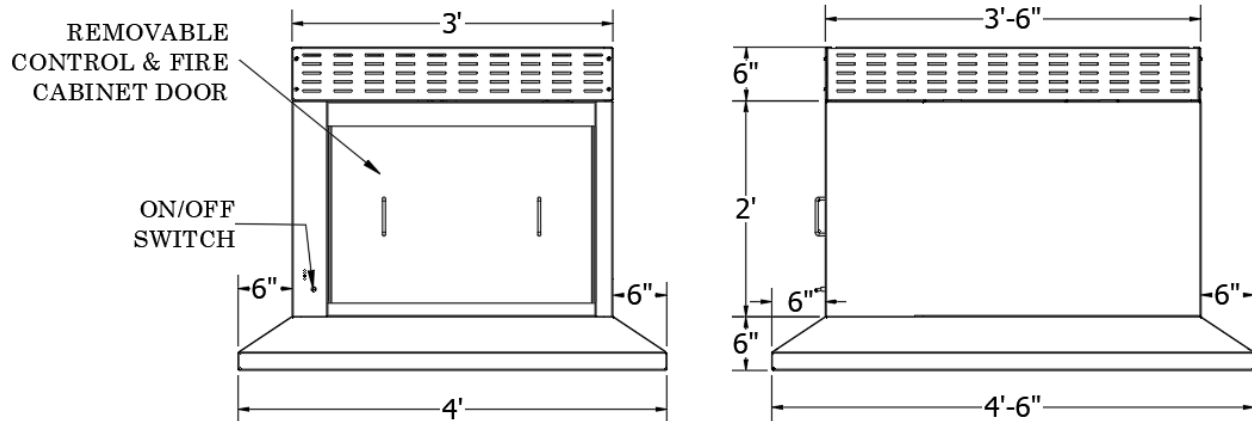
NOTE:

- If the crate is damaged, immediately inspect the unit and notify the carrier of any damage to the unit.
- Exercise care when lifting or moving the unit.
- Exercise care when removing the wooden crate from around the unit.

LOCATE AND IDENTIFY THE FOLLOWING COMPONENTS AFTER UNPACKING:

- Hood and Fire Suppression System
- Contactor
- ANSULEX® Fire Suppressant, 3.0 Gallon
- Drip Cup
- Grease (baffle) Filter, Air (Mesh) Filter, Charcoal Filter

DIMENSIONS



MODEL VH-36-OVI

REGULATORY LISTINGS (CERTIFICATIONS):

The Ventless System shall be built in accordance with NFPA96, be UL listed, and comply with UL710B Standards. Hoods shall be tested to comply with NSF Sanitation Mark.

Remote Pull Station is 4 $\frac{1}{4}$ " round and 1" deep.

Remote Mounting is 42"-48" AFF and 10' min (20' max) from hood.

Uncrated Unit Weight – 285 lbs.: Hood – 255 lbs., Skirt – 30 lbs.

Crated Unit Weight - 508 lbs.: Hood – 398 lbs., Skirt – 110 lbs.

UNPACKING:

Your unit will arrive enclosed in a wooden crate. The Hood is secured to a wooden platform inside of the enclosure.

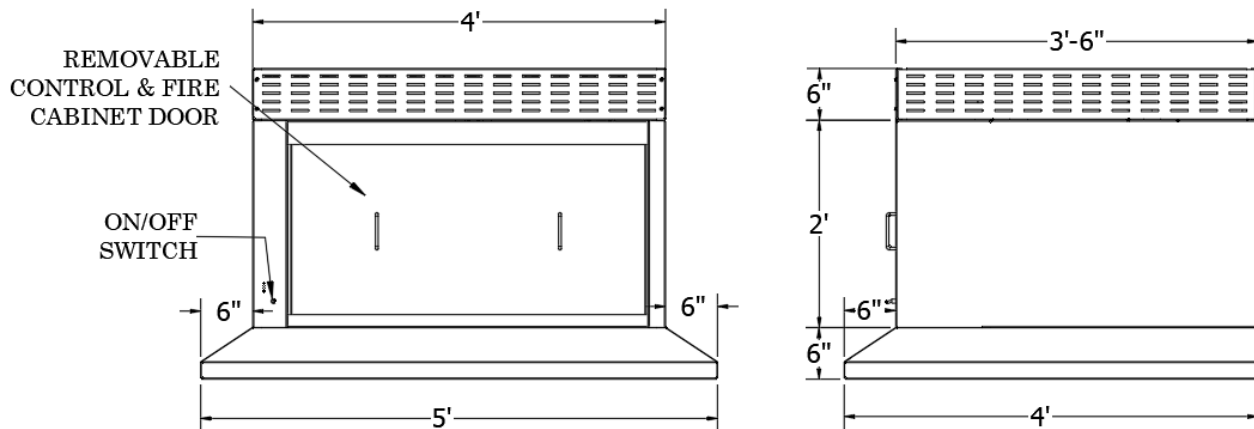
NOTE:

- If the crate is damaged, immediately inspect the unit and notify the carrier of any damage to the unit.
- Exercise care when lifting or moving the unit.
- Exercise care when removing the wooden crate from around the unit.

LOCATE AND IDENTIFY THE FOLLOWING COMPONENTS AFTER UNPACKING:

- Hood and Fire Suppression System
- Contactor
- ANSULEX ® Fire Suppressant, 3.0 Gallon
- Drip Cup
- Grease (baffle) Filter, Air (Mesh) Filter, Charcoal Filter

DIMENSIONS



MODEL VH-48-OVW

REGULATORY LISTINGS (CERTIFICATIONS):

The Ventless System shall be built in accordance with NFPA96, be UL listed, and comply with UL710B Standards. Hoods shall be tested to comply with NSF Sanitation Mark.

Remote Pull Station is 4¼" round and 1" deep.

Remote Mounting is 42"-48" AFF and 10' min (20' max) from hood.

Uncrated Unit Weight – 374 lbs.: Hood – 340 lbs., Skirt – 34 lbs.

Crated Unit Weight - 665 lbs.: Hood – 530 lbs., Skirt – 135 lbs.

UNPACKING:

Your unit may arrive enclosed by a wooden crate. The Hood is secured to a wooden platform by means of high-tensile strength strapping.

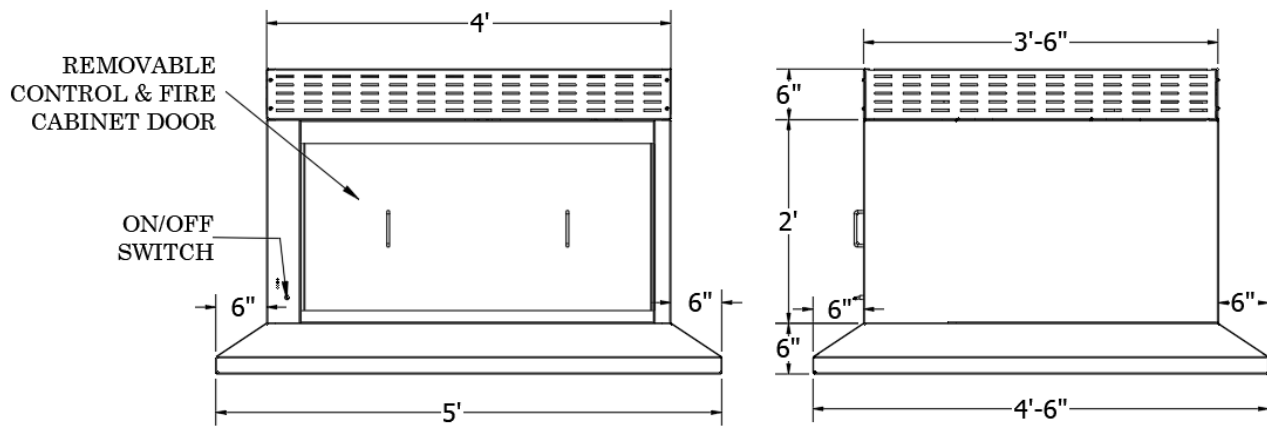
NOTE:

- If the crate is damaged, immediately inspect the unit and notify the carrier of any damage to the unit.
- Exercise care when lifting or moving the unit.
- Exercise care when removing the wooden crate from around the unit.

LOCATE AND IDENTIFY THE FOLLOWING COMPONENTS AFTER UNPACKING:

- Hood and Fire Suppression System
- Contactor Box
- ANSULEX ® Fire Suppressant, 3.0 Gallon
- Drip Cup
- Grease (baffle) Filter, Air (Mesh) Filter, Charcoal Filter

DIMENSIONS



MODEL VH-48-OVI

REGULATORY LISTINGS (CERTIFICATIONS):

The Ventless System shall be built in accordance with NFPA96, be UL listed, and comply with UL710B Standards. Hoods shall be tested to comply with NSF Sanitation Mark.

Remote Pull Station is 4¼" round and 1" deep.

Remote Mounting is 42"-48" AFF and 10' min (20' max) from hood.

Uncrated Unit Weight – 381 lbs.: Hood – 340 lbs., Skirt – 41 lbs.

Crated Unit Weight - 680 lbs.: Hood – 530 lbs., Skirt – 150 lbs.

UNPACKING:

Your unit may arrive enclosed by a wooden crate. The Hood is secured to a wooden platform by means of high-tensile strength strapping.

NOTE:

- If the crate is damaged, immediately inspect the unit and notify the carrier of any damage to the unit.
- Exercise care when lifting or moving the unit.
- Exercise care when removing the wooden crate from around the unit.

LOCATE AND IDENTIFY THE FOLLOWING COMPONENTS AFTER UNPACKING:

- Hood and Fire Suppression System
- Contactor
- ANSULEX ® Fire Suppressant, 3.0 Gallon
- Drip Cup
- Grease (baffle) Filter, Air (Mesh) Filter, Charcoal Filter

INSTALLATION

Installing Hood

Hanging Rail and Threaded Rod Installation

1. Remove 8-32 screws from safety cage front and rear safety cage. Remove upper cage front and rear (Figure 2.1).
2. Insert 3/8 in. (9.525 mm) diameter threaded rod (supplied by others) into hanging rails on the hood top (Figure 2.2). Raise and hang the hood from adequate roof or ceiling supports (Figure 2.3). Ensure to maintain dimensions shown (Figure 2.4).

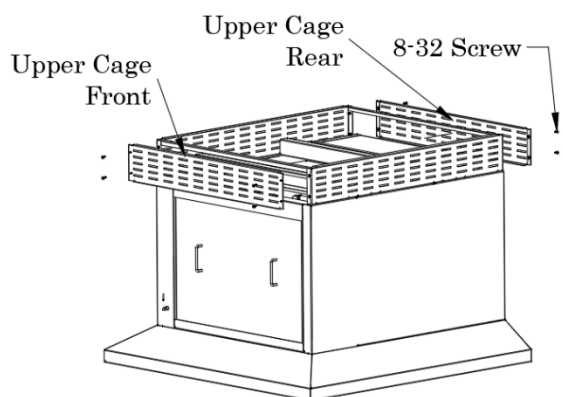


Figure 2.1

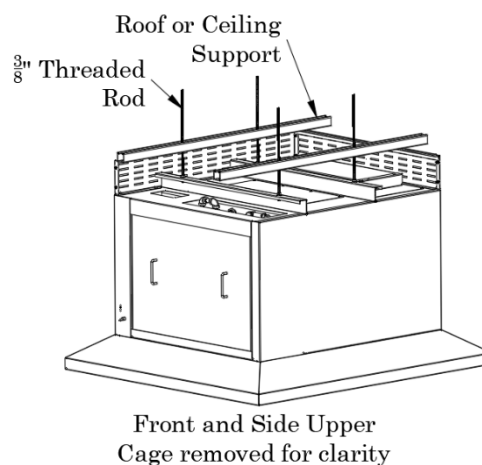


Figure 2.2

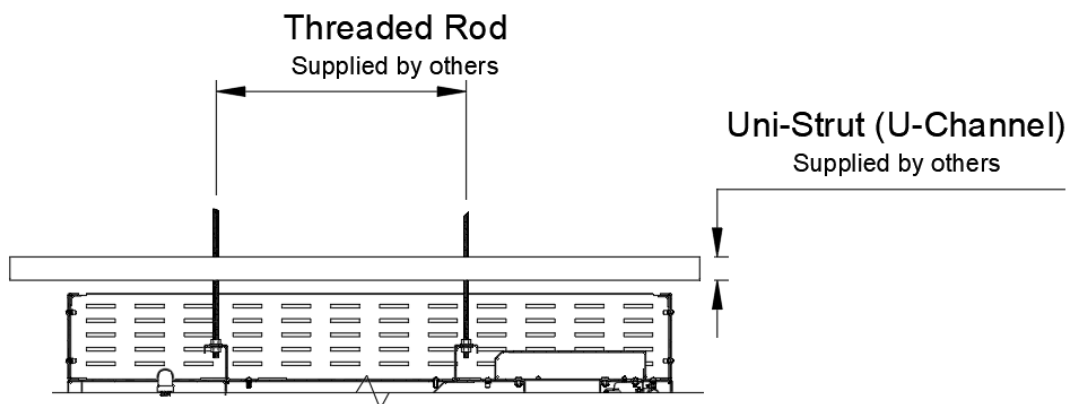
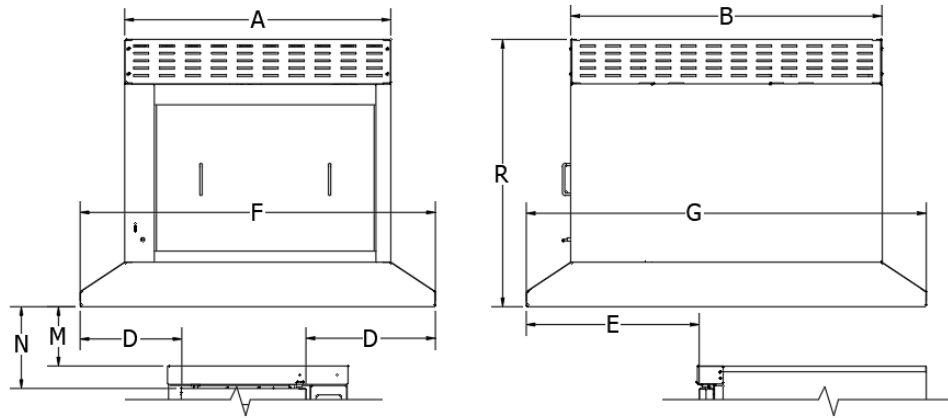


Figure 2.3



SEE DRAWING	HOOD MODEL	VH-36-OVI	VH-36-OVW	VH-48-OVI	VH-48-OVW
A	HOOD LENGTH	36"	36"	48"	48"
B	HOOD DEPTH	42"	42"	42"	42"
D	MINIMUM HOOD OVERHANG RIGHT AND LEFT	7 1/2"	7 1/2"	7 1/2"	7 1/2"
E	MINIMUM FRONT OVERHANG	15"	15"	15"	15"
F	SKIRT LENGTH	48"	48"	60"	60"
G	SKIRT DEPTH	54"	48"	54"	48"
M	MAX DISTANCE ABOVE OVEN	4"	4"	4"	4"
N	MAX DISTANCE TO LOWEST OPENING	36"	36"	36"	36"
R	OVERALL HEIGHT	36"	36"	36"	36"

Figure 2.4

Installing Skirt:

- Remove 10-24 cap nuts from 10-24 weld stud (Figure 2.5). Align skirt with 10-24 weld studs. Reattach the 10-24 cap nuts (Figure 2.6).

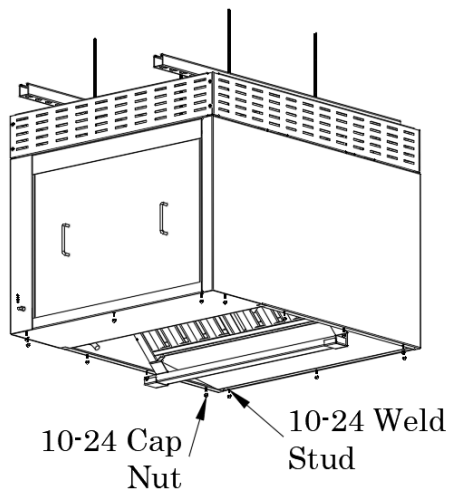


Figure 2.5

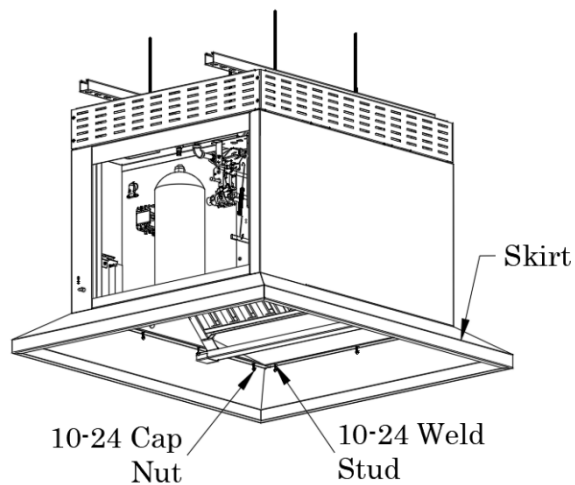


Figure 2.6

ELECTRICAL REQUIREMENTS

- Consult a qualified electrician to ensure all electrical specifications have been met.
- The unit must be adequately and properly grounded. Improper grounding may result in electrical shock. Always refer to your local electrical code to ensure proper grounding of this and any other electrical equipment. Always consult with an electrician or other qualified service person to ensure breakers and wiring are of sufficient rating and gauge for the equipment being operated.
- Improper installation, adjustment, alteration, service, or maintenance could result in death or serious injury and/or equipment/property damage and void the warranty.

Model #	Voltage	Hz	Phase	Amps
VH-36-OVW, VH-36-OVI	208-240	60	1-3	75
VH-48-OVW, VH-48-OVI	208-240	60	1-3	75

NOTE: 3 AMPS FOR HOOD

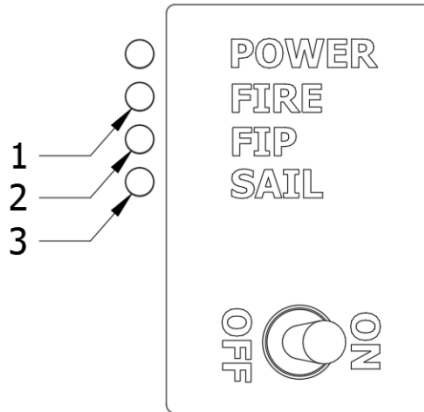
CONNECT HOOD POWER:

- Apply AC power to the Contactor.
- The power requirement of the equipment will determine the input.
- Remove plug (if present) from the AC power cord of the equipment; connect the equipment power cord to the contactor output.
- All connections should be made by a qualified electrician to ensure all electrical specifications have been met and comply with all local codes.

HOOD AND APPLIANCE INTERLOCK CONNECTION

This connection will cause the appliance below the hood to shut down if any of the following occurs:

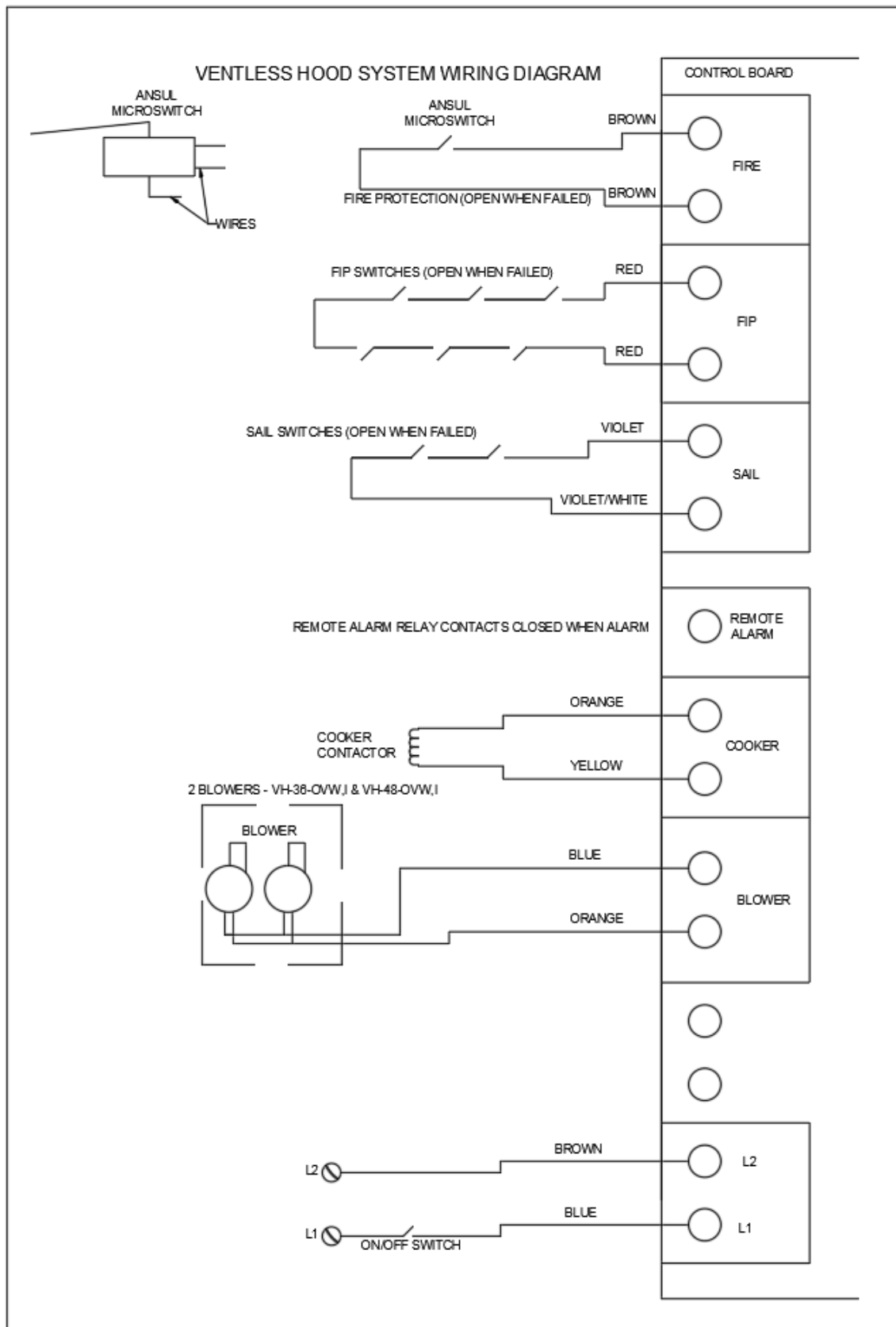
1. Fire Extinguisher System is activated.
2. Any filter is missing or not installed properly.
3. Any filter becomes excessively dirty and does not allow proper airflow through the hood.



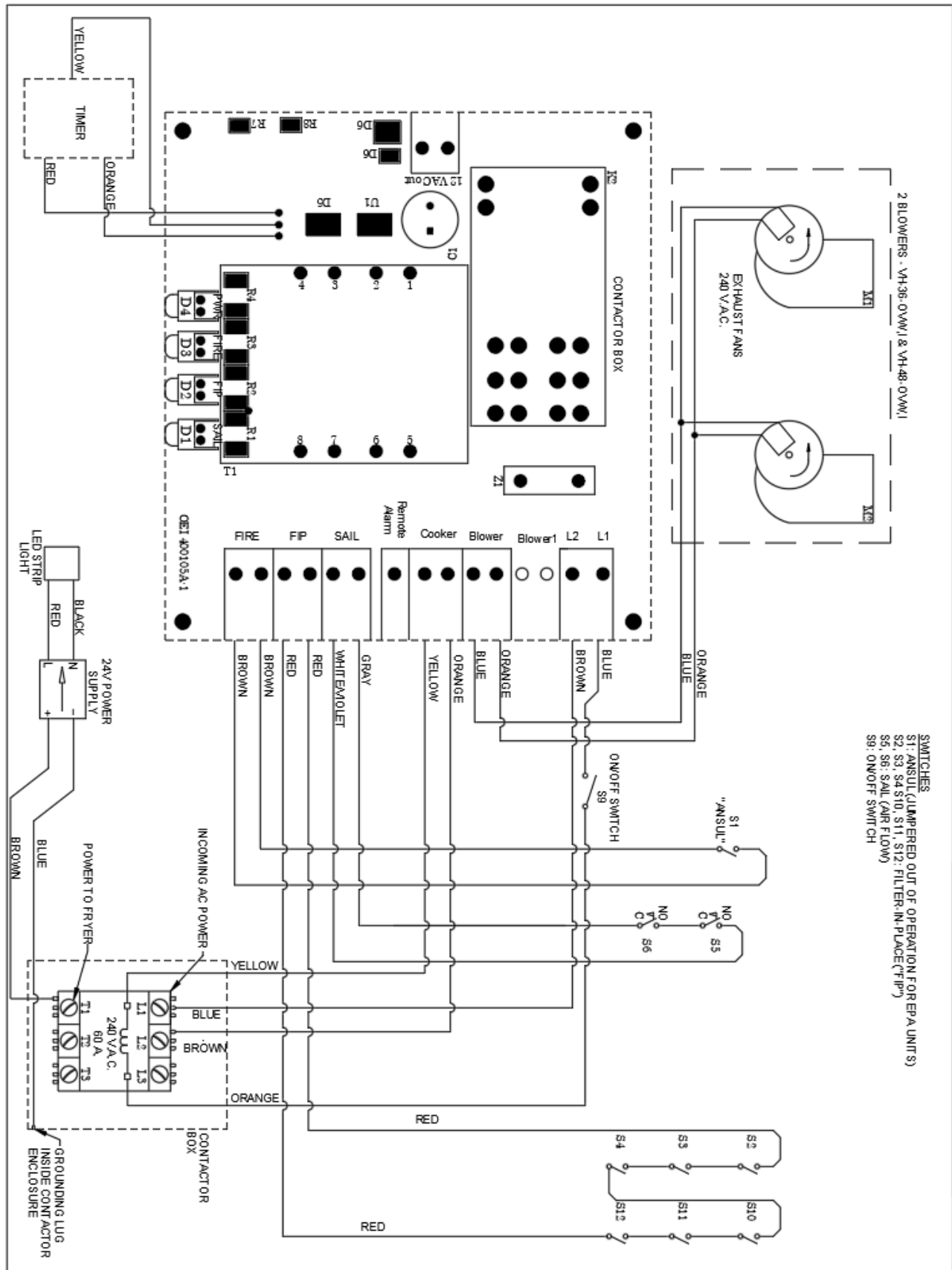
NOTE: WIRING MUST BE VERIFIED BY LICENSED ANSUL SYSTEM INSTALLER AND PERFORMED TO MEET ALL STATE AND LOCAL CODES.

**NOTE: PRIOR TO INSTALLATION, POWER MUST BE DISCONNECTED.
WIRING DIAGRAM TO BE FOLLOWED IN ORDER TO INTEGRATE INTO FIRE SYSTEM.
INSTALLATION SHALL BE PERFORMED TO MEET ALL STATE AND LOCAL CODES.
ALL WIRING TO BE PER PAGES 12 & 13 OF THE INSTALLATION MANUAL.**

WIRING DIAGRAM



WIRING DIAGRAM CONT.



Clearances and Coverage:

- Ceiling 6"

Model	Nozzles	Tank Size
VH-36-OVW, VH-36-OVI	290	3.0
VH-48-OVW, VH-48-OVI	290	3.0

Note: Coverage for Electric Convection Ovens, Conveyor Ovens, Pizza Ovens, Rotisseries and Popcorn makers. Cooking temperature cannot exceed **525° F (274° C)**.

FIRE SUPPRESSION SYSTEM

The fire suppression system used in your Ventless Hood System is an Ansul R-102 Restaurant Fire Suppression System (Standard UL 300 Listed).

- In accordance with the system's listing, a licensed Ansul fire system installer must perform final installation, charge, and test the system.
- The fire suppression system is designed and UL-listed to provide fire protection for cooking appliances such as ovens. It automatically protects your unit 24 hours per day.
- The integrated ANSUL system contains piping and nozzles.
- All nozzles have been factory installed in the proper operating position. **DO NOT MOVE OR ADJUST.**

This Hood also requires use of a Manual Pull System. Remote Mounting is 42"-48" AFF and 10' min (20' max) from hood.

MAINTENANCE

Maintenance is necessary for your Ventless Hood System to maintain the unit's efficiency over time.

QUARTERLY HOOD CLEANING:

During cleaning of the unit:

DO NOT steam clean.

DO NOT use products containing chlorine.

DO NOT use abrasive products, steel wool, or scouring pads.

Interior:

Disconnect power from the unit! Remove all filters from the hood. Using a mild degreaser with a soft towel or sponge, clean the entire Hood Plenum and Blower Sections. The hood must be cleaned every 3 months.

Exterior:

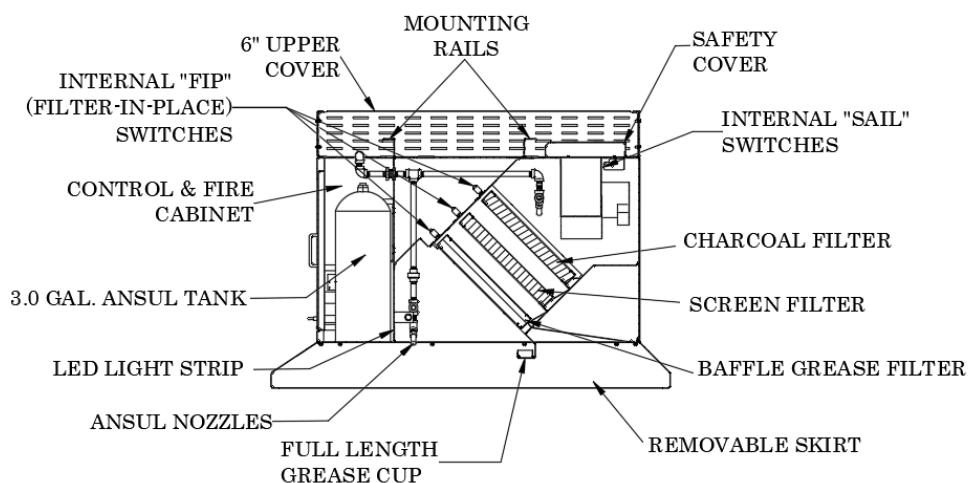
Disconnect power from the unit. Clean all external stainless-steel parts using a stainless-steel cleaner.

Filters:

Baffle filter: The Baffle Filter should be cleaned daily. Place the Baffle Filter in a sink and clean with a mild degreaser. Dry thoroughly, then reinstall in the unit.

Mesh Filter: Should be cleaned daily. Place the filter in a sink and clean with a mild degreaser. Dry thoroughly, then reinstall in the unit.

Charcoal Filter: Never attempt to clean the Charcoal Filter. Replace every 90 days. The reuse of a Charcoal Filter can cause damage to the unit.



RIGHT SIDE ELEVATION VIEW

SEMI-ANNUAL FIRE SUPPRESSION SYSTEM SERVICING:

Service of the Fire Suppression System is to be conducted by qualified fire equipment personnel **ONLY!** Semi-annual (at minimum) service and inspections should be performed on the Fire Suppression System.

Such service shall consist of the following:

Place fire extinguishing system-locking bar on fire system when servicing hood.

1. Remove charging cartridge, inspect gasket for cuts and elasticity, coat gasket with extreme temperature grease and reinstall.
2. Remove tank, verify chemical is at proper level, clean and coat O-ring with extreme temperature grease and reinstall.
3. Check all nozzles to ensure they are free of cooking grease buildup.
4. Test the remote manual pull station for activation and wear.
5. Install test link and cut to simulate automatic actuation.
6. Clean and inspect fusible links.
7. Inspect wire rope for wear at pulleys and detectors and replace if necessary.
8. Record maintenance date and maintain in a permanent file.

ANNUAL FIRE SUPPRESSION SYSTEM SERVICING:

Same as Semi-Annual but all fusible links must be replaced with new fusible links.

Maintenance Schedule

MAINTENANCE LOG				
Procedure:	Daily	Quarterly	Semi-Annually	Annually
Clean baffle filter	√			
Clean wire mesh Filter.	√			
Replace Charcoal filter.		√		
Interior hood cleaning.		√		
Exterior hood cleaning.		√		
Fire suppression system servicing.			√	√

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 your purchase of any goods, materials, equipment, or items (collectively “**Products**”) from North American Kitchen Solutions, Inc. (“**NAKS**”). These Terms, together with any Product manual, any Product installation and maintenance instructions, any invoice issued by NAKS, 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 and NAKS for Products purchased by you from NAKS. By: (i) agreeing to purchase the Products (by issuance of a purchase order or otherwise), (ii) receiving the Products, or (iii) making any payment for the Products, whichever comes first, you shall be deemed to accept these Terms. 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 shall be deemed accepted by NAKS if NAKS confirms acceptance in writing or delivers the Products, whichever comes first. After acceptance of an Order, you may not cancel the Order.

2. **Pricing.** The price for NAKS’ 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 the original Order.

3. **Sales and Similar Taxes.** NAKS’ prices do not include sales, use, excise, or similar taxes or tariffs. Present or future sales, use, excise, or other similar tax or tariff applicable to the sale of Products shall be paid by you, unless an acceptable tax exemption certificate is provided to NAKS.

4. **Payment.** Except as otherwise provided herein or in the applicable invoice, all payments for Products 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. NAKS reserves the right to require full or partial payment in advance of any delivery if, in NAKS’ judgment, your financial condition does not justify continuation of manufacture or shipment. Pro-rata payments are due as shipments are made. Orders which contain multiple Products may be shipped in multiple deliveries, and each shipment or delivery shall constitute a separate sale, subject to the payment terms set forth herein, and the failure to ship any Product shall not constitute a default of the entire Order.

5. **Return Policy.** For Products that are custom manufactured to a customer's specification, ALL SALES ARE FINAL, and NAKS does not accept any returns or issue any refunds, subject to the warranty protections set forth below. NAKS may, in its sole and reasonable discretion, accept the return of non-custom Products, subject to a restocking fee of 30%, and all shipping costs are your responsibility. No Products may be returned without a Return Goods Authorization ("**RG**A"). You must request an RGA within 30 days of receipt of the Products, and you must ship to NAKS any Products within 14 days of receipt of the RGA. Any Products not received within such 14-day period will not be eligible for any credit.

6. **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, with risk of loss transferring to you upon delivery to the carrier. 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 because of the delay.

7. **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.

8. **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 all applicable safety devices, including, but not limited to weather covers and guards for motor and V-belt drives, couplings, shafts, and bearings, along with inlet and outlet screens (collectively, "**Safety Devices**"). All Safety Devices are optional and priced separately from the Products as noted in the applicable price list. You represent and warrant that you are knowledgeable about the Products and have determined which, if any, Safety Devices to acquire. Other than the recommendation set forth above, NAKS disclaims any liability with respect to any specific recommendations for Safety Devices for any particular Products. Use of Products ordered without applicable Safety Devices is at your sole risk, and you agree you are liable for any losses resulting from the lack of or incorrect usage of such Safety Devices.

9. **Title; Security Interest.** 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. Until payment is made in full, you grant NAKS a security interest in the Products and authorize NAKS to file any necessary financing statements to evidence such security interest. Upon payment in full, such security interest shall terminate and you are authorized to file any termination statement evidencing the same.

10. **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). 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.

11. **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.

12. **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, pandemic, epidemic, 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.

13. **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.

14. Product Warning.

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. **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. You shall comply with all local and national safety codes including the National Electrical Code (NEC) and National Fire Protection Act (NFPA). By accepting these Terms, you agree to, at a minimum, take the precautionary steps outlined herein or in any Order documents, and the failure to do so shall be at your own risk and you shall be solely liable for any losses arising therefrom.

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.

15. LIMITED WARRANTY; LIMITATIONS.

WARRANTY AND DISCLAIMER. This limited warranty extends to you, as the original purchaser, and 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. Without limiting the foregoing, you are solely responsible for determining the suitability of the Products for your intended application and for ensuring that the installation, integration, and use of the Products (including with any third-party components, accessories, or systems) complies with all applicable safety standards, laws, regulations, codes, and industry practices.

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.

NAKS' sole responsibility for any warranty claim shall be to 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.

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. NAKS shall not be liable for any defect, failure, or non-performance of products manufactured by others, or for any damages or losses arising from or relating to the installation, integration, or use of the Products in combination with any third-party products, components, accessories, or systems.

To the extent not prohibited by the manufacturer's warranty, NAKS shall pass to you such manufacturer's warranty.

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.

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.

16. Warranty Claims. 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 warranty 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 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.

17. LIMITATION OF LIABILITY; INDEMNIFICATION. NAKS' cumulative liability to you and any other persons for all claims in any way relating to or arising out of the Products or the Order (including the Safety Devices), 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 in this Section 17. NAKS makes no warranty to anyone for any products not manufactured by it and shall have no liability for any use, installation, modification, integration, or combination of any products (whether manufactured by NAKS or other manufacturers) that is not specifically authorized by NAKS in the applicable Order, Product documentation, or written instructions. You acknowledge the various warnings, notices, and instructions provided by NAKS regarding the Products, Safety Devices, and their installation, integration, and use.

To the fullest extent permitted by applicable law, you shall indemnify, defend, and hold harmless NAKS, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, suits, actions, losses, liabilities, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court or arbitration costs) arising out of or relating to: (a) your or any end user's installation, operation, integration, modification, or use of the Products or any Safety Devices in a manner not expressly authorized by NAKS; (b) your failure, or the failure of any end user, to comply with these Terms, the Product manuals, warnings, safety instructions, or any applicable laws, regulations, or codes (including, without limitation, NEC and NFPA requirements); or (c) any bodily injury (including death), property damage, or economic loss caused in whole or in part by acts or omissions of you, your employees, contractors, or end users in connection with the Products or Safety Devices.

Your obligations under this Section 17 are independent of any insurance maintained by you or by NAKS, shall apply regardless of whether any claim is alleged to have been caused in part by NAKS, and shall survive delivery, installation, payment, and any expiration or termination of the Order.

18. 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.

19. Insurance. You shall, at your own expense, maintain commercially reasonable insurance coverage (including general liability and products liability coverage) with limits appropriate to the nature of your business and use of the Products, and shall name NAKS as an additional insured on such policies upon NAKS' request.

20. 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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