

INSTRUCTION MANUAL

Ovens



IF REPLACEMENTS PARTS ARE NEEDED,

be sure to give the model number when ordering, including prefix and suffix letters.

PLEASE RETAIN THIS MANUAL FOR FUTURE REFERENCE

Model # _____ Serial # _____

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|---|
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| Terms And Conditions of Sale |
| Limited Warranty |

Congratulations on your selection of this piece of cooking equipment. Over the years we have developed what we consider to be the finest equipment on the market today.

Please read these instructions before attempting installation. Set up and start up should be performed by a qualified service professional, electrician and someone considered a professional in the installation of such equipment or all the terms and conditions in our Limited Warranty will be rendered void. If in doubt, call lan at 1.419.625.4514 for the nearest Service Agency.

Retain this manual for future use.



FOR YOUR SAFETY

Do not store or use gasoline or other flammable vapors or liquids in the vicinity of this or any other appliance.



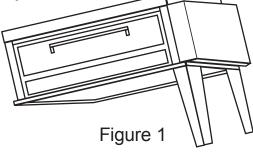
WARNING

Improper installation, adjustment, alteration, service or maintenance can cause property damage, injury or death. Read the installation, operating and maintenance instructions thoroughly before installing or servicing this equipment.

SET UP INSTRUCTIONS (All Floor Model Ovens)

1. Uncrate Oven

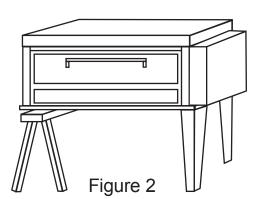
Check to be sure owners manual, handles and legs and brackets (required for stacked units) are packed inside. Check unit for possible damage during transit. Notify us immediately if any damage is found.



2. Place oven in its permanent location.Level unit using the adjustable legs provided.

3. Leg Installation

Mount legs on the side of the unit while blocked, (refer to Figure 1). NOTE: Ovens can be lightened by removing shelves and baffles, if desired. Each leg has four mounting bolts, packed inside oven. After completing Step 1, proceed to the other two legs. (refer to Figure 2)



4. For double or triple stacks

Locate the stacking brackets and legs with each unit.



5. Minimum Clearance

6" from sides and rear from combustible and non-combustible construction.

ELECTRICAL HOOK-UP

- **1.** With oven in place, have a qualified electrician permanently wire unit.
- **2.** Each unit comes with calrod elements. Check rating plate for amperage load to determine wire size for proper installation.
- **3.** Counter models can be 120V or 220V. Floor models are 220V, single (standard) or three phase (optional).
- **4.** Access to hook-up is located on the back cover. Remove top portion to reveal terminal block for hook-up.
- **5.** Be sure to use a separate case ground.

VH SERIES OPERATING INSTRUCTIONS

BURN OFF

Please note: For the first hour of operation the "burn off" will occur. The unit will smoke considerably during this period. Burn off is oil residue and insulation break in. Allow for good ventilation during this time. There is no danger if you follow these directions and proceed with care and caution.

1. Turn on toggle switch

2. Set controller for desired temperature

Industrial 0 to 500 degrees Bake 0 to 550 degrees Pizza 0 to 650 degrees

3. Allow at least one (1) hour for preheat. A longer preheat is better for complete stabilization of your unit.

4. VH30 and VH50 Models

Your oven is equipped with a variable power control for the top deck only. Set controller for desired temperature and adjust the top to balance top and bottom decks as needed.

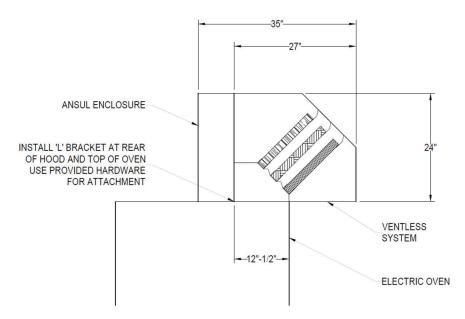
- **5.** To learn how to use this feature, start by setting the top heat control at 10 and reduce to balance.
- **6. Turn off toggle to shut down unit.** Cooling fan may run until a safe controller temperature is reached. It will then shut down automatically.

^{*} Press ENTER when setting or changing temperature

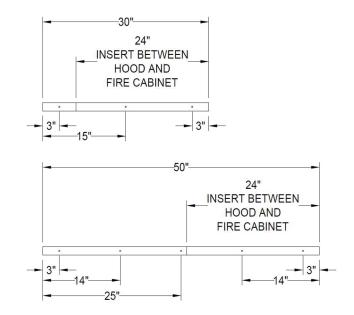
VENTLESS SYSTEM INSTALL

The Ventless System is used to allow the oven to be used as a Ventless Assembly under UL-710B

• In accordance with the system's listing, the hood system is to be mounted as follows:



• Bracket and hardware locations:



VH SERIES TROUBLESHOOTING GUIDE

| PROBLEM | CAUSE | REMEDY |
|----------------------------|---|---|
| Unit on, but will not heat | One or more elements not working | Replace bad elements |
| | Loss of one or more legs of power source | Call electrician to restore power |
| | Bad solid state relay (SSR) | Replace |
| Unit power is off | Toggle switch off | Turn on |
| | Unit in high limit shut down | Controller bad SSR stuck Replace |
| | Fan not working In Fan Limit shut down | Clean fan or replace |
| | Blown Fuses | Call service tech or electrician for assistance |
| Fan is off | Bad fan | Replace |
| | Bad fan switch | Replace |
| | Blown fuses | Call for assistance |

VH SERIES SUGGESTED MAINTENANCE

DAILY Wash all exposed cleanable areas.

MONTHLY Clean around lower front and fan for accumulation

of lint, dirt, or grease.

OVEN INTERIOR The interior of your unit is aluminized steel and must

be treated with care. Clean by using mild detergents

and a brillo type pad. Best to remove spillage immediately to avoid carbonizing of the spill. DO NOT USE CHEMICAL CLEANERS, such as "Easy Off", as this type of cleaner will damage the

aluminized coating.

OVEN EXTERIOR Wipe with dampened cloth and a mild detergent.

Do not use abrasives on oven finish or it will scratch.

STAINLESS STEEL To remove normal dirt, grease, use mild detergent

applied with a sponge or cloth. Dry thoroughly.

PIZZA DECKS Pizza stones must be treated with care.

Clean with a deck brush that can be purchased from any food service equipment dealer. Wipe with a well wrung damp cloth to remove dust or residue. DO NOT

CLEAN WITH WATER! Decks will crack.



IMPORTANT

Clean your fan periodically. Dirty fans will cause shutdowns to protect the unit's controller.

VH SERIES PARTS REPLACEMENT INSTRUCTIONS

CONTROLLER Disconnect from power

Remove screws on lower front to access control

Remove controller and mount replacement

Carefully reattach wires to the proper terminals

SOLID STATE RELAY Disconnect from power

Remove back cover

Remove relay and mount replacement

Carefully reattach wires to the proper terminals

CALROD ELEMENTS Disconnect from power

Remove back cover

Remove wires from desired element

Open door, remove fasteners and remove stone

and steel deck Remove elements Reverse procedure

COOLING FAN Disconnect from power

> Remove screws on lower front to access fan Remove fan and mount replacement fan Unplug old fan and plug in new fan

Replace front

DOOR HINGE PINS Hinge assembly is fastened to door frame

Remove door weights, both sides

Remove screws and move door forward enough

to slide hinge pin clear of frame

Insert new pin and mount to frame using new

screws provided

Old units may require drilling out the screw

heads and drilling new holes

In this case, you may have to rotate hinges

VH30 ELECTRONIC MODELS PARTS LIST

| The state of a sector Hear |
|--|
| Electronic controller |
| Toggle switch |
| Fuse holders |
| Fuses |
| Cooling Fan - 3" 220V |
| Fan Guard |
| Fan Control switch(PEPI C) |
| Thermocouple |
| SSR |
| Terminal Block |
| Calrod elements 220V |
| 2000W Heating elements 220V |
| Oven Door Complete with Handle (Stainless) |
| Stainless Steel Lower Front Panel |
| Door Handle |
| Hinge Pin Assembly (Sold in Pairs!) |
| 1/2" Pizza Decks (3 required) |
| Lower Heater Holder and Baffle |
| Peerless Nameplate |
| Instruction Manual |
| Back Cover |
| 4" Legs(set of 4) |
| Oven Door weights |
| High Limit (360°) Synsys |
| Fan limit switch(PEPI C) |
| |
| |
| |

VH50 ELECTRONIC MODELS PARTS LIST

| PART# | DESCRIPTION |
|---------|--|
| VHI01 | Electronic controller |
| VHI02 | Toggle switch |
| VHI03 | Fuse Holders |
| VHI04 | Fuses |
| VHI05 | Terminal Block |
| VHI06 | Calrod Heater |
| VHI07 | Cooling Fan |
| VHI08 | Fan Guard |
| VHI09 | SSR |
| VHI10 | Thermocouple for Electronic Controller |
| VHI11 | Upper SSR |
| VHI12 | Potentiometer |
| VH∣13 | Potentiometer Knob |
| VHI14-A | Fan Switch |
| VHI14-B | Fan Limit Switch |
| VH∣15 | Inside Lower Front |
| VHI16 | Lower Heater Holder and Baffles |
| VHI17 | Oven Door Complete with Handle (Stainless) |
| VHI18 | Hinge Pin Assembly (Sold in Pairs!) |
| VHI19 | Oven Door Weights |
| VHI20 | Oven Door Gasket |
| VHI21 | Oven Door Handle |
| VHI22 | Stainless Steel Lower Front Panel |
| VHI23 | 7" Legs (Set of 4) Black |
| VHI24 | 18" Legs (Set of 4) Black |
| VHI25 | 28" Legs (Set of 4) Black |
| VH∣26 | 1" Pizza Deck (1- 2Pcs. Deck) P models |
| VHI27 | Steel Deck B Models |
| VHI28 | Peerless Nameplate |
| VHI29 | Stainless Steel Front Trim |
| VHI30 | Instruction Manual |
| VHI31 | High Limit |
| VHI32 | Back Cover |

DTB TEMPERATURE CONTROLLER



* ENGLISH *

Precautions

DANGER! Caution! Electric Shock!

- Do not allow dust or foreign objects to fall inside the controller to prevent it from maitunctioning.
 Naver modify or disassemble the controller.
 This controller is an open-type unit and must be placed in an enclosure away from high temperature, humidity, dripping water, corrosive materials, airborne dust and electric shock or vibration.
 Wall at least one minute after power is disconnected to allow capacitors to discharge, and please do not touch any internal circuit within this period.

PID mode selection; any one of 4 groups PID modes $\{n=0~~3\}$ can be selected. When n=4, program wilt automatically select f group PID that is most useful for target temperature.

when in analog output!*

Press will be return to barget temperature.

"f Scale = 2.8uA = 1.3mV for tuning output value

Press and, return to input type setting

Initial Setting Mode Stop bit setting

ELSON.

Operation Mode

Regulate upper-first of analog

Regulation Mode

output value (The setting is displayed

output value (The setting is displayed

m Display, LED & Pushbuttons



OUTTOUTZ: Output LED

IS Select & solup keys

F. R. Celsius & Fahrenhelt LED

ALM: ~ ALM3: Afarr output LED

IS IS I Digit adjustment keys AT: Auto-funing LED PV: Present value SV: Set value

Ordering Information

DTB (112)(3)(4) (5)(6) (7)-(8)

| DTB Series | OTB: Delta & Series Temperature Controller | |
|-----------------------|--|-----------------------------|
| [112][3]]] | # 4824: 1/32 DIN W48 × H24mm | * 4895: 1/8 DIN W48 × HS6mm |
| Panel size (W×H) | = 4848: 1/16 DIN W48 × H48mm | * 9595; 1/4 DIN W96 × H95mm |
| | R: Retay output, SPDT (SPST: 1/16 DIN and 1/32 DIN size), 250VAC, 5A | 1/32 DIN size), 250VAC. 5A |
| [5] 1" outbut owen | V: Voltage pulse output, 14V +10%20% (Max. 40mA) | Max. 40mA) |
| selection | C: DC current output, 4 - 20mA | |
| | L: Linear voltage output, 0 ~ 5V, 0 ~ 10VDC | |
| (S) 2" output group | R: Relay output, SPDT (SPST, 1/16 DIN and 1/32 DIN size), 250VAC, 5A | 1732 DIN size), 250VAC, 5A |
| selection | V: Voltage pulse output, 14V +10%20% (Max. 40mA) | Max. 40mA) |
| Common | None: No EVENT input, No CT (Current transformer) | haformer |
| [Z] EVENT inputs / CT | E: EVENT input is provided, No CT (Current transformer) | transformer) |
| function (optional) | T. CT (Current transformer) is provided, No EVENT input | EVENT input |
| | V: Valve control. | |
| | Manual A 2000 A 2000 A 2000 A | |
| 191 Power supply | None: AC 100 - 240V, D; DC24V | |

Note 1: DTB4804 series; no optional function provided and no extra alarm output supported, but user can set 2nd output as alarm mode.
Note 2: DTB4848 series; only one alarm outbut when optional function supported, but user can set 2nd output as 2nd alarm output.
Note 3: "Valve control" with feedback selection is only available for DTB4896RRV, DTB8996RRV.

Specifications

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| | 44 | : 2 | tu | 16 | 5 | 10 |
| - | 4 | line x 4 character 7-segment LED disp | Process value (PV): Red; Set point (SV): Green | Thermocouple: K, J, T, E, N, R, S, B, L, U, TXK | 3-wire Platinum RTD: Pt100, JPt100 | C |
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| - | AC100 - 240V, 50/60Hz; DC24V±10% | 2 line x 4 character 7-segment LED display | - | - | 3-wire Platinum RTD: Pt100, J | Analog Greet 0 - 5V 0 - 40V 0 - 30 m h 4 - 30 m h 0 - 20 m h |
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| - | white | | | | | 11.17. |
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| | Input vol | Diaman | | -20/- | Sensor | |
| | Input vol | Diamay | | -20/- | Sensor | |

| Su3 PID setting: n=3 | Press (2) Proportion tand setting: n=3 etting: n=0 C3 T4 setting: n=3 cetting: n=0 C6 T4 setting: n=3 | D E | 8 | patiem Press Mario retum | M Alarm Outputs There are up to three groups of alarm outputs and each group allows thinteen alarm types in the initial setting mode. The alarm output is activated whenever the process temperature value (FV) is getting higher or lower than the set point of alarm finit. | The second secon |
|----------------------|---|--|--|--|---|--|
| D setting: n=0 | Press To Setting: n=0 CELT To setting: n=0 CELT To setting: n=0 | Press (FE), return to PIO doviation settin 105 in ESIE: parameter. The following 12669 Edit temperaturs of stop No.0 | Press To Press To Press To Peass To Peass Pool of patter No.0, Unit https://www.setstep.No.07 in order SGO Edit temperature of stop No.7 | of pattern No.9 ELECT Edit time of step No.7 of pattern No.0 Press and to set actual step No. | s and each group allows thirteel ass temperature value (PV) is ge | Alarm type disabled |
| Selete n=0-4 | | Pattern and step editing selection; edit Mino pattern No. 0. 23.50 Select desired editing pattern Efficiency editing pattern Efficiency select desired editing pattern of equals. | Press First Training selection Back pattern and step editing selection NK Sc | o set | M Alarm Outputs There are up to three groups of elem output elem output is activated whenever the proces | Set value 0 Alarm function disabled |

| CANADA VOA | The same of the sa | DATE OF THE | | | |
|------------|--|-------------|---------------------------------------|---------------|--------|
| 0 | Alarm function disabled | | | | |
| 4jere | Deviation upper- and lower-limit | | 0.000 | | |
| ev | Deviation upper-fimit | | | | |
| 3 | Deviation lower-limit | | | | |
| 4 | Reverse deviation upper- and lower-limit | X-00° | | : | |
| ers | Absolute value upper-and lower-tenit | | | | |
| ග | Absolute value upper-firm | | | | |
| ۲- | Absolute value tower-firmit | | | | |
| ďζ | Deviation upper and lower-limit with standby sequence | ndby seq | aence | | |
| භා | Deviation upper-finit with standby sequence | Suce | | | |
| 10 | Deviation lower-fimit with standby sequence | 900 | | | |
| 444 | Hysterosis upper-limit alarm output | | | | |
| 2 | part | | | | |
| £ | GT atarm output | | * * * * * * * * * * * * * * * * * * * | | |
| 14 | When program control is end status, alarm output is ON. | rm output | NO SI | | er vod |
| 15 | When RAMP UP status happens to PID program control, alarm output is ON. | mesbord | control, atar | m output is O | Z |
| 16 | When RAMP DOWN status happens to PtD program control, afarm output is ON. | PID progra | arm controt, | afarm output | S ON. |
| 12 | When SOAK status franceing to PID proposes control status sectors to OM | Scales mont | o darrele ion | extens to ON | |

| | | A | Account. |
|---|--|-------------|----------------------------|
| | er scar | | |
| | sectos | | |
| į | 400 m | | |
| | RTD | | 1 |
| | latinum | | *********** |
| (appe) | le or Platinum RTD: 400 msec/per | | 2 |
| (selec | Thermocouple or Platinum RTD: 400 msec/per sca | | |
| al poin | Them | in | |
| decim | scan | 7 | , |
| 0 or 1 digit to the right of the decimal point (selectable) | Analog input, 150 msec/ per scan | 2 | 35% - 80% (non-condensing) |
| ne right | 50 ms | - 0,05+-0,0 | יוו-כםנו |
| get to u | nput 1 | S0 °C | 0% (nc |
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| ■ Operation | | The automorphism is the control of t |
|--|--|--|
| on Press (S) | Press. | for more from 3 sec. Initial Setting |
| Mode Press | Mode Press | |
| Regulation Mode | Operation Mode | Initial Setting Mode |
| NG RU | temperature set point | |
| Press and V groups PID modes (n=0-3). | Press (TV V | Press T V |
| When n=4, PID control is auto regulated. | Serial Start pattern setting | (Not display when in analog input) |
| (When PID control is ON and Tr=6, set | me | range |
| the value of PdoF.) **HES** Heating hysterosis setting | setting. | Set tower-limit of temperature |
| (Set in OWOFF control mode) | Selection. | range |
| (Set in ON/OFF control mode) | Opporter dates | Select control mode |
| control cycle setting | | loop output control |
| (Set in PiD control mode) | The state of the s | TAYAN ANALAMMATATA |
| output group | Coper-innt agam x | MAZINIM Alarm 1 mode satting |
| P value of 1" & 2" output | REEL Lower-limit starm 2 | Alarm 2 mode setting |
| group during dual loop output control P value of 2 rd output group=(P value of | | , |
| 1" output group x COEF | Kristi Upper-limit elem 3 | Alarm 3 mode seffino |
| (Set in Dual Loop output control mode) | | |
| signal of value | | Communication with function |
| feedback value | enabled OUE Display and adjust output value | enable/disable |
| close to full open | d adjust output value | C-00 |
| Upper-limit regulation of valve | of 2" output group C displays the current value being 1041 | 5 2 Communication band rate |
| output with feedback to controller | measured by CT, if the control output is | Sugges |

m Kowoo comminication

Supporting transmission speed: 2,400, 4,800, 9,600, (9,200, 38,400bps)
 Communication profocol: Modfous (ASCII or RTU)
 Function code: 03H to read the contents of register (Max. 8 words), 06H to write 1 (one) word into register, 02H to read the bits data (Max. 16 bits), 05H to write 1 (one) bit into register.

| Address | Content | Explanation |
|------------|--|--|
| 1000H | Process value (PV) | Measuring unit is 0.1, updated one time in 0.4 second |
| TOOTH | Set point (SV) | Unit is 0.1, "C or "F |
| \$002H | Coper-limit of lemoerature rance | The data content should not be higher than the temperature |
| | The same of the sa | เลนนูล |
| 1003H | Lower-limit of temperature range | The data content should not be lower than the temperature range |
| 1005H | Control method | 0: PID, 1: ON/OFF, 2: manual funing, 3: PID grogram control |
| 10061 | Heating/Cooling control selection | 0: Heating, 1: Cooking, 2: Heating/Cooling, 3: Cooking/Heating |
| 1007H | 1st group of Heating/Cooking control cycle | 0 ~ 99, 0.0.5 sec |
| 1008H | 2nd group of Heating/Cooling control cycle | |
| 100954 | PB Proportional band | 6,1 999.9 |
| TODAH | Ti integral time | 0 - 9,898 |
| 100BH | Td Derivative time | 0 - 0 - 0 - 0 |
| 1012H | Output value read and write of Cutput 1 | Write operation is valid under manual tuning mode only. |
| 1013H | Output value read and write of Output 2 | Write operation is valid under manual luning mode only. |
| 1016H | Temperature regulation value | .999 - +999, unit: 0,1 |
| 102AH | Reed LED status | b0 : Alm3, b1: Alm2, b2; °F, b3: °C, b4: Alm1, b5: OUT2, b6: |
| | | OUT1, 57: AT |
| 1028H | Read pushbuton status | bo: Set, bt. Select, b2: Up, b3: Down. O is to push |
| 102CH | Selfing lock status | 0 : Normal, 1: All setting lock, 11: Lock others than SV value |
| 102DH | | Unit: 0.1A. |
| Address an | id Content of Bit Register. (First bit of reading w | Address and Content of Bit Register. (First bit of reading will put into LSB, White data = FF00H for bit set, 0000H for bit clear) |
| 081114 | Temperature unit display selection | *Clinear input (defaut); 1, "F: 0 |
| 0813H | AT setting | OFF: 0 (default), ON: 1 |
| 0814H | Control RUN/STOP setting | 0: STOP, 1: RUN (default) |
| 0815H | STOP setting for PID program control | 6: RUN (default), 1: STOP |
| 0816H | Temporarily STOP for PID program control | 0: RUN (default), 1: Temporarity STOP |
| | | |

B Panel Cutout

| Rout (W * H) | 45mm*22mm | 45mm | m * 91,5mm | n Stmm | |
|--------------------------|-----------|------------|------------|--------|--|
| Model Penel cutout (W*H) | 450 | 4848 45mm* | | | |
| Model | 4824 | 4848 | 4896 | 9696 | |

m How to Set Up Current Input

An internal 249D precision resistor for the current input is built-in.

For normal input

LEG Data langth satting CASS Parity bit setting

ON ECUT Valve output with freedback

Lower-limit regulation of valve

output with feedback to confroller

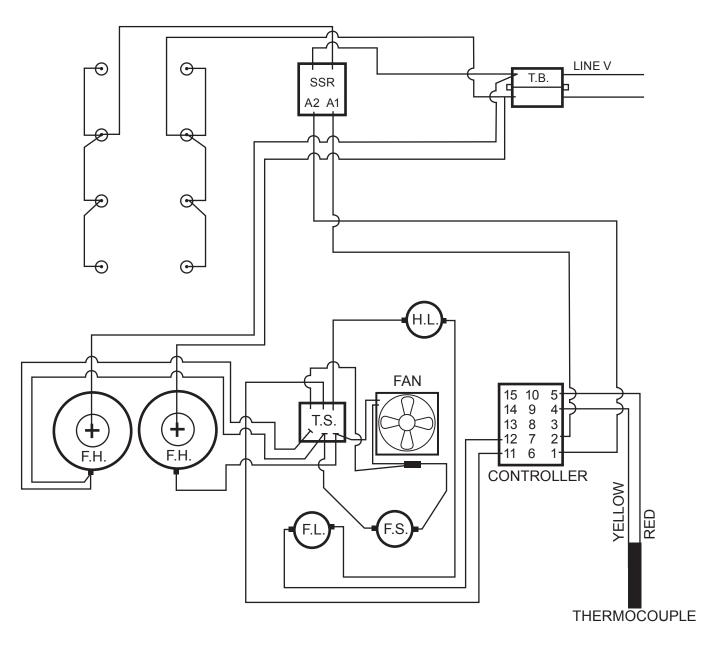
EXCER Regulate temperature deviation

VR DA value feedback of valve

Forcursh input (4 - 20mA, 0 - 20mA) A STATE OF THE MENGER

Download detailed operation instruction from Delta's website www.delta.com.lwilndustrialautomation

VH30 1 PHASE 220V WIRING DIAGRAM

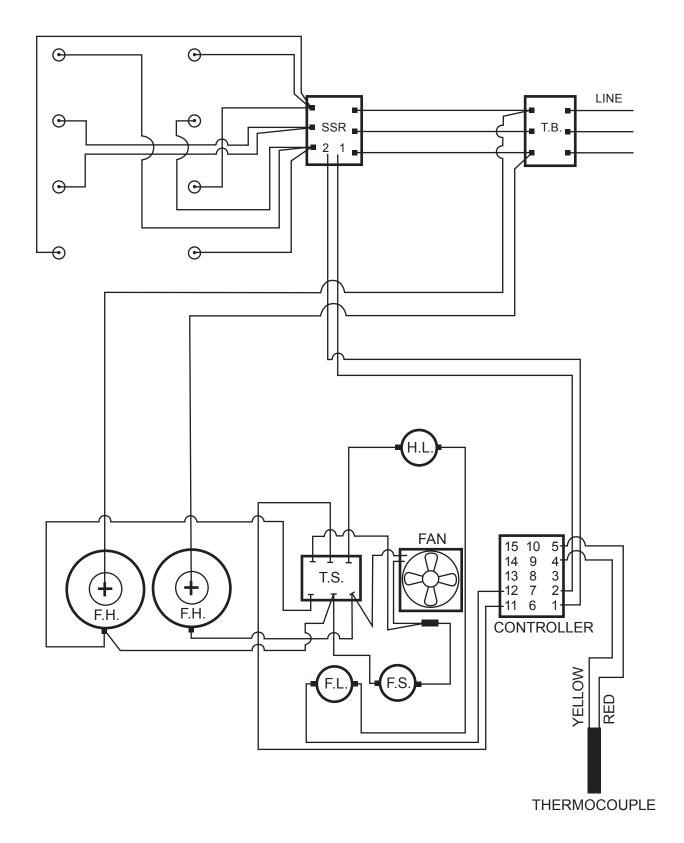


SSR RELAY

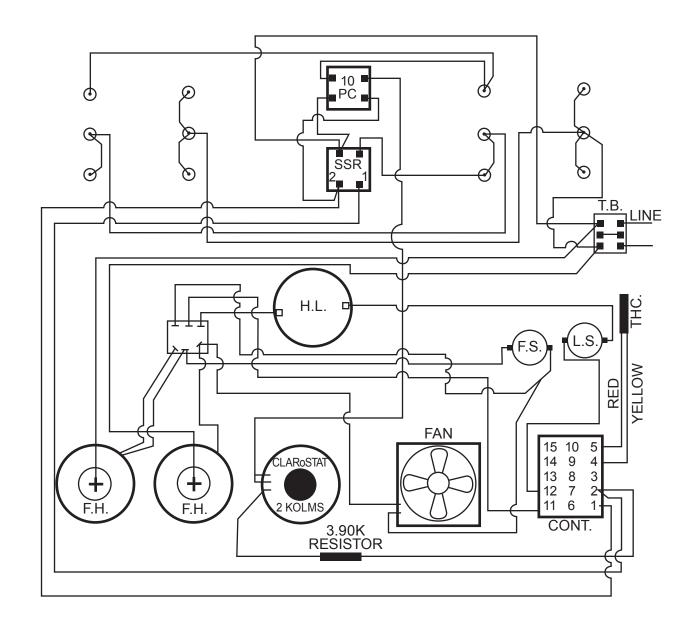
T.B. TERMINAL BLOCK

H.L. HIGH LIMIT
F.H. FUSE HOLDER
T.S. TOGGLE SWITCH
CONT. CONTROLLER
L.S. LIMIT SWITCH
F.S. FAN SWITCH

VH30 220V 3 PHASE WIRING DIAGRAM



VH50 1 PHASE 220V WIRING DIAGRAM



10 PC RELAY SSR RELAY

T.B. TERMINAL BLOCK

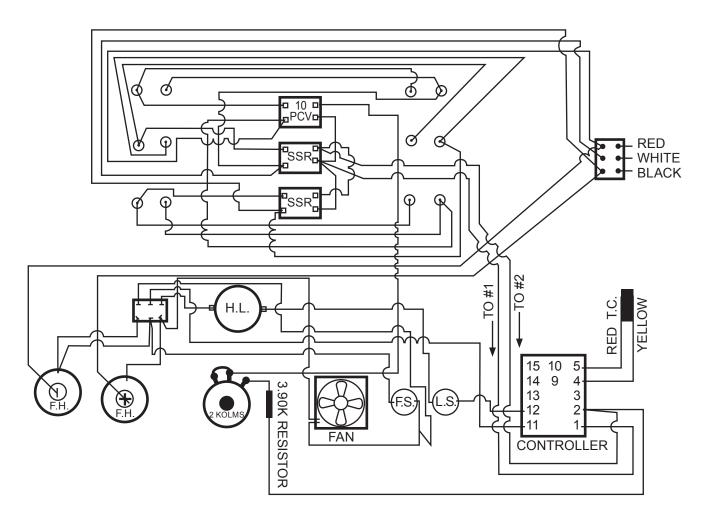
H.L. HIGH LIMIT

T.S. TOGGLE SWITCH F.H. FUSE HOLDER

CLAROSTAT

CONT. CONTROLLER THC THERMOCOUPLE

VH50 3 PHASE WIRING DIAGRAM



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. <u>Sales and Similar Taxes</u>. 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. <u>Free Shipping</u>. Free shipping offers are limited to standard shipping to the 48 contiguous United States.

- 7. <u>Delivery.</u> 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. <u>Changes</u>. 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. x
- 9. <u>Safety</u>. 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. <u>Title</u>. 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. <u>Governing Law.</u> 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. <u>Compliance with Law</u>. 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.
- 10. <u>Title</u>. 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. <u>Governing Law</u>. 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. <u>Compliance with Law</u>. 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. <u>Waiver</u>. 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. <u>Arbitration</u>. 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 one year from date of shipment 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.

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 one year 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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