

# LR Motor Shop Repairs

## **Job Number 101760**

Prepared for ARKANSAS INDUSTRIAL MACHINERY

3804 N. NONA ST NORTH LITTLE ROCK AR 72118

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AC Inspection as Found - Shop

AC Inspection - Rev. 2: 2021 / 06 1060619560

1.0



FolderID: 101760

FormID: 17665948



#### **AC Inspection as Found** ARKANSAS INDUSTRIAL MACHINERY

**3804 N. NONA ST** NORTH LITTLE ROCK, AR 72118

AC Inspection - Rev. 2

Location: Shop Serial Number: 2021 / 06 1060619560

Description:250 KW

Hi-Speed Job Number:	101760
Manufacturer:	WEG
Product Number:	10921152285
Serial Number:	2021 / 06 1060619560
HP/kW:	250 (kW)
RPM:	3585 (RPM)
Frame:	315L-02
Voltage:	460
Current:	372
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
J-box Included:	Complete
Coupling/Sheave:	Coupling
Date Received:	08/21/2023
Repair Stage:	Final

Priorities Found: 6 5 - High





3 - Good

#### **Overall Condition**

- Report Date
- Nameplate Picture



Photos of all six sides of the machine.

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4.	Describe the Overall Condition of the	Equipment as Received		
	Front end bearing came apart			
5.	Distance from the end of the shaft to the Coupling/Sheave inches			inches
-	0.405" off of shaft			
Initial	Mechanical/Electrical			
<ul><li>6.</li></ul>	Does Shaft Turn Freely?			(No) No
7.	Does Shaft Have Visible Damage?			(Yes) Yes
8.	Assembled Shaft Runout			
9.	Assembled Shaft End Play			
10.	Air Gap Variation <10%			
11.	Lead Condition			(P) Pass
12.	Lead Length			157 Inches
-	13 foot long			
13.	Lead Numbers			1-6
14.	Stator Temperature Detector Rating a	and Function		
	Quantity	Rating	Quantity Passed	
15.	3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	Quantity	Rating	Quantity Passed	
16.	Frame Condition			
	Fan Condition			(P) Pass
	Heater Quantity, Ratings			(1)1 400
	Quantity	Volts/Watts	Pass/Fail	
	Quartity	voito, vvatto	1 455/1 411	
19.	Broken or Missing Components			
Initial	Electrical Inspection			
20.	Insulation Resistance/Megger			0 Megohms
21.	Winding Resistance			
	1-2	1-3	2-3	
<b>2</b> 2.	Perform Surge Test			(F) Fail
23.	Number of Stator Slots			48
24.	Stator Condition			rewind
25.	Stator Thermistors/Ohms			

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26.	Stator Overloads/Ohms		
echa	anical Inspection		
27.	Drive End Bearing Brand		skf
28.	Drive End Bearing Number-		6314 c4
29.	Drive End Bearing Qty.		1
30.	Drive End Bearing Type		(Ball) Ball Bearing
31.	Drive End Lubrication Type		(Grease) Grease Lubricated
32.	Drive End Bearing Insulation	or Grounding Device?	
33.	Drive End Wavy Washer/Sn.	ap-Ring Other Retention Device?	bearing cap
34.	Drive End Bearing Condition		fail
35.	Opposite Drive End Bearing		skf
36.	Opposite Drive End Bearing		6314 c4
37.	Opposite Drive End Bearing	•	1
38.	Opposite Drive End Bearing	• •	(Ball) Ball Bearing
39.	Opposite Drive End Lubricat		(Grease) Grease Lubricated
40.		Insulation or Grounding Device?	
41.		/asher/Snap-Ring Other Retention Device?	springs and bearing cap
42.	Opposite Drive End Bearing Drive End Seal	Condition	fail
43.			
44.	Opposite Drive End Seal	iomotor	
45.	DE Sleeve Bearing Inside D		240 do masos
	0 degrees	120 degrees	240 degrees
46.	DE Sleeve Bearing Outside	Diameter	
	0 degrees	120 degrees	240 degrees
47.	DE Sleeve Bearing Housing	Inside Diameter	
	0 degrees	120 degrees	240 degrees
	9		_ 10 0.09.000
48.	DE Sleeve Bearing to Housi	ng Clearance	
	0 degrees	120 degrees	240 degrees
49.	ODE Sleeve Bearing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
50.	ODE Sleeve Bearing Outsid	o Diameter	
50.	-		240 degrees
	0 degrees	120 degrees	240 degrees
51.	ODE Sleeve Bearing Housin	ng Inside Diameter	
•	0 degrees	120 degrees	240 degrees
	9		
52.	ODE Sleeve Bearing to Hou	sing Clearance	
	0 degrees	120 degrees	240 degrees
otor	Inspection		
	Rotor Type/Material		(Squirrel Aluminum) Squirrel
00.	Notor Typo/Material		Cage Aluminum Die Cast
- 4	Growler Test		

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	55.	Number of Rotor Bars		
	56.	Rotor Condition		ask David
	-	Rotor has holes in it.		
	57.	7. List the Parts needed for the Repair Below		
	58.	Signature of Technician that Disassem	bled Motor	Trevor Hall
			1	
			7. //	
N	lecha	anical Fits- Rotor		
	59.	Shaft Runout		inches
	-	Cannot check. Shaft can either be welde	d and turned back down without warranty or we	e can make new shaft with warranty.
	60.	Rotor Runout		
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	61.	Coupling Fit Closest to Bearing Housing	-	
		0 Degrees	90 Degrees	120 Degrees
	62	Coupling Fit Closest to the end of the	Shaft	
	02.	O Degrees	60 Degrees	120 Degrees
		0 Degrees	oo Degrees	120 Degrees
	63.	Drive End Bearing Shaft Fit		
		0 Degrees	60 Degrees	120 Degrees
		2.755	2.755	2.755
	-	Bearing was welded to shaft		
	64.	Drive End Bearing Shaft Fit Condition		(F) Fail
	65.	Opposite Drive End Bearing Shaft Fit		
		0 Degrees	60 Degrees	120 Degrees
		2.7563	2.7563	2.7563
	66.	Opposite Drive End Bearing Shaft Fit (	Condition	(P) Pass
	67.			
		Drive End Air Seal	Opposite Drive End Air Seal	
R/	looba	nicel Fite Bearing Heusings		
IV		anical Fits- Bearing Housings  Drive End - Endbell Bearing Fit		
	00.	•	60 Degrees	120 Dogrado
		0 Degrees 5.9073	5.9072	120 Degrees 5.9072
		Oversized	3.5072	3.3072
	69	Drive End - Endbell Bearing Fit Condit	ion	(F) Fail
		Opposite Drive End - Endbell Bearing		(1,71 a
		0 Degrees	60 Degrees	120 Degrees
		5.9055	5.9065	5.907
	71.	Opposite Drive End - Endbell Bearing		(F) Fail
	-	Egg shaped		. ,
	72.	Bearing Cap Condition		
		Drive End Bearing Cap	Opposite Drive End Bearing Cap	
		fail	good	

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73.	End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
74.	List Machine Work Needed Below		
	Sleeve drive end bearing caps and slee	ve both endbells	
75.	Technician		Trevor Hall
	$ \sim $		
-			
Dynai	mic Balance Report		
76.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
77	Initial Balance Readings		
77.	Drive End	Opposite Drive End	
	5.176 2.14	opposite Bille Elia	
78.	Final Balance Readings		
	Drive End	Opposite Drive End	
	Technician		
Rewir		al	
80.	Core Test Results - Watts loss per Po Pre-Burnout	Post Burnout	
	Pre-Burnout	Post Burnout	
81.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
82.	Post Rewind Electrical Test- Insulatio	n Resistance	
83.	Post Rewind Polarization Index		
84.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
	Post Rewind Surge Test		
	Post Rewind Hi-Pot		
	Technician  Cause of Failure		
	Failure locations		
	Root cause of failure		
	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		
	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	<u> </u>	•	,,
92.	Coupling Fit Closest to Bearing House	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees

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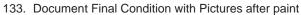
93.	3. Coupling Fit Closest to the end of the Shaft Post Repair		
	0 Degrees	60 Degrees	120 Degrees
			, and the second
94.	Drive End Bearing Shaft Fit Post Repa		
	0 Degrees	60 Degrees	120 Degrees
95	Opposite Drive End Bearing Shaft Fit	Post Renair	
00.	0 Degrees	60 Degrees	120 Degrees
	0 Dog. 000	00 D0g1000	120 Dog1000
96.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
07	Chaft Danair Cian off		
	Shaft Repair Sign-off  anical Fits- Bearing Housings - P	ost Ponair	
	Drive End - Endbell Bearing Fit Post F	-	
30.	0 Degrees	60 Degrees	120 Degrees
	o Dogicos	To Dogroos	120 Dogitoos
99.	Opposite Drive End - Endbell Bearing	Fit Post Repair	
	0 Degrees	60 Degrees	120 Degrees
100.	Bearing Cap Condition Post Repair	0 " D: E ID : 0	
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
101.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
102.	DE Sleeve Bearing Inside ID Post Rep		
	Measure 1	Measure 2	Measure 3
103	DE Sleeve Bearing Outside ID Post R	enair	
	Measure 1	Measure 2	Measure 3
104.	DE Sleeve Bearing Inside OD Post Re	epair	
	Measure 1	Measure 2	Measure 3
10F	DE Sleeve Bearing Outside OD Post	Panair	
105.	Measure 1	Repair Measure 2	Measure 3
	IVICASUIC I	IVICASUIC Z	IVICASUIC 3
106.	End Bell Repair Sign-off		
107.	ODE Sleeve Bearing Inside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
400	ODE Classes Description O. (11, 10, 5)	Deneir	
108.	ODE Sleeve Bearing Outside ID Post		Maggura 2
	Measure 1	Measure 2	Measure 3
109.	ODE Sleeve Bearing Inside OD Post	Repair	
	Measure 1	Measure 2	Measure 3

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110	110. ODE Sleeve Bearing Outside OD Post Repair				
110.	Measure 1	Measure 2	Measure 3		
	ivieasure i	iviedSure 2	Wedsule 3		
Assembly					
111. QC Check All Parts for Cleanliness Prior to Assembly					
	Photograph All Major Components price	-			
	Final Insulation Resistance Test	•			
114.	Assembled Shaft Endplay				
115.	Assembled Shaft Runout				
116.	Test Run Voltage				
	Volts	Volts	Volts		
117.	Test Run Amperage				
	Amps	Amps	Amps		
112	Drive End Vibration Readings - Inches	: Per Second			
110.	Horizontal	Vertical	Axial		
	Tionzoniai	vertical	Axiai		
119.	Opposite Drive End Vibration Reading	s - Inches Per Second			
	Horizontal	Vertical	Axial		
	Ambient Temperature - Fahrenheit				
121.	Drive End Bearing Temps - Fahrenhei				
	5 Minutes	10 Minutes	15 Minutes		
122	Drive End Bearing Temps - Fahrenhei	t 20-30 Minutes			
122.	20 Minutes	25 Minutes	30 Minutes		
	20 1/11/10/00	20 1/11/14/00	oo wiinatoo		
123. Drive End Bearing Temps - Fahrenheit 35-45 Minutes					
	35 Minutes	40 Minutes	45 Minutes		
404	<u> </u>	. 50.00 M			
124.	Drive End Bearing Temps - Fahrenhei		00 Min. (c.		
	50 Minutes	55 Minutes	60 Minutes		
125.	Opposite Drive End Bearing Temps - I	Fahrenheit			
	5 Minutes	10 Minutes	15 Minutes		
126.	Opposite Drive End Bearing Temps - I	Fahrenheit 20-30 Minutes			
	20 Minutes	25 Minutes	30 Minutes		
407	On a site Drive Ford Descripe Tenne	Tabasahait OF 45 Minutaa			
127.	Opposite Drive End Bearing Temps - I		45 Minutes		
	35 Minutes	40 Minutes	45 Minutes		
128.	Opposite Drive End Bearing Temps - I	Fahrenheit 50-60 Minutes			
	50 Minutes	55 Minutes	60 Minutes		
129.	Stator Temperatures- Fahrenheit				
	5 Minutes	10 Minutes	15 Minutes		

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130. Stator Tempera	130. Stator Temperatures- Fahrenheit 20-30 Minutes		
20 Minutes	25 Minutes	30 Minutes	
131. Stator Tempera	131. Stator Temperatures- Fahrenheit 35-45 Minutes		
35 Minutes	40 Minutes	45 Minutes	
132. Stator Tempera	132. Stator Temperatures- Fahrenheit 50-60 Minutes		
50 Minutes	55 Minutes	60 Minutes	
100 0 15	10 PC 20 DC 4		









134. Final Pics and QC Review



#### STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOOD AND/OR SERVICES

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- 2. PRICE. All quoted prices shall remain firm and binding for a period of thirty (30) days from the date of quotation or for the period specifically stated in the quotation. The price for any and all goods and/or services ordered or approved by Buyer after thirty (30) days from the date of any quotation are subject to any increase in price that may occur after the expiration of thirty (30) days from the issuance of the quotation and the date the Buyer releases any shipment.
- 3. SCOPE OF GOODS AND/OR SERVICES. The goods and/or services provided by Hi-Speed pursuant to any quotation shall be limited exclusively to those goods and/or services expressly identified therein. Hi-Speed does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in any quotation. Modifications, additions or deletions to or from the scope referenced in any quotation shall only bee effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
- **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buver agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
- 7. INSPECTION/ACCEPTANCE. All goods and services ordered pursuant to any quotation shall be subject to inspection by Buyer after delivery or performance to determine conformity with the quotation and/or purchase order and Hi-Speed's advertised or published specifications. Buyer shall have a period of thirty (30) days from shipment of goods at the delivery destination specified in the quotation within which to inspect the goods for conformity with the quotation, order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the quotation, purchase order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to Hi-Speed of any discrepancy, nonconformance or rejection, Hi-Speed shall have sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to Hi-Speed. Buyer shall notify Hi-Speed and arrange for the return of the goods as required. Should such non-conforming services be rejected Hi-Speed shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the warranty provisions herein.
- 8. WARRANTIES. Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

replace any defective or non-conforming goods in accordance with the applicable manufacturer's warranty. Warranty for any defective or incorrect parts is limited to the repair or replacement of those parts. Hi-Speed warrants that all services will conform in all material respects to the description of services identified in the quotation and will be performed in a good and workmanlike manner in accordance with industry practices and standards. Should the services be reasonably rejected or not conform with the foregoing warranties, Hi-Speed shall, at its sole cost, re-perform the defective or nonconforming services. Notwithstanding the foregoing, these warranties do not extend to goods or services to the extent that such goods have been subject to misuse, neglect or abuse not caused by Hi-Speed or have been used in violation of the approved written instructions furnished to Buyer. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HI-SPEED WITH RESPECT TO ALL GOODS SOLD AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. HI-SPEED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICLAR USE OR PURPOSE. BUYER WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY AT EQUITY OR LAW OR CAUSE THIS AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN AS SET FORTH HEREIN, REGARDLESS OF THE CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, GOODS LIABILITY, STRICT LIABILITY OR OTHERWISE.

- 9. <u>LIMITATION OF DAMAGES.</u> HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY.</u> The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. **GOVERNING LAW AND JURISDICTION.** Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. ABANDONED EQUIPMENT. Hi-Speed requires that Buyer promptly pick up or provide shipment instructions for Buyer equipment or other Buyer property in Hi-Speed's possession. If equipment or other Buyer property is left with Hi-Speed and not picked up within six (6) months after Hi-Speed's final action related to the applicable property (e.g. evaluation, teardown, estimate, completion of services), Hi-Speed will consider such property abandoned and may dispose of it in accordance with applicable law. Buyer agrees to hold Hi-Speed harmless for any damage or claim for such abandoned property and acknowledges that Hi-Speed may discard or recycle it at Hi-Speed's sole and absolute discretion. Specifically, Hi-Speed may sell Buyer's abandoned property at a private or public sale and retain the proceeds to offset Hi-Speed's storage, inspection and servicing costs. For the avoidance of doubt, Hi-Speed reserves its statutory and other lawful liens for unpaid charges related to abandoned property.
- 13. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance of any party of the quotation, purchase order or these Standard Terms and Conditions to the extent that such delays or failures are caused by fire, flood, earth quake, explosion, war, embargo, government requirement, civil or military authority, acts of God, or any other circumstances beyond its reasonable control and not involving any fault or negligence on the party affected ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other party's delay and inability to perform may elect to (i) terminate such order or part thereof, or (ii) suspend the order for the duration of the Condition, if the Buyer is the suspending party, buy elsewhere comparable material to be sold under the order and apply to any commitment the purchase price of such purchase, and resume performance of the order once the Condition ceases, with an option in the affected party to extend the period of this order up to the length of the time the Condition endures.
- 14. <u>NONWAIVER.</u> No course of dealing or failure of either party to strictly enforce any term, right, or condition of these Standard Terms and Conditions will be construed as a waiver of such term, right or condition. Any waiver by Hi-Speed will only be in writing and will waive no succeeding breach of a term, right or condition.
- 15. **ASSIGNMENT.** The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, (i) to any subsidiary, (ii) pursuant to other financing, merger or reorganization or (iii) pursuant to any sale or transfer of substantially all of the assets of the assigning party. These Standard Terms and Conditions shall bind the heirs, successors and assigns of the parties hereto.
- 16. NO INDIVIDUAL LIABILITY. Notwithstanding any other agreement to the contrary, the Buyer agrees that in no event will the Buyer hold and HI-Speed owner, director, officer or employee personally liable for unintentional tortious conduct or conduct that constitutes the breach of any contract between HI-Speed and the Buyer, even if the HI-Speed owner, director, officer or employee is or could be construed to be a party to such contract.