

LR Motor Shop Repairs

Job Number 101916

Prepared for 3M-Main Plant (10001)

310 Walter Road Little Rock AR 72216

Table of Contents

AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2: VZ.FC148659T1-1

1.0



FolderID: 101916

FormID: 18020577



MOTOR SHOP LR

VZ.FC148659T1-1

AC Inspection as Found 3M-Main Plant (10001)

AC Inspection - Rev. 2

Description: 200 HP TECO

310 Walter Road Little Rock, AR 72216

Serial Number:

Location:

Hi-Speed Job Number: 101916

Manufacturer: **TECO** Westinghouse **Serial Number:** VZ.FC148659T1-1

HP/kW: 200 (HP)

RPM: 886 (RPM) Frame: 5007B

Voltage: 460

Current: 249 Phase: Three

Hz: 60 (Hz)

Service Factor:

Enclosure: TEFC

1.15

J-box Included: None Coupling/Sheave: None

Date Received: 09/29/2023

Repair Stage: Final

Priorities Found: **4 - High**



8 - Good

Overall Condition

- Report Date
- Nameplate Picture



Photos of all six sides of the machine.































































4. Describe the Overall Condition of the Equipment as Received *Dirty*

		Dirty				
Ir	Initial Mechanical/Electrical					
	5.	Does Shaft Turn Freely?			(Yes) Yes	
	6.	Does Shaft Have Visible Damage?			(No) No	
	7.	Assembled Shaft Runout				
	8.	Assembled Shaft End Play				
	9.	Air Gap Variation <10%				
	10.	Lead Condition			(P) Pass	
	11.	Lead Length			18 Inches	
	12.	Lead Numbers			1-6	
	13.	Stator Temperature Detector Rating a	and Function			
		Quantity	Rating	Quantity Passed		
		244				
	14.	Bearing Temperature Detector Rating	and Function			
		Quantity	Rating	Quantity Passed		
	15.	Frame Condition			pass	
	16.	Fan Condition			(P) Pass	



17. Heater Quantity, Ratings			
Quantity	Volts/Watts	Pass/Fail	

18. Broken or Missing Components

Heater control box and terminal



Initial	Initial Electrical Inspection				
19.	Insulation Resistance/Megger			Megohms	
20.	Winding Resistance				
	1-2	1-3	2-3		
2 1.	Perform Surge Test			(P) Pass	



22.	Number of Stator Slots	
23.	Stator Condition	pass
24.	Stator Thermistors/Ohms	
25.	Stator Overloads/Ohms	
Mechanical Inspection		
26.	Drive End Bearing Brand	skf
27.	Drive End Bearing Number-	NU 324
28.	Drive End Bearing Qty.	1
29.	Drive End Bearing Type	(Roller) Roller Bearing
30.	Drive End Lubrication Type	(Grease) Grease Lubricated
31.	Drive End Bearing Insulation or Grounding Device?	
32.	Drive End Wavy Washer/Snap-Ring Other Retention Device?	grease block sleeve



34. Opposite Drive End Bearing Brand	
35. Opposite Drive End Bearing Number-	6320
36. Opposite Drive End Bearing Qty.	1
37. Opposite Drive End Bearing Type	(Ball) Ball Bearing
38. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
39. Opposite Drive End Bearing Insulation or Grounding Device?	
40. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	grease cavity sleeve and spanner nut
41. Opposite Drive End Bearing Condition	contamination

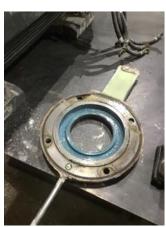


42.	Drive End Seal		
43.	Opposite Drive End Seal		
44.	DE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
45.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
46.	DE Sleeve Bearing Housing Inside Dia	ameter	
	0 degrees	120 degrees	240 degrees

	47	DE Sleeve Bearing to Housing Cleara	nce	
		0 degrees	120 degrees	240 degrees
		o degices	120 409.000	210 4091000
	48.	ODE Sleeve Bearing Inside Diameter		
		0 degrees	120 degrees	240 degrees
	49.	ODE Sleeve Bearing Outside Diameter	er	
		0 degrees	120 degrees	240 degrees
:	50.	ODE Sleeve Bearing Housing Inside I		
		0 degrees	120 degrees	240 degrees
	51	ODE Sleeve Bearing to Housing Clea	rance	
	01.	0 degrees	120 degrees	240 degrees
		o degrees	120 degrees	240 degrees
Ro	tor	Inspection		
	52.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
	53.	Growler Test		(Pass) Pass
	54.	Number of Rotor Bars		
		Rotor Condition		pass
	56.	List the Parts needed for the Repair B	elow	
		Heater box and terminal and bolts NU324 6320		
	57.	Signature of Technician that Disasser	nbled Motor	Cw
	57. L	Signature of Technician that Disasser	nbled Motor	Cw
	2	Signature of Technician that Disasser	nbled Motor	Cw
Me	L	M	nbled Motor	Cw
Me	C echa 58.	anical Fits- Rotor	nbled Motor	Cw
Me	C echa 58.	anical Fits- Rotor Shaft Runout	Rotor Body	Opposite Drive End Bearing
Me	cha 58. 59.	Anical Fits- Rotor Shaft Runout Rotor Runout	Rotor Body	
Me	cha 58. 59.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body	
Me	L echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi	Rotor Body ng 90 Degrees	Opposite Drive End Bearing
Me	L echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the	Rotor Body ng 90 Degrees Shaft	Opposite Drive End Bearing 120 Degrees
Me	L echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees	Rotor Body ng 90 Degrees	Opposite Drive End Bearing
Me	C echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the	Rotor Body ng 90 Degrees Shaft	Opposite Drive End Bearing 120 Degrees
Me	C echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees	Rotor Body ng 90 Degrees Shaft	Opposite Drive End Bearing 120 Degrees
Me	C echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit	Rotor Body ng 90 Degrees Shaft 60 Degrees	Opposite Drive End Bearing 120 Degrees 120 Degrees
Me	C echa 58. 59. 60.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit 0 Degrees	Rotor Body ng 90 Degrees Shaft 60 Degrees 60 Degrees	Opposite Drive End Bearing 120 Degrees 120 Degrees
Me	C echa 558. 559. 660.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit 0 Degrees 4.725 Drive End Bearing Shaft Fit Condition	Rotor Body ng 90 Degrees Shaft 60 Degrees 60 Degrees	Opposite Drive End Bearing 120 Degrees 120 Degrees 4.725
Me	C echa 58. 59. 60. 61. 62.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit 0 Degrees 4.725 Drive End Bearing Shaft Fit Condition	Rotor Body ng 90 Degrees Shaft 60 Degrees 60 Degrees	Opposite Drive End Bearing 120 Degrees 120 Degrees 4.725
Me	C echa 58. 59. 60. 61. 62.	Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit 0 Degrees 4.725 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit	Rotor Body ng 90 Degrees Shaft 60 Degrees 4.725	Opposite Drive End Bearing 120 Degrees 120 Degrees 120 Degrees 4.725 (P) Pass

66.	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
Mech	anical Fits- Bearing Housings			
67.	Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	10.237	10.237	10.237	
68.	Drive End - Endbell Bearing Fit Condi	tion		(P) Pass
69.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	8.46540000000001	8.46540000000001	8.465299999999999	
7 0.	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
71.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
-	Pass			









72. End Bell Air Seal Fits	
Drive End Air Seal	Opposite Drive End Air Seal
73. List Machine Work Needed Below	
Na	

74. Technician Cw

M	

Dy	Dynamic Balance Report					
	75.	Rotor Weight and Balance Grade				
		Rotor Weight	Balance Grade			
	76.	Initial Balance Readings				
		Drive End	Opposite Drive End			
	77	Final Balance Readings				
	,,.	Drive End	Opposite Drive End			
		Drive Life	Opposite Drive Life			
	78.	Technician				
Re	win	d				
	79.	Core Test Results - Watts loss per Po	und			
		Pre-Burnout	Post Burnout			
	80.	Core Hot Spot Test				
		Pre-Burnout	Post-Burnout			
	0.4	B (B) IEI () IT (I I I	B			
	81.		Resistance			
		Post Rewind Polarization Index				
	83.	Post Rewind Winding Resistance	4.0			
		1-2	1-3	2-3		
	84	Post Rewind Surge Test				
	85.					
		Technician				
		Cause of Failure				
		Failure locations				
		Bearings and heater terminal block and	heater box			
	88.	Root cause of failure				
		Contamination and heater box was rippe	ed off			
Me	cha	anical Fits- Rotor - Post Repair				
		Shaft Runout Post Repair				
	90.	Rotor Runout Post Repair				
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing		
		9	•	9		
	91.	Coupling Fit Closest to Bearing Housing	ng Post Repair			
		0 Degrees	90 Degrees	120 Degrees		
!	92.	1 0	·			
		0 Degrees	60 Degrees	120 Degrees		

93.	Drive End Bearing Shaft Fit Post Rep	air	
	0 Degrees	60 Degrees	120 Degrees
0.4	0 5 . 5 . 6 . 6 . 6 . 6 . 6		
94.	Opposite Drive End Bearing Shaft Fit	·	400 Damas
	0 Degrees	60 Degrees	120 Degrees
95.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - P	•	
97.	Drive End - Endbell Bearing Fit Post F		100 5
	0 Degrees	60 Degrees	120 Degrees
98.	Opposite Drive End - Endbell Bearing	Fit Post Repair	
	0 Degrees	60 Degrees	120 Degrees
		•	0
99.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
100	End Bell Air Seal Fits Post Repair		
100.	Drive End Air Seal	Opposite Drive End Air Seal	
	Dive End Air Gedi	Opposite Brive End Air Ocal	
101.	DE Sleeve Bearing Inside ID Post Re	pair	
	Measure 1	Measure 2	Measure 3
100			
102.	DE Sleeve Bearing Outside ID Post R	-	Manager 2
	Measure 1	Measure 2	Measure 3
103.	DE Sleeve Bearing Inside OD Post Ro	epair	
	Measure 1	Measure 2	Measure 3
104.	DE Sleeve Bearing Outside OD Post		
	Measure 1	Measure 2	Measure 3
105	End Bell Repair Sign-off		
	ODE Sleeve Bearing Inside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
107.	ODE Sleeve Bearing Outside ID Post	·	
	Measure 1	Measure 2	Measure 3
108	ODE Sleeve Bearing Inside OD Post	Renair	
100.	Measure 1	Measure 2	Measure 3
109.	ODE Sleeve Bearing Outside OD Pos	t Repair	
	Measure 1	Measure 2	Measure 3
Assen	nbly OC Chack All Parts for Cleanliness Pr	ionto Accombly	
170	THE LINGUE ALL PORTS FOR L'IDONINASS DI	IN IN ACCOMMIN	

110. QC Check All Parts for Cleanliness Prior to Assembly

111.	Photograph All Major Components p	rior to assembly			
	Final Insulation Resistance Test				
113.	Assembled Shaft Endplay				
114.	Assembled Shaft Runout				
115.	Test Run Voltage				
	Volts	Volts	Volts		
116	Test Run Amperage				
110.	Amps	Amps	Amps		
	Amps	Λιτίρο	Allips		
117.	Drive End Vibration Readings - Inches Per Second				
	Horizontal	Vertical	Axial		
118.	Opposite Drive End Vibration Readin	<u>-</u>			
	Horizontal	Vertical	Axial		
119.	. Ambient Temperature - Fahrenheit				
	Drive End Bearing Temps - Fahrenheit				
	5 Minutes	10 Minutes	15 Minutes		
121.	Drive End Bearing Temps - Fahrenh				
	20 Minutes	25 Minutes	30 Minutes		
122	. Drive End Bearing Temps - Fahrenheit 35-45 Minutes				
122.	35 Minutes	40 Minutes	45 Minutes		
	oc williated	TO THIM I LEG	10 1/11114160		
123.	Drive End Bearing Temps - Fahrenh	eit 50-60 Minutes			
	50 Minutes	55 Minutes	60 Minutes		
124	Opposite Drive End Bearing Temps - Fahrenheit				
124.	5 Minutes	10 Minutes	15 Minutes		
	3 Milliates	10 Militates	15 Millutes		
125.	Opposite Drive End Bearing Temps - Fahrenheit 20-30 Minutes				
	20 Minutes	25 Minutes	30 Minutes		
	Opposite Drive End Bearing Temps - Fahrenheit 35-45 Minutes				
126.	• • • • • • • • • • • • • • • • • • • •		45.00		
	35 Minutes	40 Minutes	45 Minutes		
127.	Opposite Drive End Bearing Temps - Fahrenheit 50-60 Minutes				
	50 Minutes	55 Minutes	60 Minutes		
128.	Stator Temperatures- Fahrenheit				
	5 Minutes	10 Minutes	15 Minutes		
129	Stator Temperatures- Fahrenheit 20-30 Minutes				
123.	20 Minutes	25 Minutes	30 Minutes		
	20 Milliates	20 Millatos	oo wiii iatos		
130.	Stator Temperatures- Fahrenheit 35-	45 Minutes			
	35 Minutes	40 Minutes	45 Minutes		

Hi-Speed Industrial Service disclaims all warranties, both express and implied, relating to the information, reports, opinions and analysis disclosed to the Customer by Hi-Speed. Hi-Speed shall not be liable for any errors or omissions, or any losses, injury or damages arising from the use of such information, reports, opinions and analysis by the Customer.

131. Stator Temperatures- Fahrenheit 50-60 Minutes				
50 Minutes	55 Minutes	60 Minutes		
132. Document Final Condition with Pictures after paint				
133. Final Pics and QC Review				



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

- 1. APPLICABILITY. The sale of any and all goods and/or services by Mock, Inc. d/b/a Hi-Speed Industrial Service ("Hi-Speed") shall be specifically conditioned upon and subject to the following terms and conditions which are incorporated by reference into any contracts and purchase orders with Hi-Speed, and which shall form and become a part of any agreement related thereto. Buyer's acceptance of any offer or quotation made by Hi-Speed for sale of any goods or services is expressly made subject to the terms and conditions set forth herein and to be so effective, Buyer need not sign or approve these Terms and Conditions to be bound hereunder provided a copy of same is provided to Buyer through any means. None of the terms and conditions contained herein may be added to, expanded, changed, modified, superseded or otherwise altered except as revised in writing and duly executed by Hi-Speed, and all orders received by Hi-Speed shall be governed only by the terms and conditions contained herein, notwithstanding any terms, conditions or provisions of any purchase order, release order, authorization or any other form issued by the Buyer. Hi-Speed hereby objects to any additional, modified, changed, deleted, altered or other terms and conditions not contained herein and notifies Buyer that any such terms or provisions are expressly rejected by Hi-Speed.
- 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. <u>WARRANTIES.</u> 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. <u>ABANDONED EQUIPMENT.</u> 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.