

LR Motor Shop Repairs

Job Number 101046

Prepared for ARKANSAS INDUSTRIAL MACHINERY

3804 N. NONA ST NORTH LITTLE ROCK AR 72118

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AC Recondition As Found - Shop

AC Recondition - Rev. 2: D17396735010001/2013

1.0



FolderID: 101046

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AC Recondition As Found ARKANSAS INDUSTRIAL MACHINERY

3804 N. NONA ST NORTH LITTLE ROCK, AR 72118

AC Recondition - Rev. 2

Location:

Shop Serial Number: D17396735010001/2013

Description:290KW SIEMENS 1800RPM

Hi-Speed Job Number:	101046
Manufacturer:	Siemens
Product Number:	1LA8 317-4PB91-Z
Serial Number:	D17396735010001/2013
HP/kW:	290 (kW)
RPM:	1488 (RPM)
Frame:	317
Voltage:	460
Current:	520
Phase:	Three
Hz:	50 (Hz)
Service Factor:	1.05
Enclosure:	TEFC
J-box Included:	Complete
Coupling/Sheave:	Coupling
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: 1 - High

7 - Good

Overall Condition

1. Report Date

Nameplate Picture





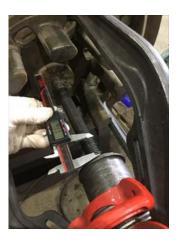
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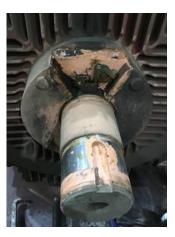










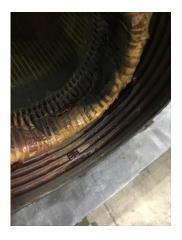


















	3.	Photos of all six sides of the machine.			
	4.	Describe the Overall Condition of the Equipment as Received			
		Good			
	5.	Distance from the end of the shaft to the Coupling/Sheave			
Init	tial	Mechanical/Electrical			
	6.	Does Shaft Turn Freely?	(Yes) Yes		
	7.	Does Shaft Have Visible Damage?	(No) No		
	8.	Assembled Shaft Runout	Inches		
	9.	Assembled Shaft End Play			
1	10.	Air Gap Variation <10%			
• 1	11.	Lead Condition	(P) Pass		
1	12.	Lead Length	12 Inches		
1	13.	Frame Condition	good		
• 1	14.	Fan Condition	(P) Pass		
1	15.	Broken or Missing Components	none		
Init	Initial Electrical Inspection				
1	16.	Insulation Resistance/Megger	0 Megohms		
1	17.	Winding Resistance			
		1-2 1-3	2-3		
• 1	18.	Perform Surge Test	(F) Fail		
	19.	Number of Stator Slots	Megohms		
		Stator Condition	rewind		
Me		anical Inspection			
2	21.	3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
2	22.	Drive End Bearing Number-	6218		
2	23.	Drive End Bearing Qty.	1		
2	24.	Drive End Bearing Type	(Ball) Ball Bearing		
2	25.	Drive End Lubrication Type	(Grease) Grease Lubricated		
2	26.	Drive End Bearing Insulation or Grounding Device?	ceramic bearing		
2	27.	Drive End Wavy Washer/Snap-Ring Other Retention Device?	labyrinth and snap ring		
2	28.	Drive End Bearing Condition	ok		
2	29.	Opposite Drive End Bearing Brand			
	30.	Opposite Drive End Bearing Number-	6218		
3	31.	Opposite Drive End Bearing Qty.	1		

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02.	Unnosite Drive End Rearing Type		(Ball) Ball Bearing	
33.	Opposite Drive End Bearing Type Opposite Drive End Lubrication Type		(Grease) Grease Lubricated	
	71		outer ground brush (Siemens)	
35.	Opposite Drive End Bearing Insulation or Grounding Device? Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?		inner cap with coil springs, outer labyrinth snap	
36.	Opposite Drive End Bearing Condition		fretting evident	
37.			none	
•	Opposite Drive End Seal		none	
	Inspection			
	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast	
40.	Growler Test		(Pass) Pass	
41.			56	
42.	Rotor Condition		good	
43.	List the Parts needed for the Repair B	Below		
	2 - 6218 ceramic bearings. Aegis ring, 24 - thermistors			
44.	Signature of Technician that Disasser	mbled Motor	David Maclin	
	anical Fits- Rotor			
	Shaft Runout			
46.	Rotor Runout			
	Drive End Bearing Fit			
	Drive Life Bearing Fit	Rotor Body	Opposite Drive End Bearing	
47.		•	Opposite Drive End Bearing	
47.	·	•	Opposite Drive End Bearing 120 Degrees	
47. 48.	Coupling Fit Closest to Bearing Housi 0 Degrees	ing 90 Degrees		
	Coupling Fit Closest to Bearing Housi 0 Degrees	ing 90 Degrees		
48.	Coupling Fit Closest to Bearing Housi O Degrees Coupling Fit Closest to the end of the	ng 90 Degrees Shaft	120 Degrees	
48.	Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees	ng 90 Degrees Shaft	120 Degrees	
48.	Coupling Fit Closest to Bearing Housi 0 Degrees Coupling Fit Closest to the end of the 0 Degrees Drive End Bearing Shaft Fit	90 Degrees Shaft 60 Degrees	120 Degrees 120 Degrees	
48.	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	90 Degrees Shaft 60 Degrees 60 Degrees 3.347	120 Degrees 120 Degrees 120 Degrees	
48. 49.	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 3.347	90 Degrees Shaft 60 Degrees 60 Degrees 3.347	120 Degrees 120 Degrees 120 Degrees 3.3471	
48. 49.	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 3.347 Drive End Bearing Shaft Fit Condition	90 Degrees Shaft 60 Degrees 60 Degrees 3.347	120 Degrees 120 Degrees 120 Degrees 3.3471	
48. 49.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit	90 Degrees Shaft 60 Degrees 60 Degrees 3.347	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51.	Coupling Fit Closest to Bearing Housi O Degrees Coupling Fit Closest to the end of the O Degrees Drive End Bearing Shaft Fit O Degrees 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit O Degrees	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469 Opposite Drive End Bearing Shaft Fit	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51. 52. 53.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467 Condition	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51. 52. 53.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467 Condition	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51. 52. 53.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467 Condition	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass	
48. 49. 50. 51. 52. 53.	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 3.347 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3469 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal anical Fits- Bearing Housings Drive End - Endbell Bearing Fit	90 Degrees Shaft 60 Degrees 60 Degrees 3.347 60 Degrees 3.3467 Condition Opposite Drive End Air Seal	120 Degrees 120 Degrees 120 Degrees 3.3471 (P) Pass 120 Degrees 3.3468 (P) Pass	

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56.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	6.3	6.3	6.3	
57 .			0.0	(P) Pass
_	Bearing Cap Condition			(.)
00.	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	Brive Eria Bearing Cap	opposite brive Life bearing cap		
59.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
		· ·		
60.	List Machine Work Needed Below			
	None			
61.	Technician			David Maclin
/				
/	////)		
//				
Dynai	mic Balance Report			
62.	Rotor Weight and Balance Grade			
	Rotor Weight	Balance Grade		
	o de la companya de			
63.	Initial Balance Readings			
	Drive End	Opposite Drive End		
64.	Final Balance Readings			
	Drive End	Opposite Drive End		
	Taskaisiaa			
	Technician			
Rewir		vina d		
66.	Core Test Results - Watts loss per Po			
	Pre-Burnout	Post Burnout		
67	Core Hot Spot Test			
01.	Pre-Burnout	Post-Burnout		
	Danioat	. OSt Burnout		
68.	Post Rewind Electrical Test- Insulation	n Resistance		
69.	Post Rewind Polarization Index			
70.	Post Rewind Winding Resistance			
	1-2	1-3	2-3	
71.	Post Rewind Surge Test			
72.	Post Rewind Hi-Pot			
73.	Technician			
Root	Cause of Failure			
74.	Failure locations			
	Fretting on ODE bearing. Water contant	nination inside stator.		
75.	Root cause of failure			
	Stator shorted to ground on crown			

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Mechanical Fits- Rotor - Post Repair					
	Shaft Runout Post Repair				
	Rotor Runout Post Repair				
	Drive End Bearing Fit Rotor Body Opposite Drive End Bearing				
	Prive the Bearing Fit Polor Body Opposite Brive the Bearing				
78.	Coupling Fit Closest to Bearing Housing Post Repair				
	0 Degrees	90 Degrees	120 Degrees		
79.	Coupling Fit Closest to the end of the	·			
	0 Degrees	60 Degrees	120 Degrees		
80	Drive End Bearing Shaft Fit Post Rep	air			
00.	0 Degrees	60 Degrees	120 Degrees		
	o Degrees	00 Degrees	120 Degrees		
81.	Opposite Drive End Bearing Shaft Fit	Post Repair			
	0 Degrees	60 Degrees	120 Degrees		
			_		
82.	Shaft Air Seal Fits Post Repair				
	Drive End Air Seal	Opposite Drive End Air Seal			
00	Ohatt Danasia Oisea att				
	Shaft Repair Sign-off	ant Dannin			
	anical Fits- Bearing Housings - P	•			
84.	Drive End - Endbell Bearing Fit Post I		120 Degrees		
	0 Degrees	60 Degrees	120 Degrees		
85.	Opposite Drive End - Endbell Bearing	Fit Post Repair			
	0 Degrees	60 Degrees	120 Degrees		
	9	ŭ	3		
86.	Bearing Cap Condition Post Repair				
	Drive End Bearing Cap	Opposite Drive End Bearing Cap			
07	E 15 114: 0 15: 5 15				
87.	End Bell Air Seal Fits Post Repair	0 " 0 " 5 14 0 1			
	Drive End Air Seal	Opposite Drive End Air Seal			
88.	8. End Bell Repair Sign-off				
Asser	· · ·				
	QC Check All Parts for Cleanliness P	rior to Assembly			
90.		,			
91.	Final Insulation Resistance Test				
92.	Assembled Shaft Endplay				
93.	Assembled Shaft Runout				
94.	Test Run Voltage				
	Volts	Volts	Volts		
95.	Test Run Amperage				
	Amps	Amps	Amps		

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96. Drive End Vibration Readings - Inches Per Second			
	Horizontal	Vertical	Axial
97.	7. Opposite Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
98.	98. Ambient Temperature - Fahrenheit		
99.	Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
100.	100. Opposite Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
101.	101. Document Final Condition with Pictures after paint		
102.	Final Pics and QC Review		

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- 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. 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.