

LR Motor Shop Repairs

Job Number 101939

Prepared for CoorsTek Inc.

3315 Boone Road Benton AR 72015

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AC Inspection as Found - LR MOTORSHOP

AC Inspection - Rev. 2

1.0



Hi-Speed Industrial Service 7030 Ryburn Dr Millington, Tn 38053 901-873-5300

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AC Inspection as Found CoorsTek Inc.

3315 Boone Road Benton, AR 72015

AC Inspection - Rev. 2

Location:

LR MOTORSHOP

Serial Number:

Description: 2 HP TEK MOTOR

Hi-Speed Job Number:	101939
Manufacturer:	Other
Product Number:	VIGM-2-3450-3-460-60
HP/kW:	2 (HP)
RPM:	3450 (RPM)
Voltage:	460
Current:	3.6
Phase:	Three
Hz:	60 (Hz)
Enclosure:	TENV
J-box Included:	None
Date Received:	10/03/2023
Repair Stage:	Final

Priorities Found: 8 - High

7 - Good

Overall Condition

- Report Date
- 2. Nameplate Picture



Photos of all six sides of the machine.







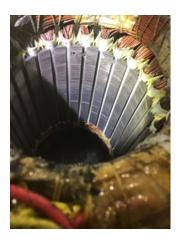








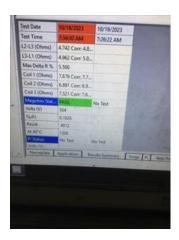




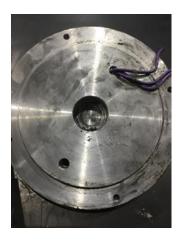


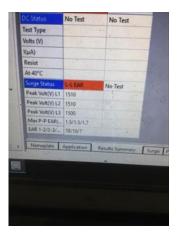














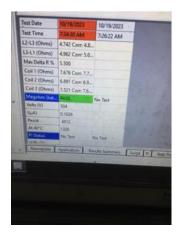




	4.	Describe the Overall Condition of the	Equipment as Received	
		Dirty		
	5.	Distance from the end of the shaft to	the Coupling/Sheave	inches
	-	Na		
In	itial	Mechanical/Electrical		
	6.	Does Shaft Turn Freely?		(Yes) Yes
	7.	Does Shaft Have Visible Damage?		(No) No
	8.	Assembled Shaft Runout		0.001 Millimeters
	9.	Assembled Shaft End Play		inches
	-	Na		
	10.	Air Gap Variation <10%		
	-	Na		
	11.	Lead Condition		(NA) Not Applicable
	-	Rewind		
	12.	Lead Length		6 Inches
	13.	Lead Numbers		1-3
	14.	Stator Temperature Detector Rating	and Function	
		Quantity	Rating	Quantity Passed
	-	Na		
	15.	3 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		Quantity	Rating	Quantity Passed
	_	A/-		
	40	Na Condition		
		Frame Condition		pass
		Fan Condition		(P) Pass
	18.	Heater Quantity, Ratings	\/-\t-\\\\\-\\\	Dags/Fail
		Quantity	Volts/Watts	Pass/Fail
	-	Na		
	19.	Broken or Missing Components		
	•	Na		
In	itial	Electrical Inspection		

20. Insulation Resistance/Megger

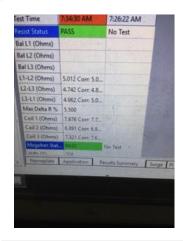




21. Winding Resistance

1-2 1-3 2-3

7.676 6.891 7.521



22. Perform Surge Test

(F) Fail

Good pattern but has core damage



23. Number of Stator Slots	24
24. Stator Condition	core damage
25. Stator Thermistors/Ohms	na

26.	Stator Overloads/Ohms	na
Mech	anical Inspection	
27.	Drive End Bearing Brand	na
28.	Drive End Bearing Number-	6205
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?	na
33.	Drive End Wavy Washer/Snap-Ring Other Retention Device?	na
34.	Drive End Bearing Condition	frosting



35.	Opposite Drive End Bearing Brand	na
36.	Opposite Drive End Bearing Number-	6203
37.	Opposite Drive End Bearing Qty.	1
38.	Opposite Drive End Bearing Type	(Ball) Ball Bearing
39.	Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
40.	Opposite Drive End Bearing Insulation or Grounding Device?	na
4 1.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	wavy washer
-	Needs replaced	
42.	Opposite Drive End Bearing Condition	significant signs of contamination



4 3.	Drive End Seal	o-ring
44 .	Opposite Drive End Seal	o-ring

	Shaft Runout		0.002 millimeters
Mech	anical Fits- Rotor		
	////		
,			
58.	6203 end bell bearing sleeves for both	nbled Motor	Cw
9 31.	6205	O.O.11	
50.57.		elow	pass
55. 56.	Number of Rotor Bars Rotor Condition		34
54.			(Pass) Pass
	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
	Inspection		
-	Na		
	0 40g1000	dog. 000	2.0 dog.000
52.	0 degrees	120 degrees	240 degrees
,	ODE Sleeve Bearing to Housing Clea	rance	
	Na		•
	0 degrees	120 degrees	240 degrees
51.	ODE Sleeve Bearing Housing Inside I	Diameter	
-	Na		
	0 degrees	120 degrees	240 degrees
50.	ODE Sleeve Bearing Outside Diameter	er	
-	Na		
	0 degrees	120 degrees	240 degrees
49.			
-	Na		
	0 degrees	120 degrees	240 degrees
48.	DE Sleeve Bearing to Housing Cleara		040 1
-	Na		
	- U		
	0 degrees	120 degrees	240 degrees
,	DE Sleeve Bearing Housing Inside Dia	ameter	
	Na		
	0 degrees	120 degrees	240 degrees
46.	DE Sleeve Bearing Outside Diameter		
-	Na		
	0 degrees	120 degrees	240 degrees
45.	DE Sleeve Bearing Inside Diameter	400 1	040 1
45	DE 01 D : 1 :1 D: 1		

	60.	Rotor Runout		
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	-	Na		
	61.	Coupling Fit Closest to Bearing Housing	ng	
		0 Degrees	90 Degrees	120 Degrees
		Na		
	62.	Coupling Fit Closest to the end of the	Shaft	
		0 Degrees	60 Degrees	120 Degrees
				0 _ 0g.000
	-	Na		
	63.	Drive End Bearing Shaft Fit		
		0 Degrees	60 Degrees	120 Degrees
		0.9845	0.984400000000001	0.984400000000001
	64.	Drive End Bearing Shaft Fit Condition		(P) Pass
	65.	Opposite Drive End Bearing Shaft Fit		
		0 Degrees	60 Degrees	120 Degrees
		0.6692	0.6691	0.6692
		Opposite Drive End Bearing Shaft Fit	Condition	(P) Pass
	67.	Shaft Air Seal Fits		
		Drive End Air Seal	Opposite Drive End Air Seal	
		Na		
B.				
IV		anical Fits- Bearing Housings		
	00.	Drive End - Endbell Bearing Fit	CO Doggood	400 Dagger
		0 Degrees	60 Degrees	120 Degrees
	-	Has a lip and pitting worn into bearing f	it	
	69.	Drive End - Endbell Bearing Fit Condit		(F) Fail



70.	70. Opposite Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	Has a significant lip worn into bearing	fie		
71	, ,			(E) Foil
) /1.	71. Opposite Drive End - Endbell Bearing Fit Condition (F) F		(F) Fail	

72.	Bearing Cap Condition	
	Drive End Bearing Cap	Opposite Drive End Bearing Cap
_	No	
70	Na	
73.		Opposite Drive End Air Cool
	Drive End Air Seal	Opposite Drive End Air Seal
-	Na	
7 4.	List Machine Work Needed Below	
	Both end bell bearing fits	
75.	Technician	Cw
	M	
	// // //	
1		
Dynar	mic Balance Report	
-	Rotor Weight and Balance Grade	
	Rotor Weight	Balance Grade
	. total 11 olg.it	
77.	Initial Balance Readings	
	Drive End	Opposite Drive End
78.	Final Balance Readings	
	Drive End	Opposite Drive End
70	Technician	
Rewin		
	Core Test Results - Watts loss per Po	und
00.	Pre-Burnout	Post Burnout
	To Bullout	1 ost Burnout
81.	Core Hot Spot Test	
	Pre-Burnout	Post-Burnout
82.	Post Rewind Electrical Test- Insulation	n Resistance
	Post Rewind Polarization Index	
84.	Post Rewind Winding Resistance	
	1-2	1-3 2-3
0.5	Post Powind Surgo Tost	
86.	Post Rewind Surge Test Post Rewind Hi-Pot	
	Technician	
_	Cause of Failure	
	Failure locations	
50.	Bearings, end bell bearing fits , and wir	adinas
89	Root cause of failure	•
_ 50.		Ising the front to follow and causing the rotor to drag the iron pulling some of the
	teeth into the windings	J. T. T. T. J. T.
BA I	anical Fite- Potor - Poet Popair	

Mechanical Fits- Rotor - Post Repair

90.	Shaft Runout Post Repair		
91.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
92.	Coupling Fit Closest to Bearing Hous		400 Dayses
	0 Degrees	90 Degrees	120 Degrees
93.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
		<u> </u>	
94.	Drive End Bearing Shaft Fit Post Rep		
	0 Degrees	60 Degrees	120 Degrees
95	Opposite Drive End Bearing Shaft Fit	Post Repair	
	0 Degrees	60 Degrees	120 Degrees
96.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
07	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - P	ost Renair	
	Drive End - Endbell Bearing Fit Post I	-	
00.	0 Degrees	60 Degrees	120 Degrees
			0 _ 0 g. 0 0 0
99.	Opposite Drive End - Endbell Bearing	Fit Post Repair	
	0 Degrees	60 Degrees	120 Degrees
100	Bearing Cap Condition Post Repair		
100.	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	21110 2114 Doaring Cap	opposite ziive ziid zediing eap	
101.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
102	DE Sleeve Bearing Inside ID Post Re	nair	
102.	Measure 1	Measure 2	Measure 3
	Wedgare 1	Weddie Z	Modelate 6
103.	DE Sleeve Bearing Outside ID Post F	Repair	
	Measure 1	Measure 2	Measure 3
404	DE Clasus Bassins Inside OD Bast D		
104.	DE Sleeve Bearing Inside OD Post R Measure 1	Measure 2	Measure 3
	iviedsure i	iviedsule 2	ineasure 3
105.	DE Sleeve Bearing Outside OD Post	Repair	
	Measure 1	Measure 2	Measure 3
	End Bell Repair Sign-off) and in	
107.	ODE Sleeve Bearing Inside ID Post F	•	Magaura 2
	Measure 1	Measure 2	Measure 3

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108.	ODE Sleeve Bearing Outside ID Post	·	
	Measure 1	Measure 2	Measure 3
109.	ODE Sleeve Bearing Inside OD Post I	·	
	Measure 1	Measure 2	Measure 3
440	ODE Clasus Bassins Outside OD Dee	. Danair	
110.	ODE Sleeve Bearing Outside OD Pos	•	Marian
	Measure 1	Measure 2	Measure 3
Assen	nhly		
	QC Check All Parts for Cleanliness Pr	ior to Assambly	
	Photograph All Major Components pri	•	
	Final Insulation Resistance Test	or to assembly	
	Assembled Shaft Endplay		
	Assembled Shaft Runout		
110.	Test Run Voltage	Volta	Valta
	Volts	Volts	Volts
117	Test Run Amperage		
	Amps	Amps	Amps
	Allips	ЛПРЭ	Allips
118.	Drive End Vibration Readings - Inches	Per Second	
	Horizontal	Vertical	Axial
119.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial
120.	Ambient Temperature - Fahrenheit		
121.	Drive End Bearing Temps - Fahrenhei	t	
	5 Minutes	10 Minutes	15 Minutes
122			
122.	Drive End Bearing Temps - Fahrenhei		
122.	Drive End Bearing Temps - Fahrenhei 20 Minutes	t 20-30 Minutes 25 Minutes	30 Minutes
	20 Minutes	25 Minutes	30 Minutes
	20 Minutes Drive End Bearing Temps - Fahrenhei	25 Minutes t 35-45 Minutes	
	20 Minutes	25 Minutes	30 Minutes 45 Minutes
123.	20 Minutes Drive End Bearing Temps - Fahrenhei 35 Minutes	25 Minutes t 35-45 Minutes 40 Minutes	
123.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes	45 Minutes
123.	20 Minutes Drive End Bearing Temps - Fahrenhei 35 Minutes	25 Minutes t 35-45 Minutes 40 Minutes	
123. 124.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes	45 Minutes
123. 124.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps -	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes Fahrenheit	45 Minutes 60 Minutes
123. 124.	20 Minutes Drive End Bearing Temps - Fahrenhei 35 Minutes Drive End Bearing Temps - Fahrenhei 50 Minutes	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes	45 Minutes
123. 124. 125.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps -	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes Fahrenheit 10 Minutes	45 Minutes 60 Minutes
123. 124. 125.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps - 5 5 Minutes	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes Fahrenheit 10 Minutes	45 Minutes 60 Minutes
123. 124. 125.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps - 5 Minutes Opposite Drive End Bearing Temps - 6 Minutes	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes ahrenheit 10 Minutes ahrenheit 20-30 Minutes	45 Minutes 60 Minutes 15 Minutes
123. 124. 125.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps - 5 Minutes Opposite Drive End Bearing Temps - 6 Minutes	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes Fahrenheit 10 Minutes Fahrenheit 20-30 Minutes 25 Minutes	45 Minutes 60 Minutes 15 Minutes
123. 124. 125.	20 Minutes Drive End Bearing Temps - Fahrenheit 35 Minutes Drive End Bearing Temps - Fahrenheit 50 Minutes Opposite Drive End Bearing Temps - 5 Minutes Opposite Drive End Bearing Temps - 20 Minutes	25 Minutes t 35-45 Minutes 40 Minutes t 50-60 Minutes 55 Minutes Fahrenheit 10 Minutes Fahrenheit 20-30 Minutes 25 Minutes	45 Minutes 60 Minutes 15 Minutes

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128. Opposite Drive End Bearing Temps - Fahrenheit 50-60 Minutes		
50 Minutes	55 Minutes	60 Minutes
129. Stator Temperatures- Fahrenheit		
5 Minutes	10 Minutes	15 Minutes
130. Stator Temperatures- Fahrenheit 20-30 Minutes		
20 Minutes	25 Minutes	30 Minutes
131. Stator Temperatures- Fahrenheit 35-45 Minutes		
35 Minutes	40 Minutes	45 Minutes
132. Stator Temperatures- Fahrenheit	50-60 Minutes	
50 Minutes	55 Minutes	60 Minutes
133. Document Final Condition with Pictures after paint		
134. 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. 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.

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- 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.