

LR Motor Shop Repairs

Job Number 101889

Prepared for Delta Plastics (11016)

8801 Frazier Pike Little Rock AR 72206

Table of Contents

AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2

1.0





AC Inspection as Found

Delta Plastics (11016)

8801 Frazier Pike Little Rock, AR 72206

FolderID: 101889 FormID: 17945063

AC Inspection - Rev. 2

Location:

MOTOR SHOP LR

Serial Number:

Description:250 HP BALDOR

Hi-Speed Job Number:	101889
Manufacturer:	Baldor
Product Number:	IDDRPM322504
Serial Number:	S9142417-001002JR
HP/kW:	250 (HP)
RPM:	1765 (RPM)
Frame:	L3203
Voltage:	460
Current:	295
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.00
Enclosure:	DP
J-box Included:	Complete
Coupling/Sheave:	None
Date Received:	09/21/2023
Repair Stage:	Final

Priorities Found: 9 - High





3 - Good

Overall Condition

- Report Date
- Nameplate Picture



Photos of all six sides of the machine.

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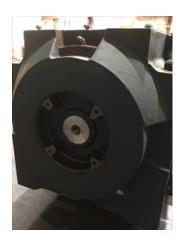










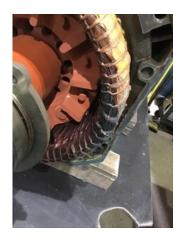
























4. Describe the Overall Condition of the Equipment as Received Dirty

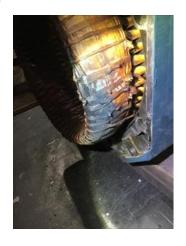
Initial Mechanical/Electrical

(• :	5.	Does Shaft Turn Freely?	(Yes) Yes
	(6.	Does Shaft Have Visible Damage?	(No) No
		7.	Assembled Shaft Runout	

Assembled Shaft End Play

9. Air Gap Variation <10%

10.	Lead Condition		(NA) Not Applicable
11.	Lead Length		17 Inches
12.	Lead Numbers		1-1/2-2/3-3
13.	Stator Temperature Detector Rating	and Function	
	Quantity	Rating	Quantity Passed
14.	Bearing Temperature Detector Rating	g and Function	
	Quantity	Rating	Quantity Passed
15.	Frame Condition		pass
16.	Fan Condition		(N) NA
17.	Heater Quantity, Ratings		
	Quantity	Volts/Watts	Pass/Fail
18.	Broken or Missing Components		na
Initial	Electrical Inspection		
19.	Insulation Resistance/Megger		
20.	Winding Resistance		
	1-2	1-3	2-3
21.	Perform Surge Test Rewind		(NA) Not Applicable







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22.	Number of Stator Slots			
23.	Stator Condition			
	. Stator Thermistors/Ohms			
	Stator Overloads/Ohms		0.01	
	anical Inspection			
26.				
27.			6217	
28.			1	
29.			(Ball) Ball Bearing	
30.			(Grease) Grease Lubricated	
31.	Drive End Bearing Insulation or Groun	nding Device?	na	
32.	Drive End Wavy Washer/Snap-Ring C	•	wavy washer	
33.	Drive End Bearing Condition		signs of chemical burn	
34.	Opposite Drive End Bearing Brand		-	
35.	Opposite Drive End Bearing Number-		6213	
36.	Opposite Drive End Bearing Qty.		1	
3 7.			(Ball) Ball Bearing	
-	Hybrid ball bearing			
38.	Opposite Drive End Lubrication Type		(Grease) Grease Lubricated	
3 9.	Opposite Drive End Bearing Insulation	n or Grounding Device?	hybrid balls	
40.	Opposite Drive End Wavy Washer/Sn	ap-Ring Other Retention Device?	na	
41.	Opposite Drive End Bearing Condition	1	normal wear	
42.	Drive End Seal		na	
43.	Opposite Drive End Seal		na	
44.	DE Sleeve Bearing Inside Diameter			
	0 degrees	120 degrees	240 degrees	
45.				
	0 degrees	120 degrees	240 degrees	
46	DE Clasus Boaring Housing Inside Di	amatar		
46.	3		240 dogrado	
	0 degrees	120 degrees	240 degrees	
47.	DE Sleeve Bearing to Housing Cleara	nce		
	0 degrees	120 degrees	240 degrees	
		120 009.000	_ 10 0.09.000	
48.	ODE Sleeve Bearing Inside Diameter			
	0 degrees	120 degrees	240 degrees	
49.				
	0 degrees	120 degrees	240 degrees	
	ODE Clasus Bassins Haveing L. 1.	Diamatan		
50.	3 9		0.40	
	0 degrees	120 degrees	240 degrees	
51.	ODE Sleeve Bearing to Housing Clea	rance		
51.	0 degrees	120 degrees	240 degrees	
	o deglees	120 degrees	240 degrees	

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S2. Rotor Type/Material S3. Growler Test (Pass) Pass S4. Number of Rotor Bars S5. Rotor Condition S5. List the Parts needed for the Repair Below S217 and bell bearing it sleeve 6217 bearing it sleeve 6218 and bear bear it sleeve 6218 and bear bear it sleeve 6218 and bear bear it sleeve 6219 bear it sleeve 6219 bear it sleeve 6210 bear it sleeve 6210 bear it sleeve 6220 bear it sleeve 623 and sleeve 6240 bear it sleeve 625 bear it sleeve 626 bear it sleeve 627 bear it sleeve 627 bear it sleeve 628 bear it sleeve 629 bear it sleeve 629 bear it sleeve 620 begrees 620 begrees 6210 begrees 622 brive End Bearing Shaft Fit 623 brive End Bearing Shaft Fit Condition 634 bear it sleeve 645 bear it sleeve 656 bear it sleeve 677 bear it sleeve 678 bear it sleeve 679 pass 680 begrees 690	Rote	or Inspection			
Sa. Growler Test		•		(Squirrel Aluminum) Squirrel	
55. Rotor Condition pass 56. List the Parts needed for the Repair Below 6217 and belt bearing fit sleeve 6213 ends belt bearing fit 6213 ends fits fit sleeve 6213 ends fits fit fit sleeve 6213 ends fit sleeve 622 ends fit sleeve 623 ends fit sleeve 623 ends fit sleeve 624 ends fit sleeve 625 ends fit sleeve 625 ends fit sleeve 625 ends fit sleeve 626 ends fit sleeve 626 ends fit sleeve 626 ends fit sleeve 627 ends fit sleeve 627 ends fit sleeve 628 ends fit sleeve 629 ends fit sleev				Cage Aluminum Die Cast	
55. Rotor Condition pass 56. List the Parts needed for the Repair Below 277 end bell bearing fit sleeve 2273 end bell bearing fit sleeve 2213 bearing 2273 hybrid bearing CW 57. Signature of Technician that Disassembled Motor CW Mechanical Fits- Rotor 58. Shaft Runout Shaft Runout 59. Rotor Runout Opposite Drive End Bearing 60. Coupling Fit Closest to Bearing Housing 0 Degrees 61. Coupling Fit Closest to the end of the Shaft 0 Degrees 61. Coupling Fit Closest to the end of the Shaft 0 Degrees 62. Drive End Bearing Shaft Fit 0 Degrees 63. Drive End Bearing Shaft Fit 0 Degrees 64. Opposite Drive End Bearing Shaft Fit 0 Degrees 65. Shaft Air Seal Fit 0 Degrees 66. Shaft Air Seal Fit Searing Housings 120 Degrees 66. Shaft Air Seal Fit Searing Housings 120 Degrees 67. Drive End Bearing Shaft Fit Condition (P) Pass 66. Shaft Air Seal Fits Searing Housings 120 Degrees 67. Drive End Air Seal Opposite Drive End Air Seal Drive End - Endbell Bearing Fit				(Pass) Pass	
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71	Bearing Cap Condition	
71.		Opposite Drive End Poering Con
	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	
	Both end bell bearing fits	
74.	Technician	Cw
-	nic 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	
77.	Drive End	Opposite Drive End
	Drive End	Opposite Drive End
78.	Technician	
78.		
Rewir		bund
Rewir	nd	ound Post Burnout
Rewir	nd Core Test Results - Watts loss per Po	
Rewir 79.	nd Core Test Results - Watts loss per Po	
Rewir 79.	nd Core Test Results - Watts loss per Po Pre-Burnout	
Rewir 79.	Core Test Results - Watts loss per Po Pre-Burnout Core Hot Spot Test Pre-Burnout	Post Burnout Post-Burnout
79. 80.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation	Post Burnout Post-Burnout
80.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index	Post Burnout Post-Burnout
80.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance	Post Burnout Post-Burnout n Resistance
80.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index	Post Burnout Post-Burnout
80. 81. 82.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance	Post Burnout Post-Burnout n Resistance
80. 81. 82.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85. 86.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot Technician	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85. 86.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot Technician Cause of Failure	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85. 86. Root 6	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot Technician Cause of Failure Failure locations	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85. 86. Root 6	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot Technician Cause of Failure Failure locations Bearings and windings	Post Burnout Post-Burnout n Resistance
80. 81. 82. 83. 84. 85. 86. Root (87.	Core Test Results - Watts loss per Por Pre-Burnout Core Hot Spot Test Pre-Burnout Post Rewind Electrical Test- Insulation Post Rewind Polarization Index Post Rewind Winding Resistance 1-2 Post Rewind Surge Test Post Rewind Hi-Pot Technician Cause of Failure Failure locations Bearings and windings Root cause of failure	Post Burnout Post-Burnout n Resistance

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90.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
01	Counting Fit Classet to Bearing Housi	na Doot Donoir	
91.	Coupling Fit Closest to Bearing Housi O Degrees	90 Degrees	120 Degrees
	o Degrees	30 Degrees	120 Degrees
92.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
02	Drive End Bearing Shaft Fit Post Rep	oir.	
93.	0 Degrees	60 Degrees	120 Degrees
	o Degrees	oo begiees	120 Dog1000
94.	Opposite Drive End Bearing Shaft Fit	Post Repair	
	0 Degrees	60 Degrees	120 Degrees
95	Shaft Air Seal Fits Post Repair		
33.	Drive End Air Seal	Opposite Drive End Air Seal	
	Bive End / w Codi	opposite zine zine / til coal	
96.	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - P	•	
97.	Drive End - Endbell Bearing Fit Post F		
	0 Degrees	60 Degrees	120 Degrees
98.	Opposite Drive End - Endbell Bearing	Fit Post Repair	
	0 Degrees	60 Degrees	120 Degrees
99.	Bearing Cap Condition Post Repair	Onnesite Drive Ford Bearing Con	
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
100.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
101	DE 01 D : 1 : 1 ID D : 1		
101.	DE Sleeve Bearing Inside ID Post Re	pair Measure 2	Measure 3
	Measure 1	ivieasure 2	weasure 3
102.	DE Sleeve Bearing Outside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
400	DE Clasus Bassins Incide OD Bast D		
103.	DE Sleeve Bearing Inside OD Post Ro Measure 1	epair Measure 2	Measure 3
	ivicasure i	Measure 2	Weasure 3
104.	DE Sleeve Bearing Outside OD Post	Repair	
	Measure 1	Measure 2	Measure 3
105	End Pall Panair Cian aff		
	End Bell Repair Sign-off ODE Sleeve Bearing Inside ID Post R	enair	
100.	Measure 1	Measure 2	Measure 3
		5304.0 2	

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107.	ODE Sleeve Bearing Outside ID Post	·	
	Measure 1	Measure 2	Measure 3
108.	ODE Sleeve Bearing Inside OD Post F		
	Measure 1	Measure 2	Measure 3
109.	ODE Sleeve Bearing Outside OD Pos	·	
	Measure 1	Measure 2	Measure 3
Assen	•		
	QC Check All Parts for Cleanliness Pr	•	
	Photograph All Major Components pri	or to assembly	
	Final Insulation Resistance Test		
	Assembled Shaft Endplay		
	Assembled Shaft Runout		
115.	Test Run Voltage		
	Volts	Volts	Volts
440	Tank Davis Assaults		
116.	Test Run Amperage		
	Amps	Amps	Amps
117	Drive End Vibration Readings - Inches	Par Sacand	
117.	Horizontal	Vertical	Axial
	Horizontal	venicai	Axiai
118.	Opposite Drive End Vibration Reading	s - Inches Per Second	
110.	Horizontal	Vertical	Axial
	Tionzontai	vertical	Avidi
119.	Ambient Temperature - Fahrenheit		
120.	Drive End Bearing Temps - Fahrenhei	t	
	5 Minutes	10 Minutes	15 Minutes
121.	Drive End Bearing Temps - Fahrenhei	t 20-30 Minutes	
	20 Minutes	25 Minutes	30 Minutes
122.	Drive End Bearing Temps - Fahrenhei	t 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
123.	Drive End Bearing Temps - Fahrenhei		
	50 Minutes	55 Minutes	60 Minutes
404	Ourseits Drive Ford Descripe Tourse	Talanan katu	
124.	Opposite Drive End Bearing Temps - I		
	5 Minutes	10 Minutes	15 Minutes
105	Opposite Drive End Bearing Temps - I	Eahranhait 20-30 Minutes	
123.			20 Minutos
	20 Minutes	25 Minutes	30 Minutes
126	Opposite Drive End Bearing Temps - I	Fahrenheit 35-45 Minutes	
120.	35 Minutes	40 Minutes	45 Minutes
	oo miiiutes	TO MINIMES	TO IVIIIIUES

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127. Opposite Drive End Bearing Temps - Fahrenheit 50-60 Minutes		
55 Minutes	60 Minutes	
eit		
10 Minutes	15 Minutes	
eit 20-30 Minutes		
25 Minutes	30 Minutes	
eit 35-45 Minutes		
40 Minutes	45 Minutes	
eit 50-60 Minutes		
55 Minutes	60 Minutes	
Pictures after paint		
	55 Minutes eit 10 Minutes eit 20-30 Minutes 25 Minutes eit 35-45 Minutes 40 Minutes eit 50-60 Minutes	

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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.

- 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.