

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 102000

Prepared for MIDDLETON INCORPORATED

P.O. BOX 506 BRYANT AR 72089

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

> FolderID: 102000 FormID: 18181591

#### **AC Inspection as Found**

#### MIDDLETON INCORPORATED

P.O. BOX 506 BRYANT, AR 72089

#### AC Inspection - Rev. 2

Location:	MOTOR SHOP LR
Serial Number:	Z1202271456

Description:15HP BALDOR 1200RPM 284JM PACO PUMP 10-60123-1A0001-1823

Hi-Speed Job Number:	102000
Manufacturer:	Baldor
Product Number:	JMM2524T
Spec/ID #:	39N090W953
Serial Number:	Z1202271456
HP/kW:	15 (HP)
RPM:	1175 (RPM)
Frame:	284JM
Voltage:	230 / 460
Current:	42.6/21.3
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	ODP
J-box Included:	Complete
Coupling/Sheave:	Propeller
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

#### Priorities Found:

#### **Overall Condition**

- 1. Report Date
  - 2. Nameplate Picture

























- 3. Photos of all six sides of the machine.
- 4. Describe the Overall Condition of the Equipment as Received
- 5. Distance from the end of the shaft to the Coupling/Sheave

#### **Initial Mechanical/Electrical**

- 6. Does Shaft Turn Freely?
  - 7. Does Shaft Have Visible Damage?
  - 8. Assembled Shaft Runout
  - 9. Assembled Shaft End Play
  - 10. Air Gap Variation <10%



11	Lead Condition			
	Lead Length			
	Lead Numbers			
	Frame Condition			
	Fan Condition			
		Broken or Missing Components		
	Electrical Inspection			
	Insulation Resistance/Megger			
18.	Winding Resistance	4.0	0.0	
	1-2	1-3	2-3	
19	Perform Surge Test			
	Number of Stator Slots			
	Stator Condition			
22.				
	Stator Overloads/Ohms			
	anical Inspection			
	Drive End Bearing Brand			
	•			
	Drive End Bearing Number-			
	Drive End Bearing Qty.			
	Drive End Bearing Type			
	Drive End Lubrication Type Drive End Bearing Insulation or Grounding Device?			
	Drive End Wavy Washer/Snap-Ring Other Retention Device?			
	Drive End Bearing Condition	J Other Retention Device?		
31.	-			
33.	Opposite Drive End Bearing Number	Nr.		
	Opposite Drive End Bearing Rumbe Opposite Drive End Bearing Qty.	;i •		
	Opposite Drive End Bearing Gty.			
	Opposite Drive End Lubrication Type			
	Opposite Drive End Bearing Insulation or Grounding Device?			
38.	Opposite Drive End Bearing Insulation or Grounding Device? Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?			
39.				
	Drive End Seal			
	Opposite Drive End Seal			
	Inspection			
	Rotor Type/Material			
	Growler Test			
	Number of Rotor Bars			
	Rotor Condition			
	List the Parts needed for the Repair	Below		
	Signature of Technician that Disass			
	anical Fits- Rotor			
48.				
	Rotor Runout			
10.	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
	Drive Lind Dearing Fit	Notor Douy	Opposite Drive Litu Dearing	

50.	Coupling Fit Closest to Bearing Housi	ng	
	0 Degrees	90 Degrees	120 Degrees
51.	Coupling Fit Closest to the end of the	Shaft	
	0 Degrees	60 Degrees	120 Degrees
52.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	Drive End Bearing Shaft Fit Condition		
54.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	Opposite Drive End Bearing Shaft Fit	Condition	
56.	Shaft Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	anical Fits- Bearing Housings		
57.	Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	Drive End - Endbell Bearing Fit Condi		
59.	Opposite Drive End - Endbell Bearing		
	0 Degrees	60 Degrees	120 Degrees
00			
	Opposite Drive End - Endbell Bearing	Fit Condition	
61.	Bearing Cap Condition		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
60	End Bell Air Seal Fits		
62.			
	Drive End Air Seal	Opposite Drive End Air Seal	
63	List Machine Work Needed Below		
	Technician		
-			
-	mic Balance Report		
60.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
66	Initial Balance Readings		
00.	Ŭ	Opposite Drive Fred	
	Drive End	Opposite Drive End	
67.	Final Balance Readings		
011	Drive End	Opposite Drive End	
68.	Technician		
Rewin			
	Core Test Results - Watts loss per Po	und	
	Pre-Burnout	Post Burnout	
	To Burnout	- OSt Burnout	

70.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
	Post Rewind Electrical Test- Insulation	n Resistance	
	Post Rewind Polarization Index		
73.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
74	Post Dowind Surge Test		
	Post Rewind Surge Test Post Rewind Hi-Pot		
	Technician		
	Cause of Failure		
	Failure locations		
	Root cause of failure		
	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		
	Rotor Runout Post Repair		
80.		Rotor Body	Opposite Drive End Bearing
	Drive End Bearing Fit	ROIOI BODY	Opposite Drive End Bearing
81.	Coupling Fit Closest to Bearing Housi	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees
82.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
83.	Drive End Bearing Shaft Fit Post Repa		
	0 Degrees	60 Degrees	120 Degrees
84	Opposite Drive End Bearing Shaft Fit	Post Repair	
04.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	ob Degrees	120 Degrees
85.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
86.	Shaft Repair Sign-off		
Mecha	anical Fits- Bearing Housings - P	ost Repair	
87.	Drive End - Endbell Bearing Fit Post F	Repair	
	0 Degrees	60 Degrees	120 Degrees
88.	Opposite Drive End - Endbell Bearing		
	0 Degrees	60 Degrees	120 Degrees
80	Bearing Cap Condition Post Repair		
09.	- · · ·	Opposite Drive End Papring Can	
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
90.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
91.	End Bell Repair Sign-off		

A	nhu			
	ssembly			
	QC Check All Parts for Cleanliness Pr	-		
93.	Photograph All Major Components pri	or to assembly		
	Final Insulation Resistance Test			
	Assembled Shaft Endplay			
	Assembled Shaft Runout			
97.	Test Run Voltage			
	Volts	Volts	Volts	
98.	Test Run Amperage			
	Amps	Amps	Amps	
00				
99.	Drive End Vibration Readings - Inches			
	Horizontal	Vertical	Axial	
100	Opposite Drive End Vibration Reading	Inches Der Second		
100.			A '-1	
	Horizontal	Vertical	Axial	
101.	Ambient Temperature - Fahrenheit			
	Drive End Bearing Temps - Fahrenhei	t		
	5 Minutes	10 Minutes	15 Minutes	
103.	Opposite Drive End Bearing Temps -	Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes	
104.	Document Final Condition with Picture	es after paint		
105.	Final Pics and QC Review			



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### Split Case Centrifugal Pump Report MIDDLETON INCORPORATED

P.O. BOX 506 BRYANT, AR 72089

Split Case Cen	trifugal Pump Report	Make:	PACO
Location:	MOTOR SHOP LR	Model:	10-60123-1A0001-1823
Serial Number:	1971079824-10	Serial Number:	1971079824-10
Description: PACO PUMP 10.10" IMP DIAM		RPM:	1175
		GPM:	825
		Head:	40 (ft)

#### Priorities Found: **19 - Good**

Gener	ral	
1.	Job Number	102000
2.	Report Date	10/18/2023
3.	Customer	Middleton
nitial	Inspection	
4.	Bowl Condition	(P) Pass
5.	Impeller Condition	(P) Pass
6.	Wear Ring Condition	(P) Pass
7.	Wear Ring Material	bronze
8.	Seal Surfaces Condition	(P) Pass
9.	Number of Seals	1
10.	Seal Type	
		Mechanical
11.	Seal Material on Rotary Face	ceramic
12.	Seal Material on Stationary Seat	carbon
13.	Mechanical Seal ID/Shaft Diameter	1.75 in
14.	Mechanical Seal OD	2.5 in
15.	Mechanical Seal Length	0 in
16.	Lip Seal Elastic Material	Buna
17.	Lip Seal ID/Shaft Diameter	0 in
18.	Lip Seal OD/Bore Diameter	0 in
19.	Lip Seal Height	0 in
20.	Seal Sleeve Material	bronze
21.	Seal Plate Condition	(P) Pass
22.	Seal Cavity	Water Lubricated
23.	Shaft Run Out	0
24.	Does Shaft Turn Freely	yes
25.	Does Shaft Have Visible Damage	no
26.	Contamination	
	None	
27.	Frame Condition	(P) Pass
28.	Fan Condition	(NA) Not Applicable

29.	Broken or missing components		
	None		
Mecha	anical Inspection		
	Bearing Manufacture		n/a
	Bearing DE Size		
	Bearing DE Type		
	DE Bearing Qty.		
	Bearing ODE Size		
	Bearing ODE Type		
	ODE Bearing Qty.		
	Insulated Bearing		
	Lubrication Type		
	Grease Condition		
	Bearing Retainers		
	Shaft Grounding Device		
	DE Seal		
	DE Seal Type/Size		
	ODE Seal		
	ODE Seal Type/Size		
	Wear Ring Size		
	Clearances on Wear Ring to Impelle	ſ	
	Number of Wear Rings		
	Wear Ring Material		
	Cause of Failure		
	Component Failure		motor
	Cause of Failure		notor
01.	N/a		
52.	Comments		
	Replace motor		
53.	Service Technician		David Maclin
Machi			
	ne Fit Inspection Report		
54.	ne Fit Inspection Report Shaft Run Out		(P) Pass
			(P) Pass
55.	Shaft Run Out	Final	(P) Pass
55.	Shaft Run Out Shaft Run Out Measurements	Final 0	(P) Pass
55.	Shaft Run Out Shaft Run Out Measurements Initial		(P) Pass (NA) Not Applicable
55. 56.	Shaft Run Out Shaft Run Out Measurements Initial <b>0</b>		
55. 56. 57.	Shaft Run Out Shaft Run Out Measurements Initial <b>0</b> DE Bearing Shaft Fit DE Initial Shaft Bearing Fit Size	0	(NA) Not Applicable
55. 56. 57.	Shaft Run Out Shaft Run Out Measurements Initial <b>0</b> DE Bearing Shaft Fit DE Initial Shaft Bearing Fit Size Measure 1	0 Measure 2	(NA) Not Applicable Measure 3
55. 56. 57.	Shaft Run Out Shaft Run Out Measurements Initial <b>0</b> DE Bearing Shaft Fit DE Initial Shaft Bearing Fit Size Measure 1 <b>0</b>	0	(NA) Not Applicable
55. 56. 57.	Shaft Run Out Shaft Run Out Measurements Initial <b>0</b> DE Bearing Shaft Fit DE Initial Shaft Bearing Fit Size Measure 1	0 Measure 2	(NA) Not Applicable Measure 3

50	ODE Bearing Shaft Fit			(NA) Not Applicable
	ODE Bearing Shaft Fit			(MA) NOL Applicable
60.	Measure 1	Measure 2	Measure 3	
		0		<b>)</b>
61	0 ODE Final Shoft Bearing Fit Size	0	0	
61.	ODE Final Shaft Bearing Fit Size	Measure 2	Measure 3	<b>,</b>
	Measure 1 0	0	0	<b>)</b>
62	DE Air Seal Shaft Fit	0	0	(NA) Not Applicable
-	DE Air Seal Shaft Size			(NA) Not Applicable
03.		Final		
	Initial			
04	0 ODE Air Seal Shaft Fit	0		(NA) Not Applicable
				(NA) Not Applicable
65.	ODE Air Seal Shaft Size			
	Initial	Final		
00		0		
	DE Endbell Fit			(NA) Not Applicable
67.	DE Initial Endbell Fit Size	Marca	M	
	Measure 1	Measure 2	Measure 3	3
	0	0	0	
68.	DE Final Endbell Fit Size			
	Measure 1	Measure 2	Measure 3	3
	0	0	0	
	DE Endbell Fit Insulated			(NA) Not Applicable
-	DE Endbell Air Seal Fit			(NA) Not Applicable
/1.	DE Endbell Air Seal Fit Size			
	Initial	Final		
	0	0		
-	ODE Endbell Fit			(NA) Not Applicable
73.	ODE Initial Endbell Fit Size			
	Measure 1	Measure 2	Measure 3	}
	0	0	0	
74.	ODE Final Endbell Fit Size			
	Measure 1	Measure 2	Measure 3	3
	0	0	0	
	ODE Endbell Fit Insulated	0	0	(NA) Not Applicable
76.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit	0	0	(NA) Not Applicable (NA) Not Applicable
76.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit ODE Endbell Seal Fit Size		0	
76.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit	0 Final	0	
76.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit ODE Endbell Seal Fit Size Initial <b>0</b>		0	(NA) Not Applicable
76.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit ODE Endbell Seal Fit Size Initial <b>0</b> Foot Flatness	Final	0	(NA) Not Applicable (NA) Not Applicable
76. 77.	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit ODE Endbell Seal Fit Size Initial <b>0</b> Foot Flatness Foot Condition	Final	0	(NA) Not Applicable
<ul> <li>76.</li> <li>77.</li> <li>78.</li> </ul>	ODE Endbell Fit Insulated ODE Endbell Air Seal Fit ODE Endbell Seal Fit Size Initial <b>0</b> Foot Flatness Foot Condition	Final	0	(NA) Not Applicable (NA) Not Applicable

		2
Balan	cing Report	
82.	Balance Type	
83.	Balance Operating Speed	
84.	Starting Measurements	
	Left End	Right End
85.	Balancing Specification	
86.	Finished Measurements	
	Left End	Right End
87.	Service Technician	
Assen	nbly and Final Test	
88.	Impeller Balanced	
89.	Seal Cavity Test Pressure	
90.	Pressure Test Time	
91.	Painted	
92.	Final Assembly Completed	
93.	Service Technician	



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

- 1. <u>APPLICABILITY.</u> 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. <u>SCOPE OF GOODS AND/OR SERVICES.</u> 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 be 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. DELIVERY OF GOODS AND/OR SERVICES. 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.
- 6. 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 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 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

**TermsAndConditions** 

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. LIMITATION OF DAMAGES. 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. <u>GOVERNING LAW AND JURISDICTION.</u> 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. <u>ASSIGNMENT.</u> 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. <u>NO INDIVIDUAL LIABILITY</u>. 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.