

# LR Motor Shop Repairs

## **Job Number 101880**

Prepared for Process & Power

1625 East 145th Street Little Rock AR 72206

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AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2: 765293/002

1.0



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

> FolderID: 101880 FormID: 17926765

### **AC Inspection as Found**

Process & Power

1625 East 145th Street Little Rock, AR 72206

#### AC Inspection - Rev. 2

Location: MOTOR SHOP LR

Serial Number: 765293/002

Description: 300HP INGERSOLL RAND

DUS	CII	Pu	011.		′ 1	•
180	0R	PM	25	UDI	M	

Hi-Speed Job Number:	101880
Manufacturer:	Ingersoll-Rand
Product Number:	23270994
Spec/ID #:	HPM250 DM
Serial Number:	765293/002
HP/kW:	300 (HP)
RPM:	2700 (RPM)
Frame:	250DM
Voltage:	460
Current:	425
Phase:	Three
Service Factor:	1.21
Enclosure:	TENV
J-box Included:	Complete
Coupling/Sheave:	None
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element
Bearing Type:	Rolling Element

Priorities Found: 5 - High



🦱 7 - Good

#### **Overall Condition**

1. Report Date 09/20/2023

Nameplate Picture



Photos of all six sides of the machine.



































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

### Initial Mechanical/Electrical

IIIIII	i McGhaineal/Licetheal	
<b>5</b> .	Does Shaft Turn Freely?	(No) No
6.	Does Shaft Have Visible Damage?	(No) No
7.	Assembled Shaft Runout	Inches
-	Na permanent magnet rotor	
8.	Assembled Shaft End Play	inches
	No	

9.	Air Gap Variation <10%			na
<b>1</b> 0.	Lead Condition			(P) Pass
11.	Lead Length			96 Inches
12.	Lead Numbers			T1-T3
13.	Frame Condition			pass
14.	Fan Condition			(N) NA
15.	Broken or Missing Components			na
Initial	Electrical Inspection			
16.	Insulation Resistance/Megger			1612 Megohms
17.	Winding Resistance			
	1-2	1-3	2-3	
	0.01156	0.01153	0.01153	
18.	Perform Surge Test			(P) Pass





	19.	Number of Stator Slots	18	
	20.	Stator Condition	pass	
	21.	Stator Thermistors/Ohms	na	
	22.	Stator Overloads/Ohms	Hall effect sensors	
	•	Broke upon removal of rotor from stator X3		
Λ	/lecha	nical Inspection		
	23.	Drive End Bearing Brand	SKF	
	24.	Drive End Bearing Number-	NU320	



25. Drive End Bearing Qty.	1
26. Drive End Bearing Type	(Roller) Roller Bearing
27. Drive End Lubrication Type	(Grease) Grease Lubricated
28. Drive End Bearing Insulation or Grounding Device?	na
29. Drive End Wavy Washer/Snap-Ring Other Retention Device?	na
30. Drive End Bearing Condition	signs of frosting



31. Opposite Drive End Bearing Brand

32. Opposite Drive End Bearing Number-

6320



33. Opposite Drive End Bearing Qty.	1
34. Opposite Drive End Bearing Type	(Ball) Ball Bearing
35. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
36. Opposite Drive End Bearing Insulation or Grounding Device?	insulated bearing seat on shaft
37. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	na
38. Opposite Drive End Bearing Condition	signs of wear



39	. Drive End Seal		lip seal
-	110-130-12		
40	. Opposite Drive End Seal		na
Roto	r Inspection		
• 41	. Rotor Type/Material		
-	Permanent magnetic rotor		
42	. Growler Test		
-	Na		
43	. Number of Rotor Bars		
-	Na		
44	. Rotor Condition		pass
45	List the Parts needed for the Repair E NU320 6320 New lip seal 110-130-12 3 new Hall effect sensors	Below	
Maal	nanical Fits- Rotor		
	. Shaft Runout		0.001 inches
	. Rotor Runout		0.001 Inches
40		Deter Ded.	Operation Delica Food Booking
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
-	Na		
49	. Coupling Fit Closest to Bearing Hous	ina	
	0 Degrees	90 Degrees	120 Degrees
	0 - 0 - 0 - 0	00 L 0g. 000	
-	Na		
50	. Coupling Fit Closest to the end of the	Shaft	
	0 Degrees	60 Degrees	120 Degrees
-	Na		

51				
51.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	3.9386	3.9387	3.9388	
52.	Drive End Bearing Shaft Fit Condition	1		(P) Pass
53.	Opposite Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	3.9376	3.9376	3.9376	
54.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
55.	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
7	Na			
	anical Fits- Bearing Housings			
56.	Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	8.4655	8.4655	8.4657	
57.				(P) Pass
58.	Opposite Drive End - Endbell Bearing	; Fit		
	0 Degrees	60 Degrees	120 Degrees	
	8.46540000000001	8.4655	8.4656	
	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
60.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	Pass			
~4	Find Dall Air Coal Fite			
61.	End Bell Air Seal Fits	Opposite Drive End Air Seel		
61.	End Bell Air Seal Fits Drive End Air Seal	Opposite Drive End Air Seal		
61.		Opposite Drive End Air Seal		
	Drive End Air Seal	Opposite Drive End Air Seal		
-	Drive End Air Seal	Opposite Drive End Air Seal		
62.	Na List Machine Work Needed Below	Opposite Drive End Air Seal		Cw
62.	Na List Machine Work Needed Below Na	Opposite Drive End Air Seal		Cw
62.	Na List Machine Work Needed Below Na	Opposite Drive End Air Seal		Cw
62.	Na List Machine Work Needed Below Na	Opposite Drive End Air Seal		Cw
62.	Na List Machine Work Needed Below Na	Opposite Drive End Air Seal		Cw
62.	Na List Machine Work Needed Below Na Technician	Opposite Drive End Air Seal		Cw
62. 63.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report	Opposite Drive End Air Seal		Cw
62. 63.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade			Cw
62. 63.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report	Opposite Drive End Air Seal  Balance Grade		Cw
62. 63.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight			Cw
62. 63. <b>Dyna</b> 64.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight  Initial Balance Readings	Balance Grade		Cw
62. 63. <b>Dyna</b> 64.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight			Cw
62. 63. <b>Dyna</b> i 64.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight  Initial Balance Readings	Balance Grade		Cw
62. 63. <b>Dyna</b> i 64.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight  Initial Balance Readings Drive End	Balance Grade		Cw
62. 63. <b>Dyna</b> 64. 65.	Drive End Air Seal  Na List Machine Work Needed Below Na Technician  mic Balance Report Rotor Weight and Balance Grade Rotor Weight  Initial Balance Readings Drive End  Final Balance Readings	Balance Grade  Opposite Drive End		Cw

Re	win	ıd		
		Core Test Results - Watts loss per Po	ound	
	00.	Pre-Burnout	Post Burnout	
		The Bulliout	1 ost Burnout	
	69.	Core Hot Spot Test		
		Pre-Burnout	Post-Burnout	
		Post Rewind Electrical Test- Insulation	n Resistance	
		Post Rewind Polarization Index		
	72.	Post Rewind Winding Resistance		
		1-2	1-3	2-3
	70	Doot Davind Curry Toot		
		Post Rewind Surge Test Post Rewind Hi-Pot		
		Technician		
		Cause of Failure		
		Failure locations		
	10.	DE bearing		
	77	Root cause of failure		
	11.	Mixing of grease and frosting		
Ma	ach:	anical Fits- Rotor - Post Repair		
		Shaft Runout Post Repair		
		Rotor Runout Post Repair		
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
		Divo Liia Boainig i k	Note: Body	Opposite Brive Eria Bearing
	80.	Coupling Fit Closest to Bearing House	ing Post Repair	
		0 Degrees	90 Degrees	120 Degrees
	81.	Coupling Fit Closest to the end of the		
		0 Degrees	60 Degrees	120 Degrees
	82.	Drive End Bearing Shaft Fit Post Rep	air	
	02.	Drive Life bearing offart introst Kep	raii	
		0 Degrees	60 Degrees	120 Degrees
		0 Degrees	60 Degrees	120 Degrees
	83.	0 Degrees Opposite Drive End Bearing Shaft Fit	<u> </u>	120 Degrees
	83.		<u> </u>	120 Degrees 120 Degrees
	83.	Opposite Drive End Bearing Shaft Fit	Post Repair	·
		Opposite Drive End Bearing Shaft Fit	Post Repair	·
		Opposite Drive End Bearing Shaft Fit  O Degrees	Post Repair	·
	84.	Opposite Drive End Bearing Shaft Fit 0 Degrees Shaft Air Seal Fits Post Repair Drive End Air Seal	Post Repair 60 Degrees	·
	84. 85.	Opposite Drive End Bearing Shaft Fit 0 Degrees Shaft Air Seal Fits Post Repair Drive End Air Seal Shaft Repair Sign-off	Post Repair 60 Degrees  Opposite Drive End Air Seal	·
Me	84. 85. <b>ech</b> a	Opposite Drive End Bearing Shaft Fit 0 Degrees Shaft Air Seal Fits Post Repair Drive End Air Seal Shaft Repair Sign-off anical Fits- Bearing Housings - F	Post Repair 60 Degrees  Opposite Drive End Air Seal  Post Repair	·
Me	84. 85. <b>ech</b> a	Opposite Drive End Bearing Shaft Fit 0 Degrees  Shaft Air Seal Fits Post Repair Drive End Air Seal  Shaft Repair Sign-off  anical Fits- Bearing Housings - F  Drive End - Endbell Bearing Fit Post	Post Repair 60 Degrees  Opposite Drive End Air Seal  Post Repair Repair	120 Degrees
Me	84. 85. <b>ech</b> a	Opposite Drive End Bearing Shaft Fit 0 Degrees Shaft Air Seal Fits Post Repair Drive End Air Seal Shaft Repair Sign-off anical Fits- Bearing Housings - F	Post Repair 60 Degrees  Opposite Drive End Air Seal  Post Repair	·
Me	84. 85. <b>echa</b> 86.	Opposite Drive End Bearing Shaft Fit 0 Degrees  Shaft Air Seal Fits Post Repair Drive End Air Seal  Shaft Repair Sign-off anical Fits- Bearing Housings - F Drive End - Endbell Bearing Fit Post 0 Degrees	Post Repair 60 Degrees  Opposite Drive End Air Seal  Post Repair Repair 60 Degrees	120 Degrees
Me	84. 85. <b>echa</b> 86.	Opposite Drive End Bearing Shaft Fit 0 Degrees  Shaft Air Seal Fits Post Repair Drive End Air Seal  Shaft Repair Sign-off  anical Fits- Bearing Housings - F  Drive End - Endbell Bearing Fit Post	Post Repair 60 Degrees  Opposite Drive End Air Seal  Post Repair Repair 60 Degrees	120 Degrees

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88.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
89.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
90	End Bell Repair Sign-off		
Assen	· · · · · ·		
	QC Check All Parts for Cleanliness Pr	ior to Assembly	
	Photograph All Major Components pri	·	
	Final Insulation Resistance Test		
94.	Assembled Shaft Endplay		
95.	Assembled Shaft Runout		
96.	Test Run Voltage		
	Volts	Volts	Volts
97.	Test Run Amperage		
	Amps	Amps	Amps
98.	Drive End Vibration Readings - Inches	s Per Second	
	Horizontal	Vertical	Axial
99.	Opposite Drive End Vibration Reading		
	Horizontal	Vertical	Axial
100.	Ambient Temperature - Fahrenheit		
	Drive End Bearing Temps - Fahrenhe	it	
	5 Minutes	10 Minutes	15 Minutes
102.	Opposite Drive End Bearing Temps -		
	5 Minutes	10 Minutes	15 Minutes
103	Document Final Condition with Picture	es after paint	
	Final Pics and QC Review	and pann	
	a and do notion		

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- 2. PRICE. All quoted prices shall remain firm and binding for a period of thirty (30) days from the date of quotation or for the period specifically stated in the quotation. The price for any and all goods and/or services ordered or approved by Buyer after thirty (30) days from the date of any quotation are subject to any increase in price that may occur after the expiration of thirty (30) days from the issuance of the quotation and the date the Buyer releases any shipment.
- 3. SCOPE OF GOODS AND/OR SERVICES. The goods and/or services provided by Hi-Speed pursuant to any quotation shall be limited exclusively to those goods and/or services expressly identified therein. Hi-Speed does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in any quotation. Modifications, additions or deletions to or from the scope referenced in any quotation shall only bee effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
- **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buver agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
- 7. INSPECTION/ACCEPTANCE. All goods and services ordered pursuant to any quotation shall be subject to inspection by Buyer after delivery or performance to determine conformity with the quotation and/or purchase order and Hi-Speed's advertised or published specifications. Buyer shall have a period of thirty (30) days from shipment of goods at the delivery destination specified in the quotation within which to inspect the goods for conformity with the quotation, order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the quotation, purchase order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to Hi-Speed of any discrepancy, nonconformance or rejection, Hi-Speed shall have sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to Hi-Speed. Buyer shall notify Hi-Speed and arrange for the return of the goods as required. Should such non-conforming services be rejected Hi-Speed shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the warranty provisions herein.
- 8. <u>WARRANTIES.</u> Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

replace any defective or non-conforming goods in accordance with the applicable manufacturer's warranty. Warranty for any defective or incorrect parts is limited to the repair or replacement of those parts. Hi-Speed warrants that all services will conform in all material respects to the description of services identified in the quotation and will be performed in a good and workmanlike manner in accordance with industry practices and standards. Should the services be reasonably rejected or not conform with the foregoing warranties, Hi-Speed shall, at its sole cost, re-perform the defective or nonconforming services. Notwithstanding the foregoing, these warranties do not extend to goods or services to the extent that such goods have been subject to misuse, neglect or abuse not caused by Hi-Speed or have been used in violation of the approved written instructions furnished to Buyer. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HI-SPEED WITH RESPECT TO ALL GOODS SOLD AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. HI-SPEED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICLAR USE OR PURPOSE. BUYER WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY AT EQUITY OR LAW OR CAUSE THIS AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN AS SET FORTH HEREIN, REGARDLESS OF THE CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, GOODS LIABILITY, STRICT LIABILITY OR OTHERWISE.

- 9. <u>LIMITATION OF DAMAGES.</u> HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY.</u> The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. **GOVERNING LAW AND JURISDICTION.** Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. 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.