

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 101711

Prepared for Twin Rivers

1701 Jefferson Parkway White Hall AR 71602

### Table of Contents

AC Inspection as Found - MOTOR SHOP LR



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

Twin Rivers 1701 Jefferson Parkway White Hall, AR 71602

#### AC Inspection - Rev. 2

Location:	MOTOR SHOP LR

Serial Number:

Description:200 HP WORLD WIDE

Hi-Speed Job Number:	101711
Manufacturer:	Other
HP/kW:	200 (HP)
RPM:	1790 (RPM)
Frame:	145/7
Voltage:	230 / 460
Current:	458/229
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.25
Enclosure:	TEFC
# of Leads:	12
J-box Included:	None
Coupling/Sheave:	None
Date Received:	08/08/2023
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No

#### Priorities Found: 🔵 5 - High

ligh 🛛 🕘 6 - Good

- **Overall Condition** 
  - 1. Report Date
    - 2. Nameplate Picture



3. Photos of all six sides of the machine.

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

> FolderID: 101711 FormID: 17555953























































	4.	Describe the Overall Condition of the Equipment as Received Dirty	
In	itial	Mechanical/Electrical	
	5.	Does Shaft Turn Freely?	(Yes) Yes
	6.	Does Shaft Have Visible Damage?	(No) No
	7.	Assembled Shaft Runout	0.002 Inches
	8.	Assembled Shaft End Play	
	9.	Air Gap Variation <10%	
	10.	Lead Condition	(P) Pass



11. Lead Length	18 Inches
12. Lead Numbers	T1-T12
13. Frame Condition	pass
14. Fan Condition	(P) Pass



15.	Broken or Missing Components			j-box
Initial	Electrical Inspection			
16.	Insulation Resistance/Megger			
17.	Winding Resistance			
	1-2	1-3	2-3	
18.	Perform Surge Test			(P) Pass



19. I	Number of Stator Slots	Megohms
	48	
20. 3	Stator Condition	pass
21. \$	Stator Thermistors/Ohms	na
22. \$	Stator Overloads/Ohms	na
Mechar	nical Inspection	

#### 23. Drive End Bearing Brand





24. Drive E	End Bearing Number-	NU319
25. Drive E	End Bearing Qty.	1
26. Drive E	End Bearing Type	(Roller) Roller Bearing
27. Drive E	End Lubrication Type	(Grease) Grease Lubricated
28. Drive E	End Bearing Insulation or Grounding Device?	na
29. Drive E	End Wavy Washer/Snap-Ring Other Retention Device?	na
30. Drive E	End Bearing Condition	signs of chemical burns and skidding
31. Oppos	ite Drive End Bearing Brand	FAG
32. Oppos	ite Drive End Bearing Number-	6313
33. Oppos	ite Drive End Bearing Qty.	1
34. Oppos	ite Drive End Bearing Type	(Ball) Ball Bearing
35. Oppos	ite Drive End Lubrication Type	(Grease) Grease Lubricated
36. Oppos	ite Drive End Bearing Insulation or Grounding Device?	na
37. Oppos	ite Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring
38. Oppos	ite Drive End Bearing Condition	wear



39.	Drive End Seal			slinger
40.	Opposite Drive End Seal			slinger
41.	DE Sleeve Bearing Inside Diameter			
	0 degrees	120 degrees	240 degrees	

42.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
43.	DE Sleeve Bearing Housing Inside Dia		
	0 degrees	120 degrees	240 degrees
44.	DE Sleeve Bearing to Housing Cleara	nce	
	0 degrees	120 degrees	240 degrees
			2.0 409.000
45.	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
46.	ODE Sleeve Bearing Outside Diameter		0.40
	0 degrees	120 degrees	240 degrees
47.	ODE Sleeve Bearing Housing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
	5	5	5
48.	ODE Sleeve Bearing to Housing Clear	rance	
	0 degrees	120 degrees	240 degrees
	Inspection		
49.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
50.	Growler Test		(Pass) Pass
51.	Number of Rotor Bars		(Pass) Pass 40
51. 52.	Number of Rotor Bars Rotor Condition		
51. 52.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B	elow	40
51. 52.	Number of Rotor Bars Rotor Condition	elow	40
51. 52.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i>	elow	40
51. 52. • 53.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313		40
51. 52. • 53.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i>		40 pass
51. 52. • 53.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> <i>6313</i> Signature of Technician that Disassen		40 pass
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51. 52. 53. 54.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> <i>6313</i> Signature of Technician that Disassen		40 pass
51. 52. 53. 54.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen Anical Fits- Rotor Shaft Runout		40 pass
51. 52. 53. 54.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout	nbled Motor	40 pass Cw 0.002 inches
51. 52. 53. 54. <b>(</b> <b>Mech</b> 55.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen Anical Fits- Rotor Shaft Runout		40 pass Cw
51. 52. 53. 54. 54. <b>Mecha</b> 55. 56.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout Drive End Bearing Fit	nbled Motor	40 pass Cw 0.002 inches
51. 52. 53. 54. 54. <b>Mecha</b> 55. 56.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housing	nbled Motor Rotor Body	40 pass Cw Cw 0.002 inches Opposite Drive End Bearing
51. 52. 53. 54. 54. <b>Mecha</b> 55. 56.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout Drive End Bearing Fit	nbled Motor	40 pass Cw 0.002 inches
51. 52. 53. 54. <b>(</b> <b>Mecha</b> 55. 56. 57.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housing	nbled Motor Rotor Body	40 pass Cw Cw 0.002 inches Opposite Drive End Bearing
51. 52. 53. 54. <b>(</b> <b>Mecha</b> 55. 56. 57.	Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B <i>J-box</i> <i>NU319</i> 6313 Signature of Technician that Disassen <b>Anical Fits- Rotor</b> Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Housin 0 Degrees	nbled Motor Rotor Body	40 pass Cw Cw 0.002 inches Opposite Drive End Bearing

	59.	Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		3.7418	3.7419	3.7419	
	60.	Drive End Bearing Shaft Fit Condition			(P) Pass
	61.	Opposite Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		2.5595	2.5596	2.5597	
	62.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
		Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
N	lecha	anical Fits- Bearing Housings			
	64.	Drive End - Endbell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		7.8751	7.8756	7.8756	
	65.	Drive End - Endbell Bearing Fit Condi	tion		(F) Fail
		Opposite Drive End - Endbell Bearing			
		0 Degrees	60 Degrees	120 Degrees	
		5.5125	5.5132	5.5133	
	67.	Opposite Drive End - Endbell Bearing			(F) Fail
		Bearing Cap Condition			(. ,
		Drive End Bearing Cap	Opposite Drive End Bearing Cap		
		2110 2110 Dearing Cap	opposite Entre End Bearing Cap		
	•	Pass			
	69.	End Bell Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
_					
	70.	List Machine Work Needed Below			
		Both end bell bearing fits			
	71.	Technician			Cw
			- /		
	- 1		$\mathcal{C}$		
	C				
D	ynar	nic Balance Report			
	72.	Rotor Weight and Balance Grade			
		Rotor Weight	Balance Grade		
		<u> </u>			
	73.	Initial Balance Readings			
		Drive End	Opposite Drive End		
	74				
	74.	Final Balance Readings			
		Drive End	Opposite Drive End		
	75.	Technician			
P	ewin				
R	ewin	iu iu			

76.	Core Test Results - Watts loss per Po	und	
	Pre-Burnout	Post Burnout	
77.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
	Post Rewind Electrical Test- Insulation	n Resistance	
	Post Rewind Polarization Index		
80.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
81	Post Rewind Surge Test		
	Post Rewind Hi-Pot		
	Technician		
	Cause of Failure		
	Failure locations		
0.11	Bearings and both end bell bearing fits	are oversized	
85.	Root cause of failure		
	Wear		
Mecha	anical Fits- Rotor - Post Repair		
86.	Shaft Runout Post Repair		
87.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
88.	Coupling Fit Closest to Bearing Housi	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees
80	Coupling Fit Closest to the end of the	Shaft Post Penair	
09.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	ob Degrees	120 Degrees
90.	Drive End Bearing Shaft Fit Post Repa	air	
	0 Degrees	60 Degrees	120 Degrees
			5
91.	Opposite Drive End Bearing Shaft Fit	Post Repair	
	0 Degrees	60 Degrees	120 Degrees
02	Shoft Air Soal Fite Deet Depair		
92.	Shaft Air Seal Fits Post Repair Drive End Air Seal	Opposite Drive End Air Seal	
	Drive End All Seal	Opposite Drive End All Seal	
93.	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - P	ost Repair	
	Drive End - Endbell Bearing Fit Post F	-	
	0 Degrees	60 Degrees	120 Degrees
	-		-
95.	Opposite Drive End - Endbell Bearing		
	0 Degrees	60 Degrees	120 Degrees

96.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
97.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
98.	DE Sleeve Bearing Inside ID Post Rep		
	Measure 1	Measure 2	Measure 3
99.	DE Sleeve Bearing Outside ID Post R		
	Measure 1	Measure 2	Measure 3
100	DE Sleeve Bearing Inside OD Post Re	poeir	
100.			Magaura 2
	Measure 1	Measure 2	Measure 3
101	DE Sleeve Bearing Outside OD Post I	Repair	
	Measure 1	Measure 2	Measure 3
			modouro o
102.	End Bell Repair Sign-off		
	ODE Sleeve Bearing Inside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
104.	ODE Sleeve Bearing Outside ID Post	Repair	
	Measure 1	Measure 2	Measure 3
105.	ODE Sleeve Bearing Inside OD Post I	Repair	
	Measure 1	Measure 2	Measure 3
106.	ODE Sleeve Bearing Outside OD Pos	•	
	Measure 1	Measure 2	Measure 3
A	u h h z		
Assen	-	in to Announce by	
	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		
112.	Test Run Voltage		
	Volts	Volts	Volts
112	Test Run Amperage		
113.	Amps	Amps	Amps
	Allipo	odinu.	פקוות
114	Drive End Vibration Readings - Inches	Per Second	
	Horizontal	Vertical	Axial
115.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial

116.	Ambient Temperature - Fahrenheit		
	Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
118.	Drive End Bearing Temps - Fahrenheit 20-30 Minutes		
	20 Minutes	25 Minutes	30 Minutes
119.	Drive End Bearing Temps - Fahrenhe		
	35 Minutes	40 Minutes	45 Minutes
120	. Drive End Bearing Temps - Fahrenheit 50-60 Minutes		
120.	50 Minutes	55 Minutes	60 Minutes
121.	Opposite Drive End Bearing Temps -	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes
122.	Opposite Drive End Bearing Temps -		
	20 Minutes	25 Minutes	30 Minutes
123	. Opposite Drive End Bearing Temps - Fahrenheit 35-45 Minutes		
120.	35 Minutes	40 Minutes	45 Minutes
		-o Windles	
124.	Opposite Drive End Bearing Temps - Fahrenheit 50-60 Minutes		
	50 Minutes	55 Minutes	60 Minutes
125.	Stator Temperatures- Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
126	26. Stator Temperatures- Fahrenheit 20-30 Minutes		
120.	20 Minutes	25 Minutes	30 Minutes
127. Stator Temperatures- Fahrenheit 35-45 Minutes			
	35 Minutes	40 Minutes	45 Minutes
128.	Stator Temperatures- Fahrenheit 50-6		
	50 Minutes	55 Minutes	60 Minutes
120	Document Final Condition with Picture	es after naint	
	Final Pics and QC Review		
150.			



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- 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.
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- 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. 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

**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.