HI-SPEED INDUSTRIAL SERVICE

KEEPING YOUR FACILITY UP TO SPEED

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 102711

Prepared for ARKANSAS INDUSTRIAL MACHINERY

3804 N. NONA ST
NORTH LITTLE ROCK AR 72118

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

AC Inspection as Found

ARKANSAS INDUSTRIAL MACHINERY
3804 N. NONA ST
NORTH LITTLE ROCK, AR 72118

FolderID: 102711
FormID: 20193256

AC Inspection - Rev. 2

Location:	Shop
Serial Number:	3GV1211067435003
Description:	75KW ABB 3581 RPM

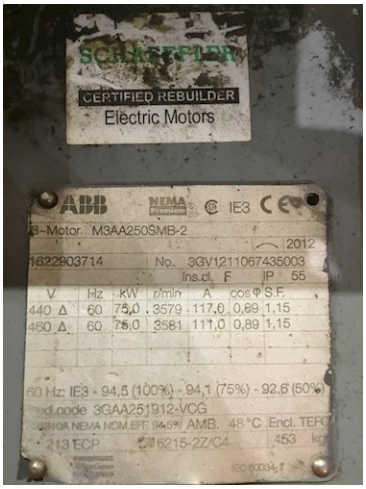
Hi-Speed Job Number:	102711
Manufacturer:	ABB
Product Number:	M: M3AA250SMB-2
Serial Number:	3GV1211067435003
HP/kW:	75 (kW)
RPM:	3581 (RPM)
Frame:	350SMB
Voltage:	460
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	6
J-box Included:	Complete
Coupling/Sheave:	None
Date Received:	03/27/2024
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	No
Shaft Machined Fit Repairs Required:	Yes
Bearing Housing Machined Fit Repairs Required:	No
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

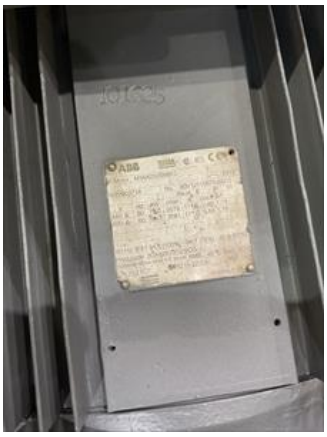
Priorities Found: **11 - Good**

Overall Condition

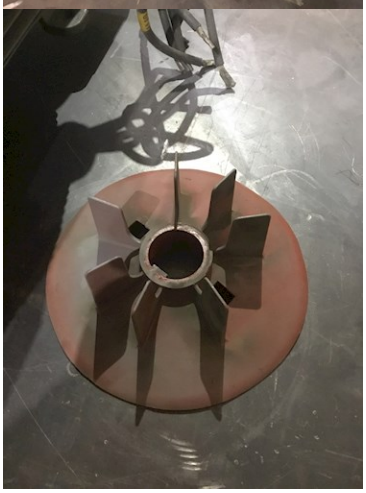
1.	Report Date	**04/26/2024**

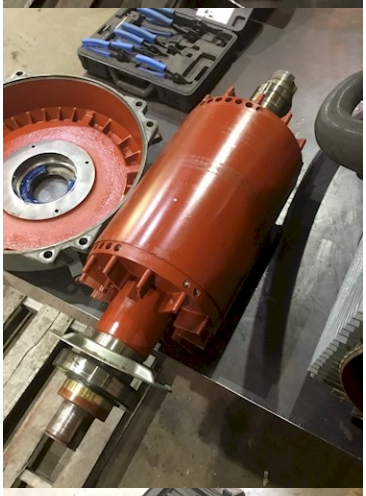
2. Nameplate Picture

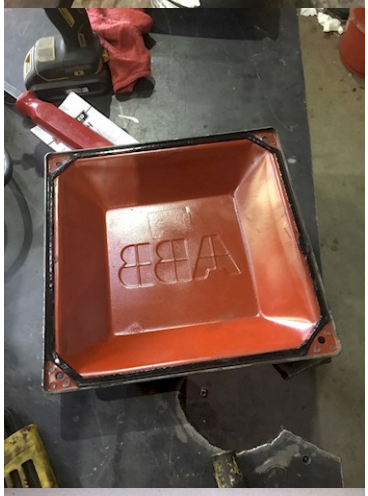


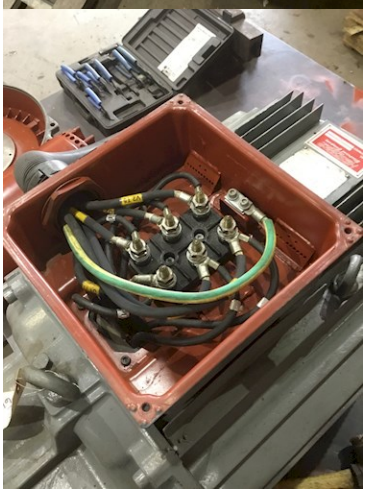


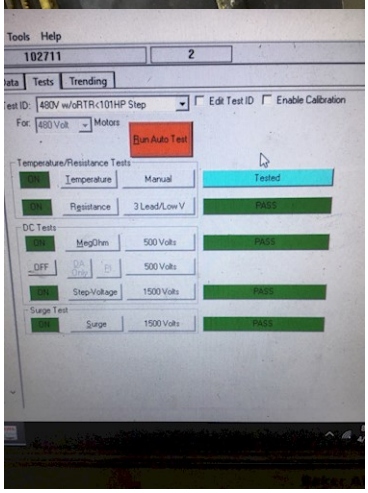
3. Photos of all six sides of the machine.

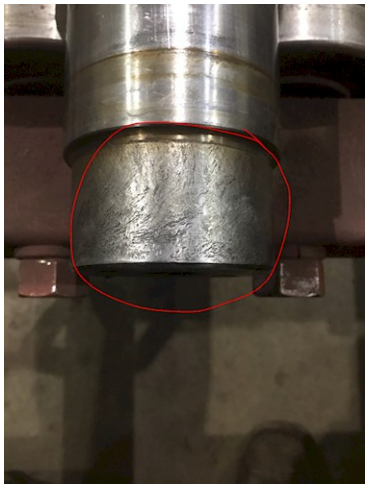










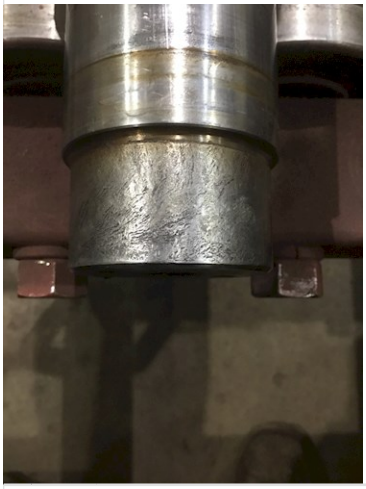


Excessive wear where the gear rides

Water in remaining oil and metal shavings

	4. Describe the Overall Condition of the Equipment as Received ***Dirty***	
	5. Report Date [COPY]	
Initial Mechanical/Electrical		
●	6. Does Shaft Turn Freely?	**(Y) Yes**
●	7. Does the shaft require T.I.R in Lathe to identify additional repairs?	**(No) No**

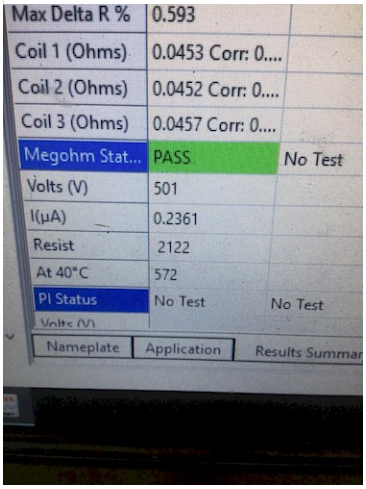
8.	Does Shaft Have Visible Damage?	**(Yes) Yes**
	Excessive wear on gear fit	



9.	Assembled Shaft Runout	**Inches**
	Unable to get accurate measurements due to wear	
10.	Assembled Shaft End Play	**inches**
	Na	
11.	Air Gap Variation <10%	
	Na	
12.	Lead Condition	**(P) Pass**
13.	Lead Length	**100 Inches**
14.	Does it have Lugs?, If so what is the Stud Size?	**(No) No**
	Has end clamps	
15.	Lead Numbers	**1-6**
16.	Frame Condition	**pass**
17.	Fan Condition	**(P) Pass**
18.	Broken or Missing Components	**na**

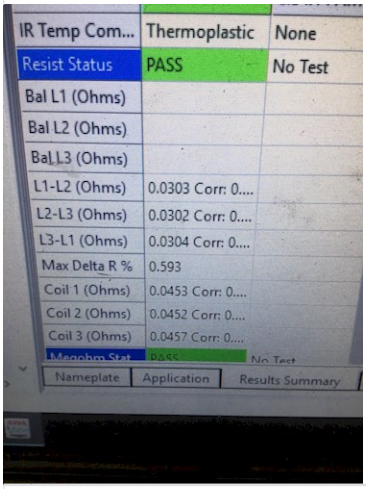
Initial Electrical Inspection

19.	Insulation Resistance/Megger	**Megohms**
	Na	

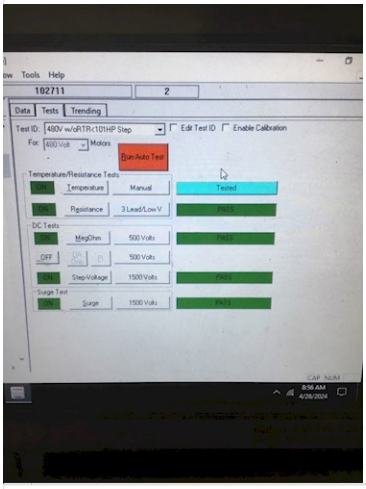


20.	Winding Resistance		
	1-2	1-3	2-3

Na



21.	Perform Surge Test	**(P) Pass**



22.	Number of Stator Slots	**48**
23.	Stator Condition	**pass**
24.	Stator Thermistors/Ohms	**na**
25.	Stator Overloads/Ohms	

Na

Mechanical Inspection

26.	Drive End Bearing Brand	**SKF**

27.	Drive End Bearing Number-	**NU 213**
28.	Drive End Bearing Qty.	**1**
29.	Drive End Bearing Type	**(Roller) Roller Bearing**
30.	Drive End Lubrication Type	**(Oil) Oil Lubricated**
31.	Drive End Bearing Insulation or Grounding Device?	**na**
32.	Drive End Wavy Washer/Snap-Ring Other Retention Device?	**snap ring**
33.	Drive End Bearing Condition	

Signs of contamination

34.	Opposite Drive End Bearing Brand	**SKF**

35.	Opposite Drive End Bearing Number-	**6215**
36.	Opposite Drive End Bearing Qty.	**1**
37.	Opposite Drive End Bearing Type	**(Ball) Ball Bearing**
38.	Opposite Drive End Lubrication Type	**(Grease) Grease Lubricated**
39.	Opposite Drive End Bearing Insulation or Grounding Device?	**na**
40.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	**snap ring**
41.	Opposite Drive End Bearing Condition	

Bad

42.	Drive End Seal	

Seal kit

43.	Opposite Drive End Seal	

Na

Rotor Inspection

44.	Rotor Type/Material	**(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast**
45.	Growler Test	**(Pass) Pass**
46.	Number of Rotor Bars	**40**
47.	Rotor Condition	**pass**
48.	List the Parts needed for the Repair Below	

Seal kit
NU213
6215

49.	Signature of Technician that Disassembled Motor	**Cw**

Mechanical Fits- Rotor

50.	Shaft Runout	**inches**

To much wear to get accurate measurements

51.	Rotor Runout	

Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing

Na

52. Coupling Fit Closest to Bearing Housing

0 Degrees	90 Degrees	120 Degrees

Na

53. Coupling Fit Closest to the end of the Shaft

0 Degrees	60 Degrees	120 Degrees

Na

54. Drive End Bearing Shaft Fit

0 Degrees	60 Degrees	120 Degrees
2.5602	**2.5602**	**2.5602**

55. Drive End Bearing Shaft Fit Condition **(P) Pass**

56. Opposite Drive End Bearing Shaft Fit

0 Degrees	60 Degrees	120 Degrees
2.9534	**2.9533**	**2.9534**

57. Opposite Drive End Bearing Shaft Fit Condition **(P) Pass**

58. Shaft Air Seal Fits

Drive End Air Seal	Opposite Drive End Air Seal

Na

Mechanical Fits- Bearing Housings

59. Drive End - Endbell Bearing Fit

0 Degrees	60 Degrees	120 Degrees
4.7253	**4.7253**	**4.7254**

60. Drive End - Endbell Bearing Fit Condition **(P) Pass**

61. Opposite Drive End - Endbell Bearing Fit

0 Degrees	60 Degrees	120 Degrees
5.119	**5.1189**	**5.1188**

62. Opposite Drive End - Endbell Bearing Fit Condition **(P) Pass**

63. Bearing Cap Condition

Drive End Bearing Cap	Opposite Drive End Bearing Cap

Pass

64. End Bell Air Seal Fits

Drive End Air Seal	Opposite Drive End Air Seal

Na

65. List Machine Work Needed Below

DE shaft gear fit

66. Technician **Cw**

Root Cause of Failure

67. Failure locations

Bearings and shaft gear fit

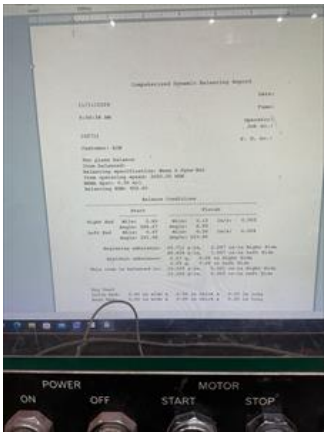
68. Root cause of failure

Excessive wear

Dynamic Balance Report

69. Rotor Weight and Balance Grade

Rotor Weight	Balance Grade



70. Initial Balance Readings

Drive End	Opposite Drive End
.80	**.87**

71. Final Balance Readings

Drive End	Opposite Drive End
.13	**.20**

72. Technician **RW**

Mechanical Fits- Rotor - Post Repair

73. Shaft Runout Post Repair **inches**

74. Rotor Runout Post Repair

Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing

75. Coupling Fit Closest to Bearing Housing Post Repair

0 Degrees	90 Degrees	120 Degrees

76. Coupling Fit Closest to the end of the Shaft Post Repair

0 Degrees	60 Degrees	120 Degrees

77. Drive End Bearing Shaft Fit Post Repair

0 Degrees	60 Degrees	120 Degrees

78. Opposite Drive End Bearing Shaft Fit Post Repair

0 Degrees	60 Degrees	120 Degrees

79.	Shaft Air Seal Fits Post Repair	
	Drive End Air Seal	Opposite Drive End Air Seal
80.	Shaft Repair Sign-off	

Assembly

81.	QC Check All Parts for Cleanliness Prior to Assembly	**RW**

82.	Photograph All Major Components prior to assembly	**(Complete) Complete**

83.	Final Insulation Resistance Test	**46,400 Megohms**

84.	Assembled Shaft Endplay	**inches**
85.	Assembled Shaft Runout	**inches**
86.	Test Run Voltage	

Volts	Volts	Volts
92	**90**	**90**

Co sign TRH

87.	Test Run Amperage	

Amps	Amps	Amps

	14.9	**24.8**	**14.8**
88.	Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
89.	Opposite Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
90.	Ambient Temperature - Fahrenheit		
91.	Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
92.	Opposite Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
93.	Document Final Condition with Pictures after paint		

94. Final Pics and QC Review **RW**

Co sign TRH

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

AC Recondition Repair Report

FolderID: 102711
FormID: 20193501

ARKANSAS INDUSTRIAL MACHINERY
3804 N. NONA ST
NORTH LITTLE ROCK, AR 72118

Shop

Priorities Found:

General		
1.	Job Number	**102711**
2.	Report Date	**04/25/2024**
3.	Customer	**AIM**
Name Plate Information		
4.	Manufacturer	**ABB**
5.	Model	**M3AA250SMB-2**
6.	Serial Number	**33V1211067435003**
7.	Horsepower	**HP**
8.	KW	**75 KW**
9.	Volts	**460 Volts**
10.	Amps	**111 Amps**
11.	RPM	**3581 RPM**
12.	Frame	
	Na	
13.	Enclosure	**TEFC**
14.	Cycles	**60 HZ**
15.	Phase	**3 PH**
16.	Service Factor	**1.15**
17.	Motor Mount Position	**Horizontal**
Initial Inspection		
18.	Number of Leads	**6**
19.	Lead Length	**Inches**
20.	Lead Size	
21.	Lead Condition	
22.	Lead Markings	
23.	Lug Size, Condition, and Type	
24.	Winding RTD's	
25.	Winding Rtd's Condition	
26.	Shaft Run Out	
27.	Does Shaft Turn Freely	
28.	Does Shaft Have Visible Damage	
29.	Bearing Rtd's	
30.	Bearing Rtd's Condition	
31.	Contamination	
32.	Frame Condition	

33.	Fan Condition
34.	Broken or missing components
Initial Electric Test	
35.	Resistance to Ground
36.	Winding Resistance 1-2
37.	Winding Resistance 2-3
38.	Winding Resistance 1-3
39.	Resistive Imbalance
40.	Hi-Pot
41.	Surge Test
42.	Stator Condition
43.	Failure Location
Initial Rotor Inspection	
44.	Rotor Type
45.	Air Gap <10% Variation
46.	Number of Rotor Bars
47.	Number of Broken Rotor Bars
48.	Growler Test
49.	Rotor Condition
Mechanical Inspection	
50.	Bearing Manufacture
51.	Bearing DE Size
52.	Bearing DE Type
53.	DE Bearing Qty.
54.	Bearing ODE Size
55.	Bearing ODE Type
56.	ODE Bearing Qty.
57.	Insulated Bearing
58.	Lubrication Type
59.	Grease Condition
60.	Bearing Retainers
61.	Shaft Grounding Device
62.	DE Seal
63.	DE Seal Type/Size
64.	ODE Seal
65.	ODE Seal Type/Size
Root Cause of Failure	
66.	Component Failure
67.	Cause of Failure
68.	Comments
69.	Service Technician
Machine Fit Inspection Report	
70.	Shaft Run Out
71.	Initial Shaft Run Out
72.	Final Shaft Run Out
73.	DE Bearing Shaft Fit
74.	DE Initial Shaft Bearing Fit Size 1

75.	DE Initial Shaft Bearing Fit Size 2
76.	DE Initial Shaft Bearing Fit Size 3
77.	DE Finial Shaft Bearing Fit Size 1
78.	DE Finial Shaft Bearing Fit Size 2
79.	DE Finial Shaft Bearing Fit Size 3
80.	ODE Bearing Shaft Fit
81.	ODE Initial Shaft Bearing Fit Size 1
82.	ODE Initial Shaft Bearing Fit Size 2
83.	ODE Initial Shaft Bearing Fit Size 3
84.	ODE Finial Shaft Bearing Fit Size 1
85.	ODE Finial Shaft Bearing Fit Size 2
86.	ODE Finial Shaft Bearing Fit Size 3
87.	DE Air Seal Shaft Fit
88.	DE Initial Air Seal Shaft Size
89.	DE Final Air Seal Shaft Size
90.	ODE Air Seal Shaft Fit
91.	ODE Initial Air Seal Shaft Size
92.	ODE Final Air Seal Shaft Size
93.	DE Endbell Fit
94.	DE Initial Endbell Fit Size 1
95.	DE Initial Endbell Fit Size 2
96.	DE Initial Endbell Fit Size 3
97.	DE Final Endbell Fit Size 1
98.	DE Finial Endbell Fit Size 2
99.	DE Final Endbell Fit Size 3
100.	DE Endbell Fit Insulated
101.	DE Endbell Air Seal Fit
102.	Initial Endbell Air Seal Fit Size
103.	Finial Endbell Air Seal Fit Size
104.	ODE Endbell Fit
105.	ODE Initial Endbell Fit Size 1
106.	ODE Initial Endbell Fit Size 2
107.	ODE Initial Endbell Fit Size 3
108.	ODE Final Endbell Fit Size 1
109.	ODE Final Endbell Fit Size 2
110.	ODE Final Endbell Fit Size 3
111.	ODE Endbell Fit Insulated
112.	ODE Endbell Air Seal Fit
113.	ODE Initial Endbell Seal Fit Size
114.	ODE Finial Endbell Seal Fit Size
115.	Foot Flatness
116.	Foot Condition
117.	Flange Condition
118.	Service Technician
Balancing Report	
119.	Balance Type
120.	Balance Operating Speed

121.	Start Left End
122.	Start Right End
123.	Balancing Specification
124.	Finish Left End
125.	Finish Right End
126.	Service Technician
Assembly and Final Test	
127.	Meggar Testing Reading
128.	Surge Test
129.	Hi-Pot
130.	Winding Resistance 1-2
131.	Winding Resistance 2-3
132.	Winding Resistance 1-3
133.	Test Run Voltage Phase A
134.	Test Run Amps A
135.	Test Run Voltage Phase B
136.	Test Run Amps B
137.	Test Run Voltage Phase C
138.	Test Run Amps C
139.	DE Horizontal Vibration Reading
140.	DE Vertical Vibration Reading
141.	DE Axial Vibration Reading
142.	ODE Horizontal Vibration Reading
143.	ODE Vertical Vibration Reading
144.	ODE Axial Vibration Reading
145.	Ambient Temp at start of Test Run
146.	Temp at 5 minutes
147.	Temp at 10 minutes
148.	Temp at 15 minutes
149.	Temp at 20 minutes
150.	Temp at 25 minutes
151.	Temp at 30 minutes
152.	Temp at 35 minutes
153.	Temp at 40 minutes
154.	Temp at 45 minutes
155.	Temp at 50 minutes
156.	Temp at 55 minutes
157.	Temp at 60 minutes
158.	Motor Paint
159.	Service Technician

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. **BILLING AND PAYMENT TERMS.** 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 Buyer 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. **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. **SEVERABILITY.** 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. **NONWAIVER.** 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.