

LR Motor Shop Repairs

Job Number 102667

Prepared for Centria (10681)

P.O. Box 99 Sheridan AR 72150

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DC Repair Report - LR MOTORS

DC Repair Report Rev. 2: 102667

1.0





DC Repair Report Centria (10681)

P.O. Box 99 Sheridan, AR 72150 FolderID: 102667 FormID: 19810106

DC Repair Report Rev. 2

Location: LR MOTORS

Job Number: 102667

Description:5 HP DC

Hi-Speed Job Number:	102667
Manufacturer:	Baldor
Serial Number:	S0008300038
HP/KW:	5 (HP)
RPM:	1750
Frame:	184C
Armature Voltage:	180 (Volts)
Armature Current:	24.5 (Amps)
J-Box Included:	Yes
Date Received:	03/19/2024
Bearing RTDS:	No
Winding RTDS:	No

Overall Condition

 Describe the Overall Condition of the Equipment as Received
 Dirty

2. Nameplate Picture





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3.	Distance From the End of the Shaft to	the end of the Face of the Sheave/Coupling	
Initial	Mechanical/Electrical		
4.	Does the Shaft Turn Freely?		
5.	Does Shaft Have Visible Damage?		
6.	Assembled Shaft Runout		
7.	Assembled Shaft End Play		
8.	Air Gap Variation <10%		
9.	Lead Condition		
10.	Lead Length		
11.	Frame Condition		
12.	Fan Condition		
13.	Brush Information		
	Brush Number	Quantity	Condition
	Brush Holder Condition - Verify prope	r gap to Commutator	
	ning Electrical Test		
15.	. General Condition of the Armature/Commutator		
16.	. Armature Insulation Resistance to Ground		
	Field Circuit Insulation Resistance to Ground		
	Interpole Circuit Insulation Resistance to Ground		
	Total Field Ohms		
20.	Field Ohms		
	Between F1/F2	Between F3/F4	
	MegOhms between Fields and Series		
22.	Series Drop Test 1&2		
	Series 1	Series 2	
22	Sories Drop Toot 284		
23.	Series Drop Test 3&4	Carias 4	
	Series 3	Series 4	
24	Field Drop Test Fields 1&2		
	Total AC Voltage	Field #1	Field #2
	Total 710 Vollago	11010 111	11010 112

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25.	Field Drop Test Fields 3&4		
	Field #3	Fleld #4	Field #2
26.	Field Drop Test Fields 5&6		
	Field #5	Fleld #6	Field #2
27.	Field Drop Test Fields 7&8		
	Field #7	Fleld #8	Field #2
20	Internals Dran Tost 192		
20.	Interpole Drop Test 1&2	Internals #4	latera ele #2
	Total AC Voltage	Interpole #1	Interpole #2
29.	Interpole Drop Test 3&4		
	Interpole #3	Interpole #4	Field #2
	morpole ne	morpole " i	11014 112
30.	Interpole Drop Test 5&6		
	Interpole #5	Interpole #6	Field #2
31.	Interpole Drop Test 7&8		
	Interpole #7	Interpole #8	Field #2
00	A . N . L . (D . D . D	_	
32.	Armature Number of Bars - Bar to Bar		
	Number of Bars	Bar to Bar Test	
Mecha	anical Inspection		
	Shaft Runout Drive End		
	Shaft Runout Armature		
	Drive End Bearing Journal	Armature Core	ODE Bearing Journal
	Ü		ŭ
35.	Drive End Bearing Number		
36.	Drive End Bearing Quantity		
37.	Drive End Bearing Type		
38.	Drive End Lubrication Type		
39.	Drive End Bearing Insulation or Grounding Device?		
40.	Drive End Wavy Washer/Snap-Ring Other Retention Device?		
41.	Drive End Bearing Condition		
42.			
43.	Opposite Drive End Bearing Quantity		
44.	Opposite Drive End Bearing Type		
45.	71		
46.			
47.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?		
48.	Opposite Drive End Bearing Condition		
49.	Signature of Technician who Performe		
	List Parts Needed Prior to Reassembl	у	
	lechanical Fits - Armature		
51.	Coupling Fit Closest to Bearing Housing		
	0 Degrees	60 degrees	120 degrees

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52.	Coupling Fit Closest to the End of the Shaft		
	0 Degrees	60 degrees	120 degrees
53.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	Drive End Bearing Shaft Fit Condition		
55.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
56.	Opposite Drive End Bearing Shaft Fit	Condition	
	Shaft Air Seal Fits	Condition	
07.	Drive End Air Seal	Opposite Drive End Air Seal	
	Drive End Air Sear	Opposite Drive End All Geal	
Mecha	anical Fits- Bearing Housings		
	Drive End - End Bell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	Ü	J	9
59.	Drive End - Endbell Bearing Fit Condi	tion	
60.	Opposite Drive End - End Bell Bearing	g Fit	
	0 Degrees	60 Degrees	120 Degrees
0.4	0	Ev. O	
61.	3		
62.	Bearing Cap Condition	0	
	Drive End	Opposite Drive End	
63.	End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
64.	List any Machine work Needed Below		
65.	Signature of Technician Performing Measurements		
Root (Cause of Failure		
66.	Failure Locations		
	Armature		
67.	Root Cause of Failure		
	Shorted to ground		
Comn	nutator Data		
68.	11 0		
69.	Number of Bars		
70.	Number of Wires Per Copper Bar and		
	Number of Wires per Bar	Wire Size	
71	Equalizers per Copper Bar and Equal	izar Wiro Siza	
/ 1.		Wire Size	
	Equalizers per Bar	vviile Size	
72.	Document Commutator Diameter, Mir	nimum and Max	
	Current Comm Diameter	Minimum Comm Diameter	Maximum Comm Diameter
	21.000.000		

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72	Commutator Shaft Diameter		
73.		Dools Choft Diameter	
	Front Shaft Diameter	Back Shaft Diameter	
74	Commutator Type		
75.	Commutator Bore		
	Signature of Technician Recording Da	ıta	
	nic Balance Report		
-	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
	Notor Weight	Dalance Grade	
78.	Initial Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
	Ç		
79.	Final Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
	Signature of the Balance Technician		
	Armature Rewind Testing		
_	Post Rewind Armature Insulation Res		
	Post Rewind Field Circuit Measure the		
83.	Post Rewind Armature Number of Bar	s - Bar to Bar Test	
	Number of Bars	Bar to Bar Test	
84.	Post Rewind Field Circuit Insulation R	esistance to Ground	
	Post Rewind Interpole Circuit Insulation		
	Post Rewind Field Drop Test Fields 18		
00.	Total AC Voltage	Field #1	Field #2
	Total Ao Voltage		TICIU #2
87.	Post Rewind Field Drop Test Fields 38	3 4	
	Field #3	Fleld #4	Field #2
88.	Post Rewind Field Drop Test Fields 58	3.6	
	Field #5	Fleld #6	Field #2
89.	Post Rewind Field Drop Test Fields 78		F: 11 #0
	Field #7	Fleld #8	Field #2
90.	Post Rewind Interpole Drop Test 1&2		
	Total AC Voltage	Interpole #1	Interpole #2
	rotal file voltage	merpere m	morpoie #2
91.	Post Rewind Interpole Drop Test 3&4		
	Interpole #3	Interpole #4	Field #2
	·		
92.	Post Rewind Interpole Drop Test 5&6		
	Interpole #5	Interpole #6	Field #2
	B (B) 11 () B = 7 (-22)		
93.	Post Rewind Interpole Drop Test 7&8	1.1	E'. 11 #0
	Interpole #7	Interpole #8	Field #2

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Deat !			
	Mechanical Repair		
94.	Post Repair Coupling Fit Closest to B	earing Housing	
	0 Degrees	60 degrees	120 degrees
95.	Post Repair Coupling Fit Closest to the		
	0 Degrees	60 degrees	120 degrees
00	D . D . D . E . D . O . "	F	
96.	Post Repair Drive End Bearing Shaft		100 5
	0 Degrees	60 Degrees	120 Degrees
97	Post Repair Drive End Bearing Shaft	Fit Condition	
	Post Repair Drive End Opposite Drive		
00.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	00 Degrees	120 Degrees
99.	Post Repair Drive End Opposite Drive	End Bearing Shaft Fit Condition	
	Post Repair Drive End - End Bell Bea	-	
	0 Degrees	60 Degrees	120 Degrees
	Ŭ	G .	Ğ
101.	Post Repair Drive End - Endbell Bear	ing Fit Condition	
102.	Post Repair Opposite Drive End - End	d Bell Bearing Fit	
	0 Degrees	60 Degrees	120 Degrees
	Post Repair Opposite Drive End - End	dbell Bearing Fit Condition	
104.	Post Repair Bearing Cap Condition		
	Drive End	Opposite Drive End	
105.	05. Post Repair End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Dive End / III Codi		
106.	Signature of Tech Performing Mechan	· ·	
106.	Signature of Tech Performing Mechan	· ·	
Assen	Signature of Tech Performing Mechan	nical Repairs	
Asser	Signature of Tech Performing Mechannels nbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P	nical Repairs	
107. 108.	Signature of Tech Performing Mechan mbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been	
107. 108.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been ut	
107. 108.	Signature of Tech Performing Mechan mbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been	
107. 108. 109.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout	
107. 108. 109.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current	
107. 108. 109.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout	
107. 108. 109.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current	
107. 108. 109.	Signature of Tech Performing Mechaninbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage	nical Repairs ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current	
107. 108. 109.	Signature of Tech Performing Mechaninbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current	
107. 108. 109.	Signature of Tech Performing Mechanibly Take Pictures of all Major Component Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage Document Vibration Readings Drive B	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current End	
107. 108. 109.	Signature of Tech Performing Mechaninbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current	Axial
107. 108. 109. 110.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage Document Vibration Readings Drive B Horizontal	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current End Vertical	Axial
107. 108. 109. 110.	Signature of Tech Performing Mechan mbly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage Document Vibration Readings Drive B Horizontal Document Vibration Readings Oppos	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current End Vertical ite Drive End	
107. 108. 109. 110.	Signature of Tech Performing Mechanibly Take Pictures of all Major Componen Verify Brush Box Holders Have the P Seated Properly Assembled Shaft End Play and Runo Shaft Endplay Perform No-Load Test Run, Record A Voltage Perform No-Load Test Run, Record F Voltage Document Vibration Readings Drive B Horizontal	ts Prior to Reassembly roper Clearance, and Brushes have been ut Shaft Runout Armature Voltage and Current Current Field Voltage and Current Current End Vertical	Axial

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114.	114. Perform Full-Load Test Run, Record Armature Voltage and Current		
	Voltage	Current	
115.	115. Perform Full-Load Test Run, Record Field Voltage and Current		
	Voltage	Current	
116.	116. Document Vibration Readings Under Full Load Drive End		
	Horizontal	Vertical	Axial
117. Document Vibration Readings Under Full Load Opposite Drive End			
	Horizontal	Vertical	Axial
118.	Ambient Temperature		
119.	119. Drive End Bearing Temps Under Full Load		
	5 Minutes	10 Minutes	15 Minutes
120.	Opposite Drive End Bearing Temps U	nder Full Load	
	5 Minutes	10 Minutes	15 Minutes
121.	Final Test Run Sign-Off		
122.	122. Document Final Condition With Pictures		
123.	Final QC Sign-Off		



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

- 1. APPLICABILITY. The sale of any and all goods and/or services by Mock, Inc. d/b/a Hi-Speed Industrial Service ("Hi-Speed") shall be specifically conditioned upon and subject to the following terms and conditions which are incorporated by reference into any contracts and purchase orders with Hi-Speed, and which shall form and become a part of any agreement related thereto. Buyer's acceptance of any offer or quotation made by Hi-Speed for sale of any goods or services is expressly made subject to the terms and conditions set forth herein and to be so effective, Buyer need not sign or approve these Terms and Conditions to be bound hereunder provided a copy of same is provided to Buyer through any means. None of the terms and conditions contained herein may be added to, expanded, changed, modified, superseded or otherwise altered except as revised in writing and duly executed by Hi-Speed, and all orders received by Hi-Speed shall be governed only by the terms and conditions contained herein, notwithstanding any terms, conditions or provisions of any purchase order, release order, authorization or any other form issued by the Buyer. Hi-Speed hereby objects to any additional, modified, changed, deleted, altered or other terms and conditions not contained herein and notifies Buyer that any such terms or provisions are expressly rejected by Hi-Speed.
- 2. PRICE. All quoted prices shall remain firm and binding for a period of thirty (30) days from the date of quotation or for the period specifically stated in the quotation. The price for any and all goods and/or services ordered or approved by Buyer after thirty (30) days from the date of any quotation are subject to any increase in price that may occur after the expiration of thirty (30) days from the issuance of the quotation and the date the Buyer releases any shipment.
- 3. SCOPE OF GOODS AND/OR SERVICES. The goods and/or services provided by Hi-Speed pursuant to any quotation shall be limited exclusively to those goods and/or services expressly identified therein. Hi-Speed does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in any quotation. Modifications, additions or deletions to or from the scope referenced in any quotation shall only bee effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
- **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buver agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
- 7. INSPECTION/ACCEPTANCE. All goods and services ordered pursuant to any quotation shall be subject to inspection by Buyer after delivery or performance to determine conformity with the quotation and/or purchase order and Hi-Speed's advertised or published specifications. Buyer shall have a period of thirty (30) days from shipment of goods at the delivery destination specified in the quotation within which to inspect the goods for conformity with the quotation, order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the quotation, purchase order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to Hi-Speed of any discrepancy, nonconformance or rejection, Hi-Speed shall have sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to Hi-Speed. Buyer shall notify Hi-Speed and arrange for the return of the goods as required. Should such non-conforming services be rejected Hi-Speed shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the warranty provisions herein.
- 8. WARRANTIES. Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

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

- 9. <u>LIMITATION OF DAMAGES.</u> HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY.</u> The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. **GOVERNING LAW AND JURISDICTION.** Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. ABANDONED EQUIPMENT. Hi-Speed requires that Buyer promptly pick up or provide shipment instructions for Buyer equipment or other Buyer property in Hi-Speed's possession. If equipment or other Buyer property is left with Hi-Speed and not picked up within six (6) months after Hi-Speed's final action related to the applicable property (e.g. evaluation, teardown, estimate, completion of services), Hi-Speed will consider such property abandoned and may dispose of it in accordance with applicable law. Buyer agrees to hold Hi-Speed harmless for any damage or claim for such abandoned property and acknowledges that Hi-Speed may discard or recycle it at Hi-Speed's sole and absolute discretion. Specifically, Hi-Speed may sell Buyer's abandoned property at a private or public sale and retain the proceeds to offset Hi-Speed's storage, inspection and servicing costs. For the avoidance of doubt, Hi-Speed reserves its statutory and other lawful liens for unpaid charges related to abandoned property.
- 13. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance of any party of the quotation, purchase order or these Standard Terms and Conditions to the extent that such delays or failures are caused by fire, flood, earth quake, explosion, war, embargo, government requirement, civil or military authority, acts of God, or any other circumstances beyond its reasonable control and not involving any fault or negligence on the party affected ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other party's delay and inability to perform may elect to (i) terminate such order or part thereof, or (ii) suspend the order for the duration of the Condition, if the Buyer is the suspending party, buy elsewhere comparable material to be sold under the order and apply to any commitment the purchase price of such purchase, and resume performance of the order once the Condition ceases, with an option in the affected party to extend the period of this order up to the length of the time the Condition endures.
- 14. <u>NONWAIVER.</u> No course of dealing or failure of either party to strictly enforce any term, right, or condition of these Standard Terms and Conditions will be construed as a waiver of such term, right or condition. Any waiver by Hi-Speed will only be in writing and will waive no succeeding breach of a term, right or condition.
- 15. <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. 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.