

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 103691

Prepared for Community Water System (12207)

299 Lakeshore Drive Greers Ferry AR 72067

Table of Contents

AC Inspection as Found - LR MOTORSHOP	AC Inspection - Rev. 2: ID: L1082001930-001R02	1.0
Field Service Ticket		2.0
AC Random Coil Rewind Report - LR MOTORSHO	P	3.0



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

> FolderID: 103691 FormID: 22095521

AC Inspection as Found

Community Water System (12207) 299 Lakeshore Drive

Greers Ferry, AR 72067

AC Inspection	- Rev. 2	Hi-Speed Job Number:	103691
Location:	LR MOTORSHOP	Manufacturer:	Emerson
Serial Number:	ID: L1082001930-001R02	Spec/ID #:	L1082001930-001R02
Description:400	HP EMERSON 1780RPM	HP/kW:	400 (HP)
		RPM:	1780 (RPM)
		Frame:	447TPA
		Voltage:	460
		Current:	452 (Amps)
		Phase:	Three
		Hz:	60 (Hz)
		Service Factor:	1.15
		Enclosure:	WR1
		J-box Included:	None
		Coupling/Sheave:	None
		Bearing RTDs:	No
		Stator RTDs:	No
		Repair Stage:	Final
		Rewind:	Yes
		Shaft Machined Fit Repairs Required:	No
		Bearing Housing Machined Fit Repairs Required:	No
		Heaters:	Yes
		Winding Type :	Random Wound
		Bearing Type:	Rolling Element
ioritiesFound: 🔵) 1 - High 🛛 🕘 8 - Good		

Overall Condition

1. Report Date

10/31/2024

2. Nameplate Picture



3. Photos of all six sides of the machine.







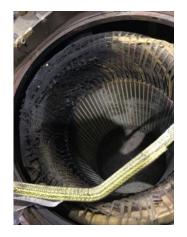
















	4.	Describe the Overall Condition of the Equipment as Received Serviceable					
L.	itial	Mechanical/Electrical					
	5.	Does Shaft Turn Freely?			(Y) Yes		
	6.	Does the shaft require T.I.R in Lathe	e to identify additional repairs?		(No) No		
	7.	Does Shaft Have Visible Damage?			(No) No		
	8.	Assembled Shaft Runout			Inches		
	9.	Assembled Shaft End Play			inches		
		Air Gap Variation <10%					
	11.	Lead Condition			(P) Pass		
	12.	Lead Length			29 Inches		
	13.	Does it have Lugs?, If so what is the	e Stud Size?		(Yes) Yes		
	•	1/2 stud					
	14.	Lead Numbers			123-789		
	15.	Frame Condition			pass		
	16.	Fan Condition			(N) NA		
	17.	Heater Quantity, Ratings					
		Quantity	Volts/Watts	Pass/Fail			
	•	Na					
	18.	Broken or Missing Components					
Ir	nitial	Electrical Inspection					
	19.	Insulation Resistance/Megger			Megohms		
		10K					
	20.	Winding Resistance					
		1-2	1-3	2-3			
	•	Na					
	21.	Perform Surge Test			(F) Fail		
	22.	Number of Stator Slots			72		

23. Stator Condition



24. Stator Thermistors/Ohms	na
25. Stator Overloads/Ohms	yes .5 ohms
Mechanical Inspection	
26. Drive End Bearing Brand	FAG
27. Drive End Bearing Number-	7322-B-XL-MP-UA



28. Drive End Bearing Qty.	1
29. Drive End Bearing Type	(Thrust) Thrust
30. Drive End Lubrication Type	(Oil) Oil Lubricated
31. Drive End Bearing Insulation or Grounding Device?	none
32. Drive End Wavy Washer/Snap-Ring Other Retention Device?	Na

33. Drive End Bearing Condition

Normal wear



34.	Opposite Drive End Bearing Brand	FAG	
35.	Opposite Drive End Bearing Number-	6215-2Z-C3	



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



42.	Drive End Seal	pass
43.	Opposite Drive End Seal	pass

Rotor Inspection

44. Rotor Type/Material

(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast



45.	Growler Test		(Pass) Pass
46.	Number of Rotor Bars		58
47.	Rotor Condition		pass
48.	List the Parts needed for the Repair B	elow	
	-7322 Thrust bearing 1-6215		
49. [Signature of Technician that Disassen	nbled Motor	RW
Mecha	anical Fits- Rotor		
50.	Shaft Runout		inches
	Na		
51.	Rotor Runout		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	Na		
52.	Coupling Fit Closest to Bearing Housing	ng	
	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
	4.3311	4.3311	4.3311
55.	Drive End Bearing Shaft Fit Condition		(P) Pass

56	56. Opposite Drive End Bearing Shaft Fit				
		0 Degrees	60 Degrees	120 Degrees	
		2.953	2.953	2.953	
57	7.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
58	8.	Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
		pass			
Mec	cha	anical Fits- Bearing Housings			
59	9.	Drive End - Endbell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		9.449199999999999	9.449199999999999	9.4491999999999999	



60.	60. Drive End - Endbell Bearing Fit Condition			(P) Pass
61.	61. Opposite Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	5.1191	5.1191	5.1191	



	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	
pass				

65.	List Machine Work Needed Below	
	None	
66.	Technician Co sign CRW	RW
Root (Cause of Failure	
67.	Failure locations	
	Winding	
68.	Root cause of failure	
	Turn to turn short	
Dynan	nic Balance Report	
69.	Rotor Weight and Balance Grade	
	Rotor Weight	Balance Grade
	-	1.0
70.	Initial Balance Readings	
	Drive End	Opposite Drive End



	Opposite Drive Find		
Drive End	Opposite Drive End		
Select Measurement Point			
Acquire Trim Run Data REMINDER - MUX IS ENABLED			
MPT Dramel Speed Magnitude Phase (RDM) (mits Rk-Fk) (degrees)			
IBH C 417.4 00000 123.3			
CEH D 417.5 DE203 322.1-			
Proceed to the next step. St			
72. Technician			Shon Jones
	/		
VIM /			
A CH			
Rewind			
73. Core Test Results - Watts			
	s loss per Pound Post Burnout		
73. Core Test Results - Watts Pre-Burnout			
73. Core Test Results - Watts Pre-Burnout74. Core Hot Spot Test	Post Burnout		
73. Core Test Results - Watts Pre-Burnout			
73. Core Test Results - Watts Pre-Burnout74. Core Hot Spot Test	Post Burnout Post-Burnout		
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 	Post Burnout Post-Burnout est- Insulation Resistance		
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 	Post Burnout Post-Burnout est- Insulation Resistance Index		
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 	Post Burnout Post-Burnout est- Insulation Resistance Index	2-3	
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 77. Post Rewind Winding Rest 1-2 	Post Burnout Post-Burnout est- Insulation Resistance Index sistance	2-3	
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 77. Post Rewind Winding Rest 1-2 78. Post Rewind Surge Test 	Post Burnout Post-Burnout est- Insulation Resistance Index sistance	2-3	
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 77. Post Rewind Winding Rest 1-2 78. Post Rewind Surge Test 79. Post Rewind Hi-Pot 	Post Burnout Post-Burnout est- Insulation Resistance Index sistance	2-3	
 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 77. Post Rewind Winding Rest 1-2 78. Post Rewind Surge Test 79. Post Rewind Hi-Pot 80. Technician 	Post Burnout Post-Burnout est- Insulation Resistance Index sistance	2-3	
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 73. Core Test Results - Watts Pre-Burnout 74. Core Hot Spot Test Pre-Burnout 75. Post Rewind Electrical Test 76. Post Rewind Polarization 77. Post Rewind Winding Rest 1-2 78. Post Rewind Surge Test 79. Post Rewind Hi-Pot 80. Technician 	Post Burnout Post-Burnout est- Insulation Resistance Index sistance 1-3	2-3	TH
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	Co sign TRH		
87.	Test Run Amperage		
	Amps	Amps	Amps
	124.7	120	119.9
88.	Drive End Vibration Readings - Inches	Per Second	
	Horizontal	Vertical	Axial
	0.03	0.03	0.04
89.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial
	Na		
90.	Ambient Temperature - Fahrenheit		
-	Na		
91.	Drive End Bearing Temps - Fahrenhei	t	
	5 Minutes	10 Minutes	15 Minutes
	Na		
92.	Opposite Drive End Bearing Temps - I	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes
-	Na		

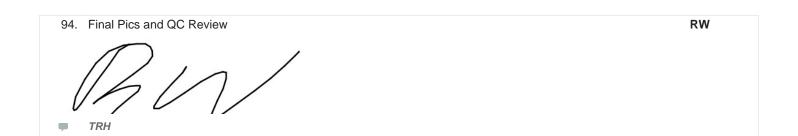
93. Document Final Condition with Pictures after paint













Field Service Ticket

FolderID: 103691 FormID: 22303183

Community Water System (12207) 299 Lakeshore Drive

Greers Ferry, AR 72067

Priorities Found:

Job Information		
1.	Hi-Speed Job Number	
2.	Asset Type	
3.	Make	
4.	Model	
5.	Serial Number	
6.	Customer Asset ID/Asset Name	
Servi	Service Call Details	
7.	Service Objectives	
8.	Services Performed	
9.	Service Technician Recommendations	
Appro	Approval Signatures	
10.	Service Technician Signature	
11.	Customer Signature	



FolderID: 103691 FormID: 22145175

AC Random Coil Rewind Report

Community Water System (12207) 299 Lakeshore Drive

Greers Ferry, AR 72067

LR MOTORSHOP

Winding

Priorities Found: **2 - High**

gh 🛛 🔵 5 - Good

Gene	al	
1.	Job Number	103691
2.	Report Date	11/01/2024
3.	Customer	Community Water
Stato	· Winding	,
4.	Core Length	16.125 "
	5.5 opp conn	
	6 Conn end	
5.	Core ID	12.375 "
6.	Back Iron Depth	1.25 "
7.	Slot Depth	1.75 "
8.	Tooth Width	0.265 "
9.	Number of Vents	0
10.	Vent Width	
• 11.	Before Burnout Core loss	(P) Pass
12.	Flux Before Burnout	
13.	Watts before burnout	
14.	Watts loss per lb. before burnout	1.563 W/lbs.
15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	Watts
18.	Watts loss per Ib After Burnout	1.6 W/lbs.
19.	Core Iron Condition	(P) Pass
) 20.	RTD's	(N) No
21.	RTD's Reading	
22.	Motor Heaters	(N) No
23.	Heater Qty.	0
24.	Heater Voltage	Volts
25.	Heater Wattage	
26.	Thermistors	
-	Klixon	
27.	Number of Poles	4
28.	Slots	72
29.	Number of Coils	72
30.	Coil Weight	

31.	Lead Markings	
	1-3 7-9 PWS	
32.	Grouping	
	12g 4c	
33.	Multiple Wires	(Y) Yes
34.	Wire Size	
	12 #16	
35.	Turns per coil	7
36.	Pitch 1 to:	16
37.	Connection	
	4 delta PWS	
38.	Lead Length	28 "
39.	Lead Size	
	6 @2/0	
40.	Number of Leads	6
41.	Megger Reading After Rewind	7482 Mohms
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	0.0882 Ua
46.	Surge Pattern After Rewind	(P) Pass
47.	Service Technician	

 300lbs copper wire #15 awg 150 lbs #16 awg 120 lbs #17 awg 30 lbs 30' #2 1000v lead wire









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

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

TermsAndConditions

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

- 9. LIMITATION OF DAMAGES. HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY</u>. The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. <u>GOVERNING LAW AND JURISDICTION.</u> Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. <u>ABANDONED EQUIPMENT.</u> Hi-Speed requires that Buyer promptly pick up or provide shipment instructions for Buyer equipment or other Buyer property in Hi-Speed's possession. If equipment or other Buyer property is left with Hi-Speed and not picked up within six (6) months after Hi-Speed's final action related to the applicable property (e.g. evaluation, teardown, estimate, completion of services), Hi-Speed will consider such property abandoned and may dispose of it in accordance with applicable law. Buyer agrees to hold Hi-Speed harmless for any damage or claim for such abandoned property and acknowledges that Hi-Speed may discard or recycle it at Hi-Speed's sole and absolute discretion. Specifically, Hi-Speed may sell Buyer's abandoned property at a private or public sale and retain the proceeds to offset Hi-Speed's storage, inspection and servicing costs. For the avoidance of doubt, Hi-Speed reserves its statutory and other lawful liens for unpaid charges related to abandoned property.
- 13. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance of any party of the quotation, purchase order or these Standard Terms and Conditions to the extent that such delays or failures are caused by fire, flood, earth quake, explosion, war, embargo, government requirement, civil or military authority, acts of God, or any other circumstances beyond its reasonable control and not involving any fault or negligence on the party affected ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other party's delay and inability to perform may elect to (i) terminate such order or part thereof, or (ii) suspend the order for the duration of the Condition, if the Buyer is the suspending party, buy elsewhere comparable material to be sold under the order and apply to any commitment the purchase price of such purchase, and resume performance of the order once the Condition ceases, with an option in the affected party to extend the period of this order up to the length of the time the Condition endures.
- 14. <u>NONWAIVER</u>. No course of dealing or failure of either party to strictly enforce any term, right, or condition of these Standard Terms and Conditions will be construed as a waiver of such term, right or condition. Any waiver by Hi-Speed will only be in writing and will waive no succeeding breach of a term, right or condition.
- 15. <u>ASSIGNMENT.</u> The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, (i) to any subsidiary, (ii) pursuant to other financing, merger or reorganization or (iii) pursuant to any sale or transfer of substantially all of the assets of the assigning party. These Standard Terms and Conditions shall bind the heirs, successors and assigns of the parties hereto.
- 16. <u>NO INDIVIDUAL LIABILITY</u>. Notwithstanding any other agreement to the contrary, the Buyer agrees that in no event will the Buyer hold and HI-Speed owner, director, officer or employee personally liable for unintentional tortious conduct or conduct that constitutes the breach of any contract between HI-Speed and the Buyer, even if the HI-Speed owner, director, officer or employee is or could be construed to be a party to such contract.