



KEEPING YOUR FACILITY UP TO SPEED
— EVERY DAY SINCE 1946 —

LR Motor Shop Repairs

Job Number 102620

Prepared for Custom Craft Poultry

3064 E Main St
Batesville AR 72501

Table of Contents

AC Inspection as Found - *Shop*

AC Inspection - Rev. 2: *NO SN*

1.0

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

AC Inspection as Found

Custom Craft Poultry

3064 E Main St
Batesville, AR 72501

FolderID: 102620
FormID: 19701953

AC Inspection - Rev. 2

Location: Shop
Serial Number: NO SN
Description: 25KW BALDOR 1200RPM D200L

Hi-Speed Job Number:	101029
Manufacturer:	Baldor
Product Number:	12N051W299G1
Spec/ID #:	12N051W299G1
HP/kW:	25 (kW)
RPM:	1150 (RPM)
Frame:	D200L
Voltage:	460
Current:	37
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.00
Enclosure:	TEFC
# of Leads:	3
J-box Included:	Complete
Coupling/Sheave:	Propeller
Date Received:	03/08/2024
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:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: ● 2 - High ● 16 - Good

Overall Condition

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2. Nameplate Picture



3. Photos of all six sides of the machine.





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4.	Describe the Overall Condition of the Equipment as Received	
	<i>Windings blown</i>	
5.	Distance from the end of the shaft to the Coupling/Sheave	inches
	<i>Na</i>	
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?	(No) No
9.	Assembled Shaft Runout	0.001 Inches
10.	Assembled Shaft End Play	inches
	<i>Na</i>	
11.	Air Gap Variation <10%	
	<i>Na</i>	
12.	Lead Condition	(P) Pass
13.	Lead Length	15 Inches
14.	Does it have Lugs?, If so what is the Stud Size?	(No) No
15.	Lead Numbers	123
16.	Frame Condition	pass
17.	Fan Condition	(P) Pass
18.	Broken or Missing Components	no
Initial Electrical Inspection		
19.	Insulation Resistance/Megger	0 Megohms

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20. Winding Resistance		
1-2	1-3	2-3
0	0	0
21. Perform Surge Test		(F) Fail
22. Number of Stator Slots		54
23. Stator Condition		rewind
24. Stator Thermistors/Ohms		
Na		
25. Stator Overloads/Ohms		
Na		
Mechanical Inspection		
26. Drive End Bearing Brand		koyo
27. Drive End Bearing Number-		6312rsr
28. Drive End Bearing Qty.		1
29. Drive End Bearing Type		(Ball) Ball Bearing
30. Drive End Lubrication Type		(Grease) Grease Lubricated
31. Drive End Bearing Insulation or Grounding Device?		none
32. Drive End Wavy Washer/Snap-Ring Other Retention Device?		bearing cap
33. Drive End Bearing Condition		worn
34. Opposite Drive End Bearing Brand		fag
35. Opposite Drive End Bearing Number-		6311rsr
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?		none
40. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?		bearing cap
41. Opposite Drive End Bearing Condition		worn
42. Drive End Seal		
Na		
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		60
47. Rotor Condition		pass
48. List the Parts needed for the Repair Below		
6311rsr		
6312rsr		
Rewind stator		
49. Signature of Technician that Disassembled Motor		Trevor Hall
		
Mechanical Fits- Rotor		
50. Shaft Runout		0.001 inches

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	
2.3626	2.3626	2.3625	
55. Drive End Bearing Shaft Fit Condition			(P) Pass
56. Opposite Drive End Bearing Shaft Fit			
0 Degrees	60 Degrees	120 Degrees	
2.1658	2.1658	2.1658	
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	
5.1184	5.1185	5.1185	
60. Drive End - Endbell Bearing Fit Condition			(P) Pass
61. Opposite Drive End - Endbell Bearing Fit			
0 Degrees	60 Degrees	120 Degrees	
4.725	4.725	4.7252	
62. Opposite Drive End - Endbell Bearing Fit Condition			(P) Pass
63. Bearing Cap Condition			
Drive End Bearing Cap	Opposite Drive End Bearing Cap		
pass	pass		
64. End Bell Air Seal Fits			
Drive End Air Seal	Opposite Drive End Air Seal		
Na			
65. List Machine Work Needed Below			
Na			
66. Technician			Trevor Hall
			

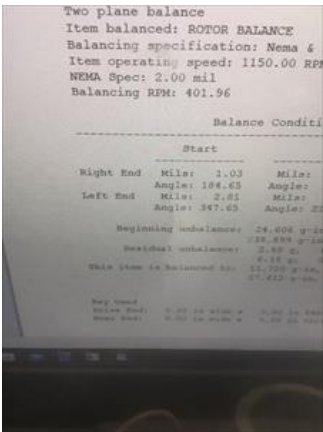
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Root Cause of Failure

67. Failure locations
- Windings
68. Root cause of failure
- Windings have a turn to turn short and blew up.

Dynamic Balance Report

69. Rotor Weight and Balance Grade
- Rotor WeightBalance Grade
- Na
70. Initial Balance Readings
- Drive EndOpposite Drive End



71. Final Balance Readings
- Drive EndOpposite Drive End



72. Technician
- Cw
- Chen

Rewind

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73.	Core Test Results - Watts loss per Pound	
	Pre-Burnout	Post Burnout
	3.5	3.2
74.	Core Hot Spot Test	
	Pre-Burnout	Post-Burnout
75.	Post Rewind Electrical Test- Insulation Resistance	Megohms

Post Burnout

3.2

74. Core Hot Spot Test		
	Pre-Burnout	Post-Burnout
75. Post Rewind Electrical Test- Insulation Resistance		Megohms

Post-Burnout

75. Post Rewind Electrical Test- Insulation Resistance	Megohms
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Megohms

[illegible]

Date: _____									
1/15/2018									
Date		Time		Threading					
Time	Test ID	Tr.	Res.	Min.	PI	DC	1	Stat.	
8/30/2013 1:48	1153227 AM	0.7476	PA55	PA55	PA55	PA55	PA55	PA55	PA55
8/30/2013 12:3	2400V w/...	Tr.	PA55	PA55	PA55	PA55	PA55	PA55	PA55
Test Date 8/19/2014 8/17/2012 8/30/2013 8/30/2013 Test Time 1153227 AM 7:40:06 AM 1:31:26 PM 12:15:03 PM 13.13 (Ohms) 0.808 Cmm 0.2, 0.940 Cmm 0.8, 0.357 Cmm 0.1 13.13 (Ohms) 0.808 Cmm 0.2, 0.940 Cmm 0.8, 0.357 Cmm 0.1 13.13 (Ohms) 0.808 Cmm 0.2, 0.940 Cmm 0.8, 0.358 Cmm 0.1 Sum Data 1.5 0.138 0.189 0.289 0.232 Coil 1 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 2 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.178 Cmm 0.1 Coil 3 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 4 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 5 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 6 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 7 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 8 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 9 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 10 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 11 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 12 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 13 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 14 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 15 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 16 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 17 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 18 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 19 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 20 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 21 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 22 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 23 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 24 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 25 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 26 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 27 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 28 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 29 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 30 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 31 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 32 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 33 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 34 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 35 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 36 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 37 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 38 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 39 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 40 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 41 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 42 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 43 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 44 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 45 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 46 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 47 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 48 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 49 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 50 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 51 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 52 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 53 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 54 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 55 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 56 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 57 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 58 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 59 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 60 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 61 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 62 (Ohms) 0.154 Cmm 0.1, 0.474 Cmm 0.4, 0.179 Cmm 0.1 Coil 63									

76. Post Rewind Polarization Index Polarization Index

Polarization Index

[illegible]

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2-3



RHR Zach Whatley

Cw

1.10





83. Final Insulation Resistance Test	Megohms	
Na		
84. Assembled Shaft Endplay	inches	
Na		
85. Assembled Shaft Runout	inches	
Na		
86. Test Run Voltage		
Volts	Volts	Volts
Witnessed by- RW		

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87. Test Run Amperage

Amps

Amps

Amps

Witnessed by-RW



88. Drive End Vibration Readings - Inches Per Second

Horizontal

Vertical

Axial

0.001

0.002

0.002

89. Opposite Drive End Vibration Readings - Inches Per Second

Horizontal

Vertical

Axial

0.002

0.002

0.003

90. Ambient Temperature - Fahrenheit

Na

91. Drive End Bearing Temps - Fahrenheit

5 Minutes

10 Minutes

15 Minutes

Na

92. Opposite Drive End Bearing Temps - Fahrenheit

5 Minutes

10 Minutes

15 Minutes

Na

93. Document Final Condition with Pictures after paint



94. Final Pics and QC Review

Cw

A large, stylized handwritten signature in black ink, likely belonging to TRH.

Co sign: TRH



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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 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. **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.
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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 PARTICULAR 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, earthquake, 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.