



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

LR Motor Shop Repairs

Job Number 102395

Prepared for Georges Inc

1810 S. St. Louis Street
Batesville AR 72501

Table of Contents

AC Recondition Repair Report	1.0
Split Case Centrifugal Pump Report	2.0



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

AC Recondition Repair Report

FolderID: 102395
FormID: 19166650

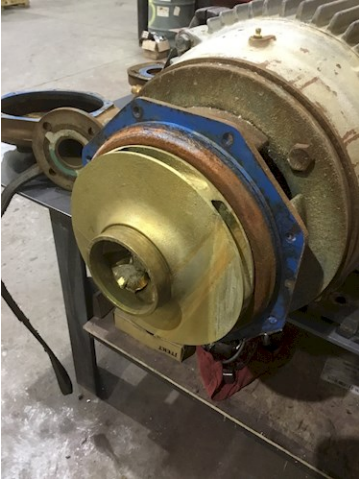
Georges Inc
1810 S. St. Louis Street
Batesville, AR 72501

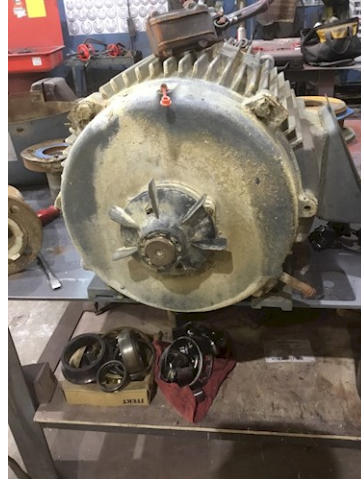
Priorities Found: ● 4 - High ● 20 - Good

General	
1. Job Number	102395
2. Report Date	01/30/2024
3. Customer	George's
Name Plate Information	
4. Manufacturer	



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1.4



5. Model	na
6. Serial Number	na
7. Horsepower	HP
Na	
8. KW	KW
Na	
9. Volts	Volts
Na	
10. Amps	Amps
Na	
11. RPM	RPM
Na	
12. Frame	
Na	
13. Enclosure	TEFC
14. Cycles	HZ
Na	
15. Phase	PH
Na	
16. Service Factor	
Na	

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17. Motor Mount Position	F1
Initial Inspection	
18. Number of Leads	12
19. Lead Length	16 Inches
20. Lead Size	Na
21. Lead Condition	(P) Pass
22. Lead Markings	T1-T12
23. Lug Size, Condition, and Type	Na
24. Winding RTD's	(NA) Not Applicable
25. Winding Rtd's Condition	(NA) Not Applicable
26. Shaft Run Out	Na
27. Does Shaft Turn Freely	no
28. Does Shaft Have Visible Damage	yes
	
29. Bearing Rtd's	(NA) Not Applicable
30. Bearing Rtd's Condition	(NA) Not Applicable
31. Contamination	Grease
32. Frame Condition	(P) Pass
33. Fan Condition	(F) Fail

34. Broken or missing components

Fan and fan cover



Initial Electric Test

35. Resistance to Ground

Mohm

In picture

Coil 1 (Ohms)	0.259	Corr: 0.2...
Coil 2 (Ohms)	0.259	Corr: 0.2...
Coil 3 (Ohms)	0.260	Corr: 0.2...
Megohm Stat...	PASS	No Test
Volts (V)	494	
I(μA)	0.0167	
Resist	29531	
At 40°C	7973	
DI Status	No Test	No Test
Nameplate	Application	Results Sum

36. Winding Resistance 1-2

Ohm

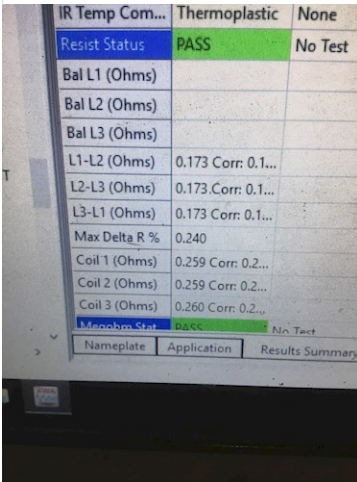
In picture

Resist Status	PASS	No Test
Bal L1 (Ohms)		
Bal L2 (Ohms)		
Bal L3 (Ohms)		
L1-L2 (Ohms)	0.173	Corr: 0.1...
L2-L3 (Ohms)	0.173	Corr: 0.1...
L3-L1 (Ohms)	0.173	Corr: 0.1...
Max Delta R %	0.240	
Coil 1 (Ohms)	0.259	Corr: 0.2...
Coil 2 (Ohms)	0.259	Corr: 0.2...
Coil 3 (Ohms)	0.260	Corr: 0.2...
Megohm Stat...	PASS	No Test
Nameplate	Application	Results Summary

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37. Winding Resistance 2-3

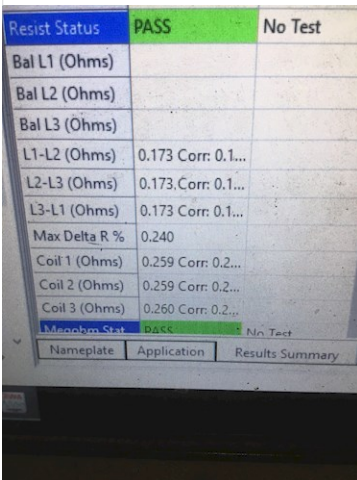
Ohm's

 In picture

IR Temp Com...	Thermoplastic	None
Resist Status	PASS	No Test
Bal L1 (Ohms)		
Bal L2 (Ohms)		
Bal L3 (Ohms)		
L1-L2 (Ohms)	0.173 Corr: 0.1...	
L2-L3 (Ohms)	0.173 Corr: 0.1...	
L3-L1 (Ohms)	0.173 Corr: 0.1...	
Max Delta R %	0.240	
Coil 1 (Ohms)	0.259 Corr: 0.2...	
Coil 2 (Ohms)	0.259 Corr: 0.2...	
Coil 3 (Ohms)	0.260 Corr: 0.2...	
Meachbm Stat	PASS	No Test
Nameplate	Application	Results Summary

38. Winding Resistance 1-3

Ohm's

 In picture

Resist Status	PASS	No Test
Bal L1 (Ohms)		
Bal L2 (Ohms)		
Bal L3 (Ohms)		
L1-L2 (Ohms)	0.173 Corr: 0.1...	
L2-L3 (Ohms)	0.173 Corr: 0.1...	
L3-L1 (Ohms)	0.173 Corr: 0.1...	
Max Delta R %	0.240	
Coil 1 (Ohms)	0.259 Corr: 0.2...	
Coil 2 (Ohms)	0.259 Corr: 0.2...	
Coil 3 (Ohms)	0.260 Corr: 0.2...	
Meachbm Stat	PASS	No Test
Nameplate	Application	Results Summary

39. Resistive Imbalance

%

 Na

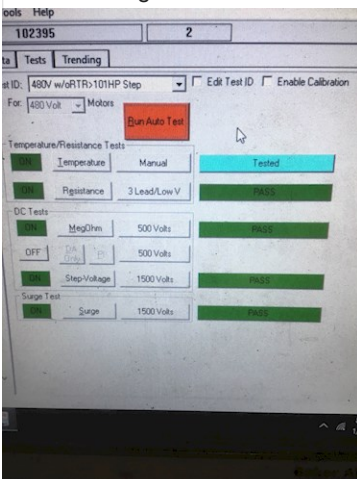
40. Hi-Pot

Ua

 Na

41. Surge Test

(P) Pass



Tools Help	102395	2
Tests	Trending	
at ID: 480V w/oRTR>101HP Step	Edit Test ID	Enable Calibration
For: 480 Volt Motors		
Run Auto Test		
Temperature/Resistance Tests	Manual	Tested
Resistance	3 Lead/Low V	PASS
DC Tests	MegOhm	500 Volts
OFF	500 Volts	PASS
Step Voltage	1500 Volts	PASS
Surge Test	Surge	1500 Volts
		PASS

42. Stator Condition

dirty but passing

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43. Failure Location	bearings and housing bearing fits
Initial Rotor Inspection	
44. Rotor Type	squirrel cage aluminum
45. Air Gap <10% Variation	(NA) Not Applicable
46. Number of Rotor Bars	28
47. Number of Broken Rotor Bars	0
48. Growler Test	(P) Pass
49. Rotor Condition	(P) Pass
Mechanical Inspection	
50. Bearing Manufacture	fag
51. Bearing DE Size	6212



52. Bearing DE Type	open ball bearing
53. DE Bearing Qty.	1
54. Bearing ODE Size	6212



55. Bearing ODE Type	open ball bearing
56. ODE Bearing Qty.	1
57. Insulated Bearing	na
58. Lubrication Type	grease
59. Grease Condition	(F) Fail
60. Bearing Retainers	(Y) Yes


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61. Shaft Grounding Device	(NA) Not Applicable
62. DE Seal	(NA) Not Applicable
63. DE Seal Type/Size	na
64. ODE Seal	(NA) Not Applicable
65. ODE Seal Type/Size	na
Root Cause of Failure	
66. Component Failure	bearings, housing bearing fits, shaft fan fit
67. Cause of Failure	<i>Frosting, contamination, wear, and rusting</i>
68. Comments	<i>Recommend aegis ring, shaft work on fan fit, new fan, and sleeve both end bell bearing fits</i>



Turned shaft to 1.5" to fit new fan.

69. Service Technician	Cw
	
Machine Fit Inspection Report	
70. Shaft Run Out	(P) Pass
71. Initial Shaft Run Out	0.002 "

72.	Final Shaft Run Out	"
	Na	
	73. DE Bearing Shaft Fit	(P) Pass
	74. DE Initial Shaft Bearing Fit Size 1	2.3623 "
	75. DE Initial Shaft Bearing Fit Size 2	2.3623 "
	76. DE Initial Shaft Bearing Fit Size 3	2.3623 "
	77. DE Finial Shaft Bearing Fit Size 1	"
	Na	
	78. DE Finial Shaft Bearing Fit Size 2	"
	Na	
	79. DE Finial Shaft Bearing Fit Size 3	"
	Na	
	80. ODE Bearing Shaft Fit	(P) Pass
	81. ODE Initial Shaft Bearing Fit Size 1	2.3625 "
	82. ODE Initial Shaft Bearing Fit Size 2	2.3625 "
	83. ODE Initial Shaft Bearing Fit Size 3	2.3625 "
	84. ODE Finial Shaft Bearing Fit Size 1	"
	Na	
	85. ODE Finial Shaft Bearing Fit Size 2	"
	Na	
	86. ODE Finial Shaft Bearing Fit Size 3	"
	Na	
	87. DE Air Seal Shaft Fit	(NA) Not Applicable
	88. DE Initial Air Seal Shaft Size	"
	Na	
	89. DE Final Air Seal Shaft Size	"
	Na	
	90. ODE Air Seal Shaft Fit	
	Na	
	91. ODE Initial Air Seal Shaft Size	"
	Na	
	92. ODE Final Air Seal Shaft Size	"
	Na	
	93. DE Endbell Fit	(F) Fail
	94. DE Initial Endbell Fit Size 1	4.3321 "
	95. DE Initial Endbell Fit Size 2	4.3318 "
	96. DE Initial Endbell Fit Size 3	4.3316 "
	97. DE Final Endbell Fit Size 1	4.331 "




98. DE Finial Endbell Fit Size 2	4.331 "
99. DE Final Endbell Fit Size 3	4.3309 "
100. DE Endbell Fit Insulated	(NA) Not Applicable
101. DE Endbell Air Seal Fit	(NA) Not Applicable
102. Initial Endbell Air Seal Fit Size	"
Na	
103. Finial Endbell Air Seal Fit Size	"
Na	
104. ODE Endbell Fit	(F) Fail
Pitted to the extent of not being able to get accurate measurements	
105. ODE Initial Endbell Fit Size 1	"
Na	
106. ODE Initial Endbell Fit Size 2	"
Na	
107. ODE Initial Endbell Fit Size 3	"
Na	
108. ODE Final Endbell Fit Size 1	4.331 "

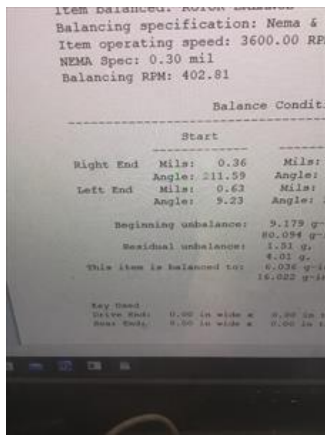


109. ODE Final Endbell Fit Size 2	4.331 "
110. ODE Final Endbell Fit Size 3	4.331 "
111. ODE Endbell Fit Insulated	(NA) Not Applicable
112. ODE Endbell Air Seal Fit	(NA) Not Applicable

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113. ODE Initial Endbell Seal Fit Size	"
Na	
114. ODE Finial Endbell Seal Fit Size	"
Na	
115. Foot Flatness	(P) Pass
116. Foot Condition	(P) Pass
117. Flange Condition	(P) Pass
118. Service Technician	Gary
	
Balancing Report	
119. Balance Type	Na
120. Balance Operating Speed	RPM
Na	
121. Start Left End	Mills



122. Start Right End	Mills
	
123. Balancing Specification	Na

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124. Finish Left End

Mills



125. Finish Right End

Mills



126. Service Technician

Cw

Assembly and Final Test

127. Meggar Testing Reading

Mohm

Pass

128. Surge Test

(NA) Not Applicable

129. Hi-Pot

Ua

Na

130. Winding Resistance 1-2

Ohm's

Na

131. Winding Resistance 2-3

Ohm's

Na

132. Winding Resistance 1-3

Ohm's

Na

133. Test Run Voltage Phase A

Volts

☐ All in picture



134. Test Run Amps A

Amps

☐ Na

135. Test Run Voltage Phase B

Volts

☐ Na

136. Test Run Amps B

Amps

☐ Na

137. Test Run Voltage Phase C

Volts

☐ Na

138. Test Run Amps C

Amps

☐ Na

139. DE Horizontal Vibration Reading

0.03 In/Sec

140. DE Vertical Vibration Reading

0.04 In/Sec

141. DE Axial Vibration Reading

0.03 In/Sec

142. ODE Horizontal Vibration Reading

0.02 In/Sec

143. ODE Vertical Vibration Reading

0.03 In/Sec

144. ODE Axial Vibration Reading

0.03 In/Sec

145. Ambient Temp at start of Test Run

Degrees F.

☐ Na

146. Temp at 5 minutes

Degrees F.

☐ Na

147. Temp at 10 minutes

Degrees F.

☐ Na

148. Temp at 15 minutes

Degrees F.

☐ Na

149. Temp at 20 minutes

Degrees F.

☐ Na

150. Temp at 25 minutes

Degrees F.

☐ Na

151. Temp at 30 minutes

Degrees F.

☐ Na

152. Temp at 35 minutes

Degrees F.

☐ Na

153. Temp at 40 minutes

Degrees F.

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Na	
154. Temp at 45 minutes	Degrees F.
Na	
155. Temp at 50 minutes	Degrees F.
Na	
156. Temp at 55 minutes	Degrees F.
Na	
157. Temp at 60 minutes	Degrees F.
Na	
158. Motor Paint	(P) Pass



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159. Service Technician

Cw

A handwritten signature in black ink, appearing to read 'Maclin', written over a white background.



Co Sign: David Maclin



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

Split Case Centrifugal Pump Report

FolderID: 102395
FormID: 19166651

Georges Inc
1810 S. St. Louis Street
Batesville, AR 72501

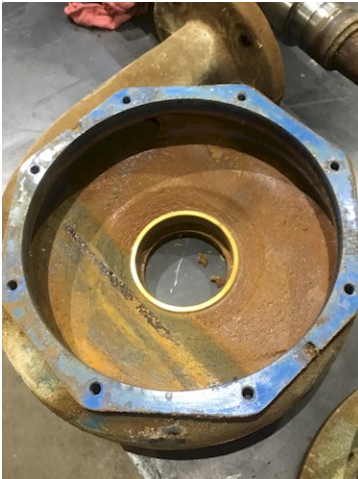
Priorities Found: ● 7 - Good

General

1. Job Number	102395
2. Report Date	01/30/2024
3. Customer	George's

Initial Inspection

● 4. Bowl Condition (P) Pass





● 5. Impeller Condition (P) Pass

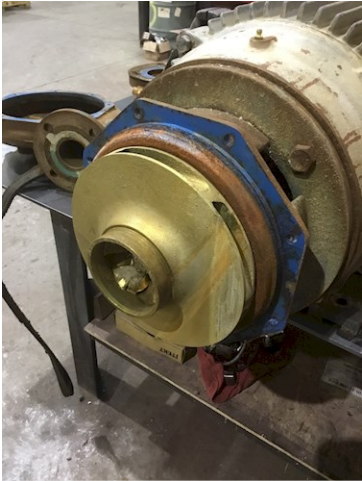



● 6. Wear Ring Condition (P) Pass
7. Wear Ring Material brass

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8. Seal Surfaces Condition	(P) Pass
	
9. Number of Seals	1
10. Seal Type	Mechanical
	
11. Seal Material on Rotary Face	carbon
12. Seal Material on Stationary Seat	ceramic
13. Mechanical Seal ID/Shaft Diameter	1.6231 in
14. Mechanical Seal OD	2.375 in
15. Mechanical Seal Length	in
Na	
16. Lip Seal Elastic Material	
Na	
17. Lip Seal ID/Shaft Diameter	in
Na	
18. Lip Seal OD/Bore Diameter	in
Na	
19. Lip Seal Height	in
Na	
20. Seal Sleeve Material	
Na	
21. Seal Plate Condition	(P) Pass
22. Seal Cavity	Water Lubricated

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23. Shaft Run Out	0.002
24. Does Shaft Turn Freely	no
25. Does Shaft Have Visible Damage	no
26. Contamination	
<i>Part of a water hose and water hose fitting</i>	
 	
27. Frame Condition	(P) Pass
28. Fan Condition	(NA) Not Applicable
29. Broken or missing components	
<i>Na</i>	
Mechanical Inspection	
30. Bearing Manufacture	
31. Bearing DE Size	
32. Bearing DE Type	
33. DE Bearing Qty.	
34. Bearing ODE Size	
35. Bearing ODE Type	
36. ODE Bearing Qty.	
37. Insulated Bearing	
38. Lubrication Type	
39. Grease Condition	
40. Bearing Retainers	
41. Shaft Grounding Device	
42. DE Seal	
43. DE Seal Type/Size	
44. ODE Seal	
45. ODE Seal Type/Size	
46. Wear Ring Size	
47. Clearances on Wear Ring to Impeller	
48. Number of Wear Rings	
49. Wear Ring Material	
Root Cause of Failure	
50. Component Failure	
51. Cause of Failure	
52. Comments	

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53. Service Technician		
Machine Fit Inspection Report		
54. Shaft Run Out		
55. Shaft Run Out Measurements		
Initial	Final	
56. DE Bearing Shaft Fit		
57. DE Initial Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
58. DE Final Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
59. ODE Bearing Shaft Fit		
60. ODE Initial Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
61. ODE Final Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
62. DE Air Seal Shaft Fit		
63. DE Air Seal Shaft Size		
Initial	Final	
64. ODE Air Seal Shaft Fit		
65. ODE Air Seal Shaft Size		
Initial	Final	
66. DE Endbell Fit		
67. DE Initial Endbell Fit Size		
Measure 1	Measure 2	Measure 3
68. DE Final Endbell Fit Size		
Measure 1	Measure 2	Measure 3
69. DE Endbell Fit Insulated		
70. DE Endbell Air Seal Fit		
71. DE Endbell Air Seal Fit Size		
Initial	Final	
72. ODE Endbell Fit		
73. ODE Initial Endbell Fit Size		
Measure 1	Measure 2	Measure 3
74. ODE Final Endbell Fit Size		
Measure 1	Measure 2	Measure 3
75. ODE Endbell Fit Insulated		
76. ODE Endbell Air Seal Fit		

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77. ODE Endbell Seal Fit Size	
Initial	Final
78. Foot Flatness	
79. Foot Condition	
80. Flange Condition	
81. Service Technician	
Balancing Report	
82. Balance Type	
83. Balance Operating Speed	
84. Starting Measurements	
Left End	Right End
85. Balancing Specification	
86. Finished Measurements	
Left End	Right End
87. Service Technician	
Assembly and Final Test	
88. Impeller Balanced	
89. Seal Cavity Test Pressure	
90. Pressure Test Time	
91. Painted	
92. Final Assembly Completed	
93. Service Technician	



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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 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.