

LR Motor Shop Repairs

Job Number 102687

Prepared for Mondi

3501 Jefferson Pkway Pine Bluff AR 71602

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DC Repair Report

Mondi

3501 Jefferson Pkway Pine Bluff, AR 71602

FolderID: 102687 FormID: 19852963

DC Repair Report Rev. 2

Location:	Maintenance Shop	
Job Number:	102687	
Description:44.5 HP		

Hi-Speed Job Number:	102687
Manufacturer:	Siemens
HP/KW:	44.5 (kW)
RPM:	2400
Armature Voltage:	400 (Volts)
Armature Current:	125 (Amps)
Field Voltage:	340 (Volts)
Field Current :	1.7 (Amps)
J-Box Included:	Yes
Date Received:	03/22/2024

Priorities Found: 1 - High



8 - Good

Overall Condition

1. Describe the Overall Condition of the Equipment as Received Serviceable

Nameplate Picture



















3. Distance From the End of the Shaft to the end of the Face of the Sheave/Coupling

1.5 inches so





1.5

In	Initial Mechanical/Electrical			
	4.	Does the Shaft Turn Freely?	(Y) Yes	
	5.	Does Shaft Have Visible Damage?	(No) No	
	6.	Assembled Shaft Runout	Inches	
	7.	Assembled Shaft End Play	Inches	
	8.	Air Gap Variation <10%		
	9.	Lead Condition	(P) Pass	

10. Lead Length 11. Frame Condition 12. Fan Condition (NA) Not Applicable

13. Brush Information

Brush Number Quantity Condition 5791 12 pass





14. Brush Holder Condition - Verify proper gap to Commutator

Incoming Electrical Test

15. General Condition of the Armature/Commutator





good

(P) Pass



17. Field Circuit Insulation Resistance to Ground

Megohms



18. Interpole Circuit Insulation Resistance to Ground

Megohms



19. Total Field Ohms 147.4

20. Field Ohms

Between F1/F2 Between F3/F4

147.4

21. MegOhms between Fields and Series

22	Series Drop Test 1&2		
22.		Series 2	
	Series 1	Series 2	
-	Na		
23.	Series Drop Test 3&4		
	Series 3	Series 4	
	Na		
24.	Field Drop Test Fields 1&2		
	Total AC Voltage	Field #1	Field #2
	340	2.845	2.856
25.	Field Drop Test Fields 3&4		
	Field #3	Fleld #4	Field #2
	2.81	2.86	
26.	Field Drop Test Fields 5&6		
	Field #5	Fleld #6	Field #2
-	Na		
27.	Field Drop Test Fields 7&8		
	Field #7	Fleld #8	Field #2
-	Na		
28.	Interpole Drop Test 1&2		1.4
	Total AC Voltage	Interpole #1	Interpole #2
		21.72	21.52
29.	Interpole Drop Test 3&4		E. 11 (6)
	Interpole #3	Interpole #4	Field #2
	21.65	21.36	
30.	Interpole Drop Test 5&6	1	F: 11 #0
	Interpole #5	Interpole #6	Field #2
-	Na		
31.	Interpole Drop Test 7&8		
	Interpole #7	Interpole #8	Field #2
	·		
-	Na		
32.	Armature Number of Bars - Bar to Bar		
	Number of Bars	Bar to Bar Test	
Mecha	anical Inspection		
	Shaft Runout Drive End		0.001 inches
	Shaft Runout Armature		
	Drive End Bearing Journal	Armature Core	ODE Bearing Journal
	<u> </u>		<u> </u>

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36. Drive End Bearing Quantity	1
37. Drive End Bearing Type	(Ball) Ball Bearing
38. Drive End Lubrication Type	(Grease) Grease Lubricated
39. Drive End Bearing Insulation or Grounding Device?	(NA)
40. Drive End Wavy Washer/Snap-Ring Other Retention Device?	none
41. Drive End Bearing Condition	replace
42. Opposite Drive End Bearing Number	6309 2Z



43. Opposite Drive End Bearing Quantity	1
44. Opposite Drive End Bearing Type	(Ball) Ball Bearing
45. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
46. Opposite Drive End Bearing Insulation or Grounding Device?	(NA)
47. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	wavy washer



48.	Opposite	Drive	End	Bearing	Condition
-----	----------	-------	-----	---------	-----------

replace

49. Signature of Technician who Performed Teardown

Terrence Holland

50. List Parts Needed Prior to Reassembly Bearings

60. Opposite Drive End - End Bell Bearing Fit

0 Degrees

3.9378

	51. Coupling Fit Closest to Bearing Housing				
		0 Degrees	60 degrees	120 degrees	
	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	
		2.3625	2.3624	2.3624	
	54.	Drive End Bearing Shaft Fit Condition			(P) Pass
	55.	Opposite Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		1.7714	1.7714	1.7715	
	56.	Opposite Drive End Bearing Shaft Fit	Condition		(F) Fail
	57.	Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
M	Mechanical Fits- Bearing Housings				
	58.	Drive End - End Bell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		4.331	4.3312	4.3313	
	59.	Drive End - Endbell Bearing Fit Condit	tion		(P) Pass

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60 Degrees

3.9379

120 Degrees

3.9378

61.	Opposite Drive End - Endbell Bearing	Fit Condition	
62.	Bearing Cap Condition		
	Drive End	Opposite Drive End	
	- 15 HA: 0 15:		
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 M	easurements	
Root (Cause of Failure		
66.	Failure Locations		
67.	Root Cause of Failure		
	Interpole		
Comm	nutator Data		
68.	Total Copper Segment Length		
	Number of Bars		
70.	Number of Wires Per Copper Bar and		
	Number of Wires per Bar	Wire Size	
71.	Equalizers per Copper Bar and Equali	zer Wire Size	
	Equalizers per Bar	Wire Size	
72.	Document Commutator Diameter, Min	imum and Max	
	Current Comm Diameter	Minimum Comm Diameter	Maximum Comm Diameter
73.	Commutator Shaft Diameter		
	Front Shaft Diameter	Back Shaft Diameter	
7/	Commutator Type		
	Commutator Bore		
	Signature of Technician Recording Da	ta	
	mic Balance Report		
,			

77. Rotor Weight and Balance Grade

Rotor Weight Balance Grade



78.	Initial Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
	1.5	3.07	
79.	Final Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
	0.08	0.12	
80.	Signature of the Balance Technician		RW
Post /	Armature Rewind Testing		
81.	Post Rewind Armature Insulation Resi	stance to Ground	
82.			
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 R		
	Post Rewind Field Drop Test Fields 18		
80.	Total AC Voltage	Field #1	Field #2
	Total AC Voltage	Field # I	FIEIU #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		
	Field #5	Fleld #6	Field #2
89	Post Rewind Field Drop Test Fields 78	88	
00.	Field #7	Fleld #8	Field #2
		Tiola no	TIOM IIZ
90.	Post Rewind Interpole Drop Test 1&2		
	Total AC Voltage	Interpole #1	Interpole #2
91.	Post Rewind Interpole Drop Test 3&4		
	Interpole #3	Interpole #4	Field #2
92	Post Rewind Interpole Drop Test 5&6		
02.	Interpole #5	Interpole #6	Field #2
93.	Post Rewind Interpole Drop Test 7&8		
	Interpole #7	Interpole #8	Field #2
	Mechanical Repair		
94.	Post Repair Coupling Fit Closest to Be	· · · · · · · · · · · · · · · · · · ·	100 1
	0 Degrees	60 degrees	120 degrees

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95. Post Repair Coupling Fit Closest to the End of the Shaft			
	0 Degrees	60 degrees	120 degrees
96.	Post Repair Drive End Bearing Shaft F	Fit	
	0 Degrees	60 Degrees	120 Degrees
97.	Post Repair Drive End Bearing Shaft F	Fit Condition	
98.	98. Post Repair Drive End Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
99.	Post Repair Drive End Opposite Drive	End Bearing Shaft Fit Condition	
100.	100. Post Repair Drive End - End Bell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	4.3314	4.3314	4.3313
-	Installed insulated sleeve.		



101. P	01. Post Repair Drive End - Endbell Bearing Fit Condition			
102. P	2. Post Repair Opposite Drive End - End Bell Bearing Fit			
0) Degrees	60 Degrees	120 Degrees	
103. P	Post Repair Opposite Drive End - End	bell Bearing Fit Condition		
104. P	104. Post Repair Bearing Cap Condition			
D	Drive End	Opposite Drive End		
105. P	Post Repair End Bell Air Seal Fits			
D	Drive End Air Seal	Opposite Drive End Air Seal		
106. S	Signature of Tech Performing Mechan	ical Repairs		Gary

Assembly

107. Take Pictures of all Major Components Prior to Reassembly





















1 08.	108. Verify Brush Box Holders Have the Proper Clearance, and Brushes have been Seated Properly (P) Pass		(P) Pass
109.	109. Assembled Shaft End Play and Runout		
	Shaft Endplay Shaft Runout		
		.001	
110.	110. Perform No-Load Test Run, Record Armature Voltage and Current		
	Voltage Current		
	396.1	3.2	



Co sign Trevor hall

111. Perform No-Load Test Run, Record Field Voltage and Current		
Voltage	Current	
340	2.1	



112. Document Vibration Rea	adings Drive End		
Horizontal	Vertical	Axial	
113. Document Vibration Rea			
Horizontal	Vertical	Axial	
	Run, Record Armature Voltage and Current		
Voltage	Current		
115 Perform Full-Load Test	Run, Record Field Voltage and Current		
Voltage	Current		
voltage	Current		
116. Document Vibration Rea	adings Under Full Load Drive End		
Horizontal	Vertical	Axial	
117. Document Vibration Rea	adings Under Full Load Opposite Drive End		
Horizontal	Vertical	Axial	
118. Ambient Temperature			Fahrenheit
119. Drive End Bearing Tem			
5 Minutes	10 Minutes	15 Minutes	
120. Opposite Drive End Bea	aring Tamps Under Full Load		
5 Minutes	10 Minutes	15 Minutes	
5 Milliules	10 Millates	15 Millutes	
121. Final Test Run Sign-Off			RW
122. Document Final Condition	on With Pictures		









123. Final QC Sign-Off

RW

Co sign TH



FolderID: 102687 FormID: 21051513



DC Rewind Repair Report

Mondi

3501 Jefferson Pkway Pine Bluff, AR 71602

Maintenance Shop Winding

Priorities Found:

General

1. Job Number 102687





2. Report Date **07/19/2024**

3. Customer Monsignor

Name Plate Information

. Manufacturer Siemens



5.	Model	S
6.	Serial Number	GG5164-OZH90
7.	Horsepower	HP
8.	KW	41 KW
9.	Armature Volts	Volts

10.	Armature Amps	
11.	Field Voltage	
12.	Field Amps	
13.	RPM	
14.	Frame	IP23
		_
15.	Enclosure	-
	Enclosure Service Factor	

Initial Inspection

18. Lead Length



15 Inches





- 19. Lead Size
- 20. Lead Condition
- 21. Lead Markings
- 22. Lug Size, Condition, and Type
- 23. Winding RTD's
- 24. Winding Rtd's Condition
- 25. Shaft Run Out
- 26. Does Shaft Turn Freely
- 27. Does Shaft Have Visible Damage
- 28. Bearing Rtd's
- 29. Bearing Rtd's Condition
- 30. Contamination
- 31. Frame Condition
- 32. Fan Condition
- 33. Brush Condition
- 34. Quantity of brushes
- 35. Brush Holder Assembly Condition
- 36. Broken or missing components

Initial Electric Test

- 37. Armature Resistance to Ground
- 38. Field Resistance to Ground
- 39. Armature Hi-Pot
- 40. Field Hi-Pot
- 41. Armature Bar to Bar Test

42.	DC field frame Drop Test
	DC Field Frame Polarity Check
	Field Frame Condition
45.	Field Frame Failure Location
Initial	Armature Inspection
	Air Gap <10% Variation
47.	Number of Commutator Bars
48.	Growler Test
49.	Commutator Condition
50.	Armature Condition
51.	Armature Failure Location
	nical Inspection
	Bearing Manufacture
	Bearing DE Size
	Bearing DE Type
	Bearing ODE Size
	Bearing ODE Type
	Insulated Bearing
	Lubrication Type Grease Condition
	Bearing Retainers
	Shaft Grounding Device
	DE Seal
	DE Seal Type/Size
	ODE Seal
65.	ODE Seal Type/Size
Root C	Cause of Failure
66.	Component Failure
67.	Cause of Failure
68.	Comments
69.	Service Technician
	utator Data
	Front V Ring Ext.
	Total Copper Segment Length
	Length Brush Surface
	Rear V Ring Ext. Max Comm Dia.
	Comm Dia.
	Dia Over V Ring
	Front Bore Dia.
	Rear Bore Dia.
	Dia. Over V Ring
	Riser Dia.
	Number of Copper Segments
	Wire Size
83.	Mica Segment Thickness

85	Equalizer Size
	Equalizer/riser slot
	Equalizer seq. on comm.
	Commutator Type
	Shaft Diamater Keyway alignment with center line of
	Key way size
	Riser Type
	Commutator Condition
	Riser to Core dimension
	Armature Core Length
	Comm End Coil Ext
96.	Knuckle End Coil Ext
97.	Armature Core Diameter
98.	Armature Throw
99.	Service Technician
Armat	ture Winding Sheet
100.	Slots
101.	Wire Size
102.	Bars
103.	Turns per coil
104.	Wires in Mult
105.	Slot span 1 to
	Coil per slot
	Wire Type
	Comm Span 1 to
	Wire Weight
	Number of Equalizers
	Span 1 to
	Equalizers Wire Size
	Compensating Winding Wire Size
	Compensating Turns per slot Compensating or Face Winding
	Wave Winding Leads from Slot 1 to Bar
	Lap Winding leads from slot 1 to bar
	Total Slot Depth
	Slot Depth under wedge
	Slot Width
121.	Coil Knuckle Type
122.	Service Technician
Field I	Frame Winding Sheet
123.	Winding Type
124.	Coils Wound on Flat or Edge
125.	Coils would left or right handed
126.	Interpoles
	Permanent Magnet
	Shut Coil Dimensions
129.	Number of Shunt Coils

130.	Number of Circuits
131.	Turns per coil
132.	Wire Size
133.	Lbs. Per Coil
134.	Series Coil Dimensions
135.	Number of Series Coils
136.	Number of Series Coil Circuits
137.	Series Turns per coil
138.	Series Coil Wire Size
139.	Series coil lbs per coil
140.	Interpole Coil Dimensions
141.	Number of Interpole Coils
142.	Number of Interpole Circuits
143.	Interpole Turns per coil
144.	Interpole wire size
145.	Interpole lbs per coil
146.	Service Technician
Machi	ne Fit Inspection Report
147.	Shaft Run Out
148.	Initial Shaft Run Out
149.	Final Shaft Run Out
150.	DE Bearing Shaft Fit
151.	DE Initial Shaft Bearing Fit 1
152.	DE Finial Shaft Bearing Fit 1
153.	DE Initial Shaft Bearing Fit 2
154.	DE Finial Shaft Bearing Fit 2
155.	DE Initial Shaft Bearing Fit 3
156.	DE Finial Shaft Bearing Fit 3
157.	ODE Bearing Shaft Fit
158.	ODE Initial Shaft Bearing Fit 1
159.	ODE Finial Shaft Bearing Fit 1
160.	ODE Initial Shaft Bearing Fit 2
161.	ODE Finial Shaft Bearing Fit 2
162.	ODE Initial Shaft Bearing Fit 3
163.	ODE Finial Shaft Bearing Fit 3
164.	DE Air Seal Shaft Fit
165.	DE Initial Air Seal Shaft Size
166.	DE Final Air Seal Shaft Size
167.	ODE Air Seal Shaft Fit
168.	ODE Initial Air Seal Shaft Size
	ODE Final Air Seal Shaft Size
170.	DE Endbell Fit
171.	DE Initial Endbell Fit Size 1
172.	DE Final Endbell Fit Size 1
173.	DE Initial Endbell Fit Size 2
174.	DE Finial Endbell Fit Size 2
175.	DE Initial Endbell Fit Size 3

176.	DE Final Endbell Fit Size 3
177.	DE Endbell Fit Insulated
178.	DE Endbell Air Seal Fit
179.	Initial Endbell Air Seal Fit Size
180.	Finial Endbell Air Seal Fit Size
181.	ODE Endbell Fit
_	ODE Endbell Fit Insulated
	ODE Endbell Air Seal Fit
	ODE Initial Endbell Seal Fit Size
	ODE Finial Endbell Seal Fit Size
	Foot Flatness
	Foot Condition
	Flange Condition
189.	Turn and Under Cut Armature
190.	Service Technician
Balan	cing Report
191.	Balance Type
192.	Balance Operating Speed
	Start Left End
194	Start Right End
	Balancing Specification
	Finish Left End
	Finish Right End Service Technician
	nbly and Final Test
	Armature Meggar Testing Reading
200.	Armature Hi-Pot
201.	Field Frame Meggar Testing Reading
202.	Field Frame Hi-Pot
203.	Test Run Field Voltage
204.	Test Run Field Amps
205.	Test Run Armature Voltage
206.	Test Run Armature Amps
	Brushes seated
	DE Horizontal Vibration Reading
	DE Vertical Vibration Reading
	DE Axial Vibration Reading
	ODE Horizontal Vibration Reading
	•
	ODE Vertical Vibration Reading
	ODE Axial Vibration Reading
	Ambient Temp at start of Test Run
	Temp at 5 minutes
	Temp at 10 minutes
217.	Temp at 15 minutes
218.	Temp at 20 minutes
219.	Temp at 25 minutes
220.	Temp at 30 minutes

221. Temp at 35 minutes	
222. Temp at 40 minutes	
223. Temp at 45 minutes	
224. Temp at 50 minutes	
225. Temp at 55 minutes	
226. Temp at 60 minutes	
227. Motor Paint	
228. Service Technician	



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- 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. **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.