

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 102567

Prepared for Peco Foods

625 S. Allen Street Batesville AR 72501

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AC Inspection as Found - Shop



#### **AC Inspection as Found**

Peco Foods 625 S. Allen Street Batesville, AR 72501

Millington, Tn 38053 901-873-5300
901-073-3300
FolderID: 102567

FolderID: 102567 FormID: 19554804

7030 Ryburn Dr

Hi-Speed Industrial Service

AC Inspection	- Rev. 2	Hi-Speed Job Number:	102567
Location:	Shop	Manufacturer:	Baldor
Serial Number:	A2210052014	Product Number:	EM4316T
Description:75H	P 1780RPM BALDOR	Spec/ID #:	A36-0001-4148
		Serial Number:	A2210052014
		HP/kW:	75 (HP)
		RPM:	1780 (RPM)
		Frame:	365T
		Voltage:	230 / 460
		Phase:	Three
		Hz:	60 (Hz)
		Service Factor:	1.15
		Repair Stage:	Final

#### **Overall Condition**

Report Date 1.

2. Nameplate Picture



3. Photos of all six sides of the machine.







































	4.	Describe the Overall Condition of the <i>Dirty</i>	Equipment as Received		
	5.	Distance from the end of the shaft to t	he Coupling/Sheave		inches
9		Na			
Ini	tial	Mechanical/Electrical			
	6.	Does Shaft Turn Freely?			
		No			
	7.	Does the shaft require T.I.R in Lathe t	o identify additional repairs?		
9		No			
	8.	Does Shaft Have Visible Damage?			(No) No
	9.	Assembled Shaft Runout			Inches
9		Na			
	10.	Assembled Shaft End Play			inches
		Na			
	11.	Air Gap Variation <10%			
9		Na			
	12.	Lead Condition			(P) Pass
	13.	Lead Length			16 Inches
	14.	Does it have Lugs?, If so what is the S	Stud Size?		(No) No
	15.	Lead Numbers			
	16.	Stator Temperature Detector Rating a	nd Function		
		Quantity	Rating	Quantity Passed	
		Na			
	17.	Bearing Temperature Detector Rating			
		Quantity	Rating	Quantity Passed	
		Na			
	18.	Frame Condition			
		Pass			

Pass



20.	Heater Quantity, Ratings					
	Quantity	Volts/Watts	Pass/Fail			
	Na					
21.	Broken or Missing Components		three of the fan cover bolts are broke			
Initial	Initial Electrical Inspection					
22.	Insulation Resistance/Megger		Megohms			
	Na					
23.	Winding Resistance					
	1-2	1-3	2-3			
	Ma					
	Na					



25.	Number of Stator Slots
26.	Stator Condition
•	Extensive core damage
27.	Stator Thermistors/Ohms
•	Na
28.	Stator Overloads/Ohms
	Na

#### **Mechanical Inspection**

29.	Drive End Bearing Brand		nachi
30.	Drive End Bearing Number-		6313
31.	Drive End Bearing Qty.		1
32.	Drive End Bearing Type		(Ball) Ball Bearing
33.	Drive End Lubrication Type		(Grease) Grease Lubricated
34.	Drive End Bearing Insulation or Grour	nding Device?	
-	Na		
35.	Drive End Wavy Washer/Snap-Ring C	Other Retention Device?	na
36.	Drive End Bearing Condition		
37.	Opposite Drive End Bearing Brand		nachi
38.	Opposite Drive End Bearing Number-		6313
39.	Opposite Drive End Bearing Qty.		1
40.	Opposite Drive End Bearing Type		(Ball) Ball Bearing
41.	Opposite Drive End Lubrication Type		(Grease) Grease Lubricated
42.	Opposite Drive End Bearing Insulation	n or Grounding Device?	na
43.	Opposite Drive End Wavy Washer/Sn	ap-Ring Other Retention Device?	wavy washer
44.	Opposite Drive End Bearing Condition	1	
45.	Drive End Seal		
-	Na		
46.	Opposite Drive End Seal		
-	Na		
47.	DE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	-		
-	Na		
48.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
-	Na		
49.	5		
	0 degrees	120 degrees	240 degrees
	Na		
50.		200	
50.	0 degrees	120 degrees	240 degrees
	0 degrees	120 degrees	240 degrees
-	Na		
51.	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	Na		
52.	ODE Sleeve Bearing Outside Diamete	er	
	0 degrees	120 degrees	240 degrees
	Na		

	ODE Sleeve Bearing Housing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
	0.000		
	Na		
54.	ODE Sleeve Bearing to Housing Clea	arance	
	0 degrees	120 degrees	240 degrees
	Na		
	· Inspection		
	Rotor Type/Material		(Squirrel Aluminum) Squirrel
00.			Cage Aluminum Die Cast
56.	Growler Test		
57.	Number of Rotor Bars		
-	Na		
58.	Rotor Condition		excessive damage
1			
	and the second state special second		
a	THE REPORT OF THE PARTY OF		
-	and and a second processing of the		
<b>10</b>			
50	List the Dente manded for the Densis	2-1	
59.	List the Parts needed for the Repair Signature of Technician that Disasse		Cw
60.		Indied Motor	Cw
	11111		
	Min	$\sim$	
Mask		$\sim$	
	anical Fits- Rotor	マ	inchos
61.	anical Fits- Rotor Shaft Runout	$\sim$	inches
61.	anical Fits- Rotor Shaft Runout	$\sim$	inches
61.	anical Fits- Rotor Shaft Runout Na Rotor Runout		
61.	anical Fits- Rotor Shaft Runout	Rotor Body	inches Opposite Drive End Bearing
61.	anical Fits- Rotor Shaft Runout Na Rotor Runout		
61. •	anical Fits- Rotor Shaft Runout Na Rotor Runout Drive End Bearing Fit Na	Rotor Body	
61. 62.	anical Fits- Rotor Shaft Runout Na Rotor Runout Drive End Bearing Fit Na	Rotor Body	
61. 62.	anical Fits- Rotor Shaft Runout Na Rotor Runout Drive End Bearing Fit Na Coupling Fit Closest to Bearing House	Rotor Body	Opposite Drive End Bearing

64	Coupling Fit Closest to the end of the Shaft			
	0 Degrees	60 Degrees	120 Degrees	
	Na			
65	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	



#### Bearing fit is gone

	, mie gene			
66.	Drive End Bearing Shaft Fit Condition			(F) Fail
67.	Opposite Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	2.558	2.5586	2.5584	
68.	Opposite Drive End Bearing Shaft Fit	Condition		(F) Fail
69.	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	Na			
-				
	anical Fits- Bearing Housings			
70.	Drive End - Endbell Bearing Fit	-	-	
	0 Degrees	60 Degrees	120 Degrees	
	5.5134	5.5133	5.5137	
71.	Drive End - Endbell Bearing Fit Condi	tion		(F) Fail
72.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	5.5133	5.5139	5.5135	
73.	Opposite Drive End - Endbell Bearing	Fit Condition		(F) Fail
74.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
-	<i>DE bearing cap needs sleeved ODE bearing pass</i>			
75.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	Na			

-	70	List Marships Marships 1, 100 1		
	76.	List Machine Work Needed Below		
		<i>DE shaft bearing fit DE bearing cap</i>		
		Both end bell bearing fits		
	77.	Technician		Cw
		( Mrun	/	
		1 MAAAA		
		( III) and		
R	oot (	Cause of Failure		
	78.	Failure locations		
		Rotor, bearing fits, and core iron		
	79.	Root cause of failure		
		DE shaft bearing fit failed causing rotor	to drag iron and causing excessive core dama	ge and rotor damage
D	ynar	nic Balance Report		
	-	Rotor Weight and Balance Grade		
		Rotor Weight	Balance Grade	
		5		
	81.	Initial Balance Readings		
		Drive End	Opposite Drive End	
	82.	Final Balance Readings		
		Drive End	Opposite Drive End	
	02	Technician		
D	ewin			
K			und	
	04.	Core Test Results - Watts loss per Po		
		Pre-Burnout	Post Burnout	
	85.	Core Hot Spot Test		
		Pre-Burnout	Post-Burnout	
	86.	Post Rewind Electrical Test- Insulation	n Resistance	
	87.	Post Rewind Polarization Index		
	88.	Post Rewind Winding Resistance		
		1-2	1-3	2-3
	89.	5		
		Post Rewind Hi-Pot		
	-	Technician		
Μ		anical Fits- Rotor - Post Repair		
	92.	Shaft Runout Post Repair		
	93.	Rotor Runout Post Repair		
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	94.	1 0 0	- ·	
		0 Degrees	90 Degrees	120 Degrees

95.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
	5	5	5
96.	Drive End Bearing Shaft Fit Post Rep	air	
	0 Degrees	60 Degrees	120 Degrees
	č	0	5
97.	Opposite Drive End Bearing Shaft Fit	Post Repair	
	0 Degrees	60 Degrees	120 Degrees
	5	5	5
98.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
99.	Shaft Repair Sign-off		
Mecha	anical Fits- Bearing Housings - P	ost Repair	
100.	Drive End - Endbell Bearing Fit Post F	Repair	
	0 Degrees	60 Degrees	120 Degrees
	0 _ 0 3.000		
101.	Opposite Drive End - Endbell Bearing	Fit Post Repair	
	0 Degrees	60 Degrees	120 Degrees
	5	5	5
102.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	5		
103.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
104.	DE Sleeve Bearing Inside ID Post Re	pair	
	Measure 1	Measure 2	Measure 3
105.	DE Sleeve Bearing Outside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
106.	DE Sleeve Bearing Inside OD Post Re	epair	
	Measure 1	Measure 2	Measure 3
107.	DE Sleeve Bearing Outside OD Post	·	
	Measure 1	Measure 2	Measure 3
	End Bell Repair Sign-off		
109.	ODE Sleeve Bearing Inside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
110.	ODE Sleeve Bearing Outside ID Post		
	Measure 1	Measure 2	Measure 3
111.	ODE Sleeve Bearing Inside OD Post	•	
	Measure 1	Measure 2	Measure 3

112	ODE Sleeve Bearing Outside OD Pos	t Repair	
	Measure 1	Measure 2	Measure 3
Asser	nbly		
113.	QC Check All Parts for Cleanliness P	rior to Assembly	
114.	Photograph All Major Components pr	or to assembly	
115.	Final Insulation Resistance Test		
	Assembled Shaft Endplay		
	Assembled Shaft Runout		
118.	Test Run Voltage		
	Volts	Volts	Volts
119	Test Run Amperage		
110.	Amps	Amps	Amps
	Amps	Anps	Anps
120.	Drive End Vibration Readings - Inche	s Per Second	
	Horizontal	Vertical	Axial
121.	Opposite Drive End Vibration Reading	•	
	Horizontal	Vertical	Axial
122	Ambient Temperature - Fahrenheit		
	Drive End Bearing Temps - Fahrenhe	it	
	5 Minutes	10 Minutes	15 Minutes
124.	Drive End Bearing Temps - Fahrenhe	it 20-30 Minutes	
	20 Minutes	25 Minutes	30 Minutes
405	Drive Ford Dansiers Terrora, Followska		
125.	Drive End Bearing Temps - Fahrenhe		45 Minutes
	35 Minutes	40 Minutes	45 Minutes
126.	Drive End Bearing Temps - Fahrenhe	it 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
127.	Opposite Drive End Bearing Temps -		
	5 Minutes	10 Minutes	15 Minutes
128	Opposite Drive End Bearing Temps -	Eshrenheit 20-30 Minutes	
120.	20 Minutes	25 Minutes	30 Minutes
		20 10110100	
129.	Opposite Drive End Bearing Temps -	Fahrenheit 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
130.	Opposite Drive End Bearing Temps -		
	50 Minutes	55 Minutes	60 Minutes
131	Stator Temperatures- Fahrenheit		
101.	5 Minutes	10 Minutes	15 Minutes
	5		

132. Sta	Stator Temperatures- Fahrenheit 20-30 Minutes		
20	Minutes	25 Minutes	30 Minutes
133. Sta	Stator Temperatures- Fahrenheit 35-45 Minutes		
35	Minutes	40 Minutes	45 Minutes
134. Sta	Stator Temperatures- Fahrenheit 50-60 Minutes		
50	Minutes	55 Minutes	60 Minutes
135. Doo	Document Final Condition with Pictures after paint		
136. Fin	nal Pics and QC Review		



#### 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.