

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 102251

Prepared for Peco Foods

625 S. Allen Street Batesville AR 72501

### Table of Contents

AC Inspection as Found - Shop



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

Peco Foods 625 S. Allen Street Batesville, AR 72501

#### AC Inspection - Rev. 2

Location: S	hop
Serial Number: 1	068244824

Description:125HP WEG 1800RPM 444/5T

Hi-Speed Job Number:	102251
Manufacturer:	WEG
Product Number:	12518ET3ERB444T-W22
Serial Number:	1068244824
HP/kW:	125 (HP)
RPM:	1780 (RPM)
Frame:	444/5T
Voltage:	230 / 460
Current:	278/139
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
J-box Included:	Complete
Coupling/Sheave:	None
Bearing RTDs:	No
Stator RTDs:	No
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

#### Priorities Found: **8 - Good**

- **Overall Condition** 
  - 1. Report Date
    - 2. Nameplate Picture





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

> FolderID: 102251 FormID: 18797465





































	3.	Photos of all six sides of the machine.	
	4.	Describe the Overall Condition of the Equipment as Received	
In	itial	Mechanical/Electrical	
	5.	Does Shaft Turn Freely?	(Yes) Yes
	6.	Does Shaft Have Visible Damage?	(No) No
	7.	Assembled Shaft Runout	Inches
		Na	
	8.	Assembled Shaft End Play	inches
	<b>.</b>	Na	

9.	Air Gap Variation <10%	
	Na	
10.	Lead Condition	(P) Pass
11.	Lead Length	16 Inches
12.	Lead Numbers	1-12
13.	Frame Condition	pass
14.	Fan Condition	(P) Pass
15.	Broken or Missing Components	
	Na	

#### **Initial Electrical Inspection**

- 16. Insulation Resistance/Megger
- In picture

Megohms

Coil 3 (Ohms)	0.0676 Corr: 0		
Megohm Stat	PASS	No Test	1
Volts (V) -	501		
I(µA)	0.0000		
Resist	> 999999		
At 40°C	270014	1	
DI Status	No Tect	No Test	No
Nameplate	Application Re	sults Summary	13
Nameplate	Application Re	sults Summary	1
Nameplate	Application Re		

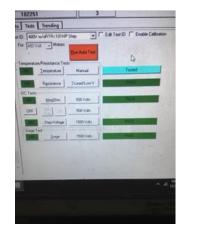
 17. Winding Resistance

 1-2
 1-3
 2-3

In picture

	Rest         Status         PASS         No Test         No Test           Ial L1 (Ohmo)	Test Date	12/26/2023	12/26/2023	12/26/2
Bail L1 (Ohms)         Bail L2 (Ohms)           Bail L3 (Ohms)         0.0465 Corn 0           L1-L2 (Ohms)         0.0455 Corn 0           L2-L3 (Ohms)         0.0455 Corn 0           L3-L1 (Ohms)         0.0455 Corn 0           L3-L3 (Ohms)         0.0455 Corn 0           Coll 3 (Ohms)         0.0405 Corn 0           Coll 3 (Ohms)         0.0707 Corn 0           Coll 3 (Ohms)         0.0676 Corn 0           Coll 3 (Ohms)         0.0676 Corn 0           Coll 3 (Ohms)         0.0676 Corn 0           Margohm Mata         PRos	al L1 (Ohms) ial L2 (Ohms) 26i L3 (Ohms) L1-L2 (Ohms) 0.0455 Cerr: 0 L3-L1 (Ohms) 0.0455 Cerr: 0 L3-L1 (Ohms) 0.0455 Cerr: 0 Cell 2 (Ohms) 0.0675 Cerr: 0 Cell 2 (Ohms) 0.0676 Cerr: 0 Magnatur Scient No Test No Test	Test Time	10:43:09 AM	10:31:13 AM	10:27:49
Bal L2 (Ohma)         L1-L2 (Ohma)           L1-L2 (Ohma)         0.0455 Corr. 0           L2-L3 (Ohma)         0.0455 Corr. 0           L3-L1 (Ohma)         0.0455 Corr. 0           L3-L3 (Ohma)         0.0455 Corr. 0           L3-L3 (Ohma)         0.0455 Corr. 0           Coll 3 (Ohma)         0.0455 Corr. 0           Coll 3 (Ohma)         0.0455 Corr. 0           Coll 3 (Ohma)         0.0455 Corr. 0           Margohm Stat.         0.0676 Corr. 0	Lail L2 (Ohms)         June 2010           Jail L3 (Ohms)         0.0465 Core 0           L1-L2 (Ohms)         0.0465 Core 0           L3-L3 (Ohms)         0.0455 Core 0           L3-L1 (Ohms)         0.0455 Core 0           L3-L1 (Ohms)         0.0455 Core 0           Cold 1 (Ohms)         0.0670 Core 0           Cold 1 (Ohms)         0.0670 Core 0           Cold 2 (Ohms)         0.0670 Core 0           Cold 3 Cohms)         0.0670 Core 0	Resist Status	PASS	No Test	No Test
Bal L3 (Ohms)         U1-L2 (Ohms)         0.0455 Corr. 0           L2-L3 (Ohms)         0.0455 Corr. 0         U2-L3 (Ohms)           L3-L1 (Ohms)         0.0455 Corr. 0         U2-L3 (Ohms)           Max Deta R5: 2.240         U2-L3 (Ohms)         0.0707 Corr. 0           Cell 3 (Ohms)         0.0707 Corr. 0         Cell 3 (Ohms)           Cell 3 (Ohms)         0.0707 Corr. 0         Cell 3 (Ohms)           Cell 3 (Ohms)         0.0676 Corr. 0         U2-L3 (Ohms)           Marghim Stat.         10825         No Test         No Test	Ball 13 (Ohms)         0.0465 Cerr: 0           L1-L2 (Ohms)         0.0455 Cerr: 0           L2-L3 (Ohms)         0.0455 Cerr: 0           Max Order R %         2.240           Ceil 1 (Ohms)         0.0505 Cerr: 0           Max Order R %         2.240           Ceil 1 (Ohms)         0.0505 Cerr: 0           Ceil 2 (Ohms)         0.0505 Cerr: 0           Ceil 3 (Ohms)         0.0505 Cerr: 0           Mayobox 5744         855           No Test         No Test	Bal L1 (Ohms)	Constant of the	1	1000
L1-L2 (Ohma) 0.0465 Cerr 0 L2-L3 (Ohma) 0.0465 Cerr 0 L3-L1 (Ohma) 0.0455 Cerr 0 Max Deta R% 2.240 Ceil 1 (Ohma) 0.0707 Cerr 0 Ceil 2 (Ohma) 0.0707 Cerr 0 Ceil 2 (Ohma) 0.0676 Cerr 0 Ceil 2 (Ohma) 0.0676 Cerr 0	L1-L2 (Ohms) 0.0465 Core 0 L2-L3 (Ohms) 0.0456 Core 0 L3-L3 (Ohms) 0.0455 Core 0 Max Deta R % 2.240 Coll 3 (Ohms) 0.0575 Core 0 Coll 3 (Ohms) 0.0576 Core 0 Coll 3 (Ohms) 0.0576 Core 0 Max Deta R % 2.240 Coll 3 (Ohms) 0.0576 Core 0 Max Deta R % 2.240 Coll 3 (Ohms) 0.0576 Core 0 Max Deta R % 2.240 Coll 3 (Ohms) 0.0576 Core 0 No Test No Test No Test	Bal L2 (Ohms)	122		1000
L2-L3 (Ohms)         0.0456 Cerr 0           L3-L1 (Ohms)         0.0455 Cerr 0           Max Deita R %         2.240           Cell 1 (Ohms)         0.0507 Cerr 0           Cell 2 (Ohms)         0.0506 Cerr 0           Cell 2 (Ohms)         0.0507 Cerr 0           Cell 2 (Ohms)         0.0507 Cerr 0           Cell 2 (Ohms)         0.0578 Cerr 0           Marghin Satz         R65	L2-13 (Ofmms)         0.0456 Corr: 0           L3-L1 (Ofmms)         0.0455 Corr: 0           Max Detta R.%         2.440           Cold 1 (Ofmms)         0.0676 Corr: 0           Cold 2 (Ofmms)         0.0676 Corr: 0           Cold 2 (Ofmms)         0.0676 Corr: 0           Cold 3 (Ofms)         0.0676 Corr: 0           Cold 3 (Ofms)         0.0676 Corr: 0           Cold 3 (Ofms)         0.0676 Corr: 0           Max Detta R.%         2.0677 Corr: 0           Cold 3 (Ofms)         0.0676 Corr: 0           Max Detta R.%         2.0677 Corr: 0           Max Detta R.%         No. Test           No. Test         No. Test	Bal L3 (Ohms)	110 000		
L3-L1 (Ohma)         0.0455 Corr 0           Max Deta R %         2.240           Coil 1 (Ohma)         0.0707 Corr 0           Coil 2 (Ohma)         0.0707 Corr 0           Coil 2 (Ohma)         0.0676 Corr 0           Mayohnn Stat.         0.0655 Corr 0	L3-L1 (Ohma)         0.0455 Core 0           Max Defa R, %         2,240           Coll 1 (Ohma)         0.0707 Core 0           Coll 2 (Ohma)         0.0666 Core 0           Coll 2 (Ohma)         0.0676 Core 0           Coll 3 (Ohma)         0.0676 Core 0           Magohm Xiat         Model Core 0           Magohm Xiat         No Test	L1-L2 (Ohms)	0.0465 Corr. 0		1000
Max Detta R %         2,240           Coli 1 (Ohms)         0,070 Corn 0           Coli 2 (Ohms)         0,0600 Corn 0           Coli 3 (Ohms)         0,0670 Corn 0           Margohm Stat.         PAss         No Test	Max Delta R %         2,340           Ceill 1 (Ohma)         0.0707 Cern 0           Ceill 2 (Ohma)         0.0696 Cern 0           Ceill 3 (Ohma)         0.0696 Cern 0           Gell 3 (Ohma)         0.0696 Cern 0           Magohon State         No Test           No Test         No Test	L2-L3 (Ohms)	0.0456 Corr. 0		
Coil 1 (Ohms)         0.0707 Corn 0           Coil 2 (Ohms)         0.0680 Corn 0           Coil 3 (Ohms)         0.0676 Corn 0           Mogohns Statu,         PASS           No Test         No Test	Ceil 1 (Ohms)         0.0707 Cein 0           Ceil 2 (Ohms)         0.0560 Cein 0           Ceil 3 (Ohms)         0.0676 Cein 0           Magdom 241         No Test           No Test         No Test	L3-L1 (Ohms)	0.0455 Corn 0		
Cell 2 (Ohms)         0.0680 Cern 0           Cell 3 (Ohms)         0.0676 Cern 0           Megohim Statu.         R835         No Test	Coll 2 (Ohma)         0.0680 Corn 0           Coll 3 (Ohma)         0.0676 Corn 0           Megohim Stat.         9855           Skills (n)         601	Max Delta R %	2.240		
Coil 3 (Ohmi) 0.0676 Corr. 0 Megohim Stat PRSS No Test No Test	Coli 3 (Ohmi)         0.0676 Corr 0           Megohim Statu         PASS         No Test         No Test           Weir (r)         501         501         501	Coil 1 (Ohms)	0.0707 Corn 0		
Megohim Status PASS No Test No Test	Magohim Stat., PASS No Test No Test No Test	Coil 2 (Ohms)	0.0680 Corn 0		
	Sholt- nn 4m	Coil 3 (Ohms)	0.0676 Corn 0		
Shite NO SOI	procession of the second secon	Megohim Stat.	PASS	No Test	No Test
	Nameplate Application Results Summary Surge	Shike NO	1401		
Nameplate Application Results Summary Surpe		Nameplate	Application R	eiuits Summary	Surge 1

18. Perform Surge Test



19.	Number of Stator Slots	48	
20.	Stator Condition	pass	
21.	Stator Thermistors/Ohms		
-	Na		
22.	Stator Overloads/Ohms		
-	Na		
Mecha	anical Inspection		
23.	Drive End Bearing Brand		
-	Na		
24.	Drive End Bearing Number-	NU319	
25.	Drive End Bearing Qty.	1	
26.	Drive End Bearing Type	(Roller) Roller Bearing	
27.	Drive End Lubrication Type	(Grease) Grease Lubricated	
28.	Drive End Bearing Insulation or Grounding Device?		
	Na		
29.	Drive End Wavy Washer/Snap-Ring Other Retention Device?		
-	Na		
30.	Drive End Bearing Condition		
	Signs of normal wear		



31. Opposite Drive End Bearing Brand

🗭 Na

6316	Opposite Drive End Bearing Number-
1	Opposite Drive End Bearing Qty.
(Ball) Ball Bearing	Opposite Drive End Bearing Type
(Grease) Grease Lubricated	Opposite Drive End Lubrication Type
none	Opposite Drive End Bearing Insulation or Grounding Device?
none	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?

38. Opposite Drive End Bearing Condition



39.	Drive End Seal					
	Slinger					
40.	Opposite Drive End Seal					
-	Slinger					
Rotor	Inspection					
41.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast			
42.	Growler Test		(Pass) Pass			
43.	Number of Rotor Bars		40			
44.	Rotor Condition		pass			
45.	List the Parts needed for the Repair E	Below				
	NU319					
	6316 Aegis ring: 3.6644					
46.	Signature of Technician that Disasser		Cw			
Mecha	lechanical Fits- Rotor					
47.	Shaft Runout		inches			
	Na					
48.	Rotor Runout					
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing			
-	Na					

40	Coupling Eit Classot to Pooring House	200		
49.	Coupling Fit Closest to Bearing Hous			
	0 Degrees	90 Degrees	120 Degrees	
	Na			
50.	Coupling Fit Closest to the end of the	Shaft		
	0 Degrees	60 Degrees	120 Degrees	
	Na			
51.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	3.7419	3.7418	3.7418	
52.	Drive End Bearing Shaft Fit Condition			(P) Pass
	Opposite Drive End Bearing Shaft Fit			. ,
	0 Degrees	60 Degrees	120 Degrees	
	3.1501	3.1502	3.1502	
54.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	Na			
Mech	anical Fits- Bearing Housings			
56.	Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	7.8749	7.8751	7.875	
<ul><li>57.</li></ul>	Drive End - Endbell Bearing Fit Cond	tion		(P) Pass
58.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	6.6937	6.6938	6.6938	
59.	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
60.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	Pass			
61.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	Na			
62.				
	Na			•
63.	Technician			Cw
Root	Cause of Failure			
64.	Failure locations			
	Bearings			

65.	Root cause of failure	
	Wear	
	mic Balance Report	
66.	Rotor Weight and Balance Grade Rotor Weight	Balance Grade
		Dalance Grade
-	Na	
67.	Initial Balance Readings	
	Drive End	Opposite Drive End
-	In picture	
NE Ba	m operating speed: 1780.00 MA Spec: 1.50 mil lancing RFM: 405.97 Balance Cor Start Angle: 144.76 Ang Angle: 144.76 Ang Left ad Mila: 0.43 Mi Angle: 354.96 Angl Beginning unbalance: 57.327 73.099 Besidual unbalance: 50.328 Whis item is balanced to: 24.470 30.030	
68.	Final Balance Readings Drive End	Opposite Drive End
-	In picture	
Ang Mi An	Finish ls: 0.45 in/s: 0.010 ls: 196.36 ls: 0.29 in/s: 0.006 pls: 3.78	
	335 g-in, 2.022 oz-in Right Sid 354 g-in, 2.578 oz-in Left side 359 g- 0.14 oz Right Side 349 g- 0.29 oz Left Side 349 g- 0.29 oz Left Side 350 g-in, 1.56 oz-in Left Side <sup>10</sup> 00 in Which = 0.00 in inny <sup>10</sup> 00 in Which = 0.00 in inny	
69.	Technician	Cw
Rewi	nd	

70	Core Test Results - Watts loss per Po	und	
70.	Pre-Burnout	Post Burnout	
	1 le-Duillout	1 Ost Bulllout	
71.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
72.		n Resistance	
	Post Rewind Polarization Index		
74.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
75	Post Rewind Surge Test		
	Post Rewind Hi-Pot		
	Technician		
Mecha	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		
	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	-		
80.	Coupling Fit Closest to Bearing Housi	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees
01	Coupling Fit Closest to the end of the	Shoft Doot Dopoir	
01.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	00 Degrees	120 Degrees
82.	Drive End Bearing Shaft Fit Post Rep	air	
	0 Degrees	60 Degrees	120 Degrees
83.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
84	Shaft Air Seal Fits Post Repair		
04.	Drive End Air Seal	Opposite Drive End Air Seal	
85.	Shaft Repair Sign-off		
Mecha	anical Fits- Bearing Housings - P	ost Repair	
86.	Drive End - Endbell Bearing Fit Post F	Repair	
	0 Degrees	60 Degrees	120 Degrees
87.	Opposite Drive End - Endbell Bearing	•	100.5
	0 Degrees	60 Degrees	120 Degrees
88.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
89.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
90.	End Bell Repair Sign-off		

#### Assembly

- 91. QC Check All Parts for Cleanliness Prior to Assembly
- 92. Photograph All Major Components prior to assembly

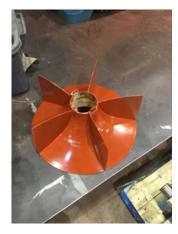










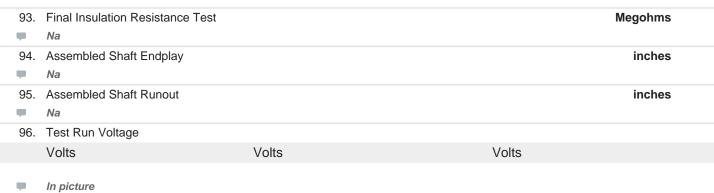














97. Test Run Amperage			
Amps	Amps	Amps	
In picture			
ALIAN DATAS OYAGA OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO OYAGO			

98.	Drive End Vibration Readings - Inches Per Second				
	Horizontal	Vertical	Axial		
	0.02	0.01	0.02		
99.	. Opposite Drive End Vibration Readings - Inches Per Second				
	Horizontal	Vertical	Axial		
	0.02	0.02	0.02		
100	0. Ambient Temperature - Fahrenheit				
-	Na				
101	1. Drive End Bearing Temps - Fahrenheit				
	5 Minutes	10 Minutes	15 Minutes		
-	Na				
102	2. Opposite Drive End Bearing Temps - Fahrenheit				
	5 Minutes	10 Minutes	15 Minutes		
-	Na				
103	. Document Final Condition with Pictures after paint				







104. Final Pics and QC Review

Co sign: TREVOR HALL

Cw



#### 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. 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

**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.