

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 103444

Prepared for PRODUCERS RICE STUTTGART

603 N. PARK AVE STUTTGART AR 72160

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AC Random Coil Rewind Report - MOTOR SHOP LR



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

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AC Inspection as Found

PRODUCERS RICE STUTTGART 603 N. PARK AVE

STUTTGART, AR 72160

AC Inspection - Rev. 2

Location:	MOTOR SHOP LR
Serial Number:	A1203272009

Description:100HP BALDOR 1785RPM

Hi-Speed Job Number:	103444
Manufacturer:	Baldor
Spec/ID #:	P40G332
Serial Number:	A1203272009
HP/kW:	100 (HP)
RPM:	1785 (RPM)
Frame:	405T
Voltage:	230 / 460
Current:	112 (Amps)
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	9
J-box Included:	Complete
Coupling/Sheave:	None
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
Shaft Machined Fit Repairs Required:	Yes
Bearing Housing Machined Fit Repairs Required:	Yes
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: **5 - High**

🔵 5 - Good

Overall Condition

1. Report Date

08/30/2024

2. Nameplate Picture



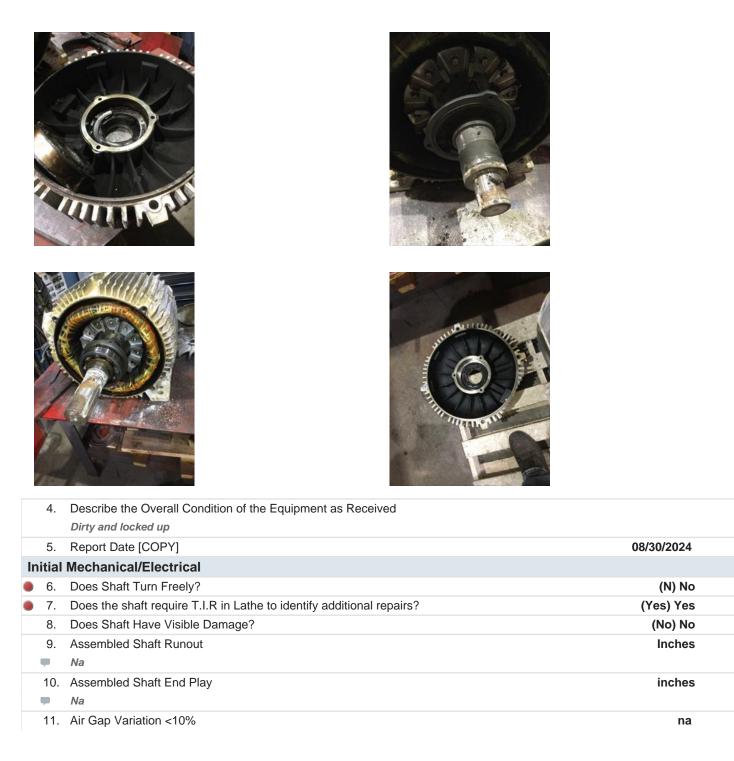
3. Photos of all six sides of the machine.













13.	Lead Length	16 Inches
14.	Does it have Lugs?, If so what is the Stud Size?	(No) No
15.	Lead Numbers	1-9
16.	Frame Condition	pass
17.	Fan Condition	(F) Fail
.	Fan has a crack	

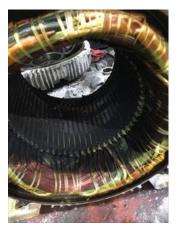




	22.	Number of Stator Slots			60
	21.	Perform Surge Test			(F) Fail
	•	Failed			
		1-2	1-3	2-3	
	20.	Winding Resistance			
	19.	Insulation Resistance/Megger			0 Megohms
Ir	itial	Electrical Inspection			
	18.	Broken or Missing Components			fan

Rewind and core repair

23. Stator Condition





24.	Stator Thermistors/Ohms	
	Na	
25.	Stator Overloads/Ohms	
	Na	
Mecha	anical Inspection	
26.	Drive End Bearing Brand	SKF
27.	Drive End Bearing Number- 631	6 C3



28. Drive End Bearing Qty.	1
29. Drive End Bearing Type	(Ball) Ball Bearing
30. Drive End Lubrication Type	(Grease) Grease Lubricated
31. Drive End Bearing Insulation or Grounding Device?	
Na Na	
32. Drive End Wavy Washer/Snap-Ring Other Retention Device?	
🗭 Na	

33. Drive End Bearing Condition



34. Opposite Drive End Bearing Brand	SKF
35. Opposite Drive End Bearing Number-	6316 C3

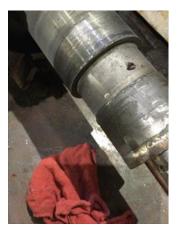


36. Opposite Drive End Bearing Qty.	1	
37. Opposite Drive End Bearing Type	(Ball) Ball Bearing	
38. Opposite Drive End Lubrication Type (Grease) Grease Lubricated		
39. Opposite Drive End Bearing Insulation or Grounding Device?		
Na		
40. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	Wavy washer	
41. Opposite Drive End Bearing Condition	contamination in the grease	



42.	Drive End Seal		
	Na		
43.	Opposite Drive End Seal		
	Na		
Rotor	Inspection		
44.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
45.	Growler Test		(Pass) Pass
46.	Number of Rotor Bars		48
47.	Rotor Condition		pass wash
48.	List the Parts needed for the Repair B	elow	
	1-6316 Bearing 2-6316 Bearing		
ķ			
-	Witness: TRH		
	anical Fits- Rotor		
	Shaft Runout		inches
-	A		
51.	Rotor Runout		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	Na		
, , , , , , , , , , , , , , , , , , ,	Coupling Fit Closest to Bearing Housi	na	
	U Dedrees	90 Degrees	120 Degrees
	0 Degrees 2.875	90 Degrees 2.875	120 Degrees 2.875
53.	2.875	2.875	-
53.	2.875 Coupling Fit Closest to the end of the	2.875 Shaft	2.875
53.	2.875 Coupling Fit Closest to the end of the 0 Degrees	2.875 Shaft 60 Degrees	2.875 120 Degrees
	2.875Coupling Fit Closest to the end of the0 Degrees2.875	2.875 Shaft	2.875
	2.875 Coupling Fit Closest to the end of the 0 Degrees 2.875 Drive End Bearing Shaft Fit	2.875 Shaft 60 Degrees 2.875	2.875 120 Degrees 2.875
	 2.875 Coupling Fit Closest to the end of the 0 Degrees 2.875 Drive End Bearing Shaft Fit 0 Degrees 	2.875 Shaft 60 Degrees 2.875 60 Degrees	2.875 120 Degrees 2.875 120 Degrees
	2.875 Coupling Fit Closest to the end of the 0 Degrees 2.875 Drive End Bearing Shaft Fit 0 Degrees 3.1501	2.875 Shaft 60 Degrees 2.875 60 Degrees 3.1501	2.875 120 Degrees 2.875 120 Degrees 3.1501
54. 55.	 2.875 Coupling Fit Closest to the end of the 0 Degrees 2.875 Drive End Bearing Shaft Fit 0 Degrees 3.1501 Drive End Bearing Shaft Fit Condition 	2.875 Shaft 60 Degrees 2.875 60 Degrees 3.1501	2.875 120 Degrees 2.875 120 Degrees
54. 55.	2.875 Coupling Fit Closest to the end of the 0 Degrees 2.875 Drive End Bearing Shaft Fit 0 Degrees 3.1501	2.875 Shaft 60 Degrees 2.875 60 Degrees 3.1501	2.875 120 Degrees 2.875 120 Degrees 3.1501

🗭 Na



58. Shaft Air Seal Fits Drive End Air Seal pass



Mechanical Fits- Bearing Housings				
59.	Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	6.6934	6.6934	6.6934	
60.	Drive End - Endbell Bearing Fit Condit	ion		(P) Pass
61.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	6.6939	6.6938	6.6939	
62.	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
63.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	pass	repair		
64.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	pass	needs repair		
65.	List Machine Work Needed Below			

Opposite Drive End Air Seal

bad

Ode shaft bearing fit bad ode end bell air seal bad ode bearing cap air seal bad

hW

	1			
Root	Cause of Failure			
67.	Failure locations			
	Ode			
68.	Root cause of failure			
	Ode shaft bearing fit undersized and ca	using the rotor to drag the iron shorting the wi	nding	
Dynar	nic Balance Report			
69.	Rotor Weight and Balance Grade			
	Rotor Weight	Balance Grade		
70.	Initial Balance Readings			
	Drive End	Opposite Drive End		
71	Final Balance Readings			
	Drive End	Opposite Drive End		
72.	Technician			
Rewir	nd			
73.	Core Test Results - Watts loss per Po	und		
	Pre-Burnout	Post Burnout		
	3.75	1.34		
74.	Core Hot Spot Test			
	Pre-Burnout	Post-Burnout		
-	Na			
-	Post Rewind Electrical Test- Insulation	n Resistance		99999999 Megohms
	Post Rewind Polarization Index			Polarization Index
77	Na Doct Dowind Winding Desistance			
11.	Post Rewind Winding Resistance	1-3	2-3	
	.0492	3 .0490	∠-3 .0493	
72	Post Rewind Surge Test	.0430	.0493	(Pass) Pass
	Post Rewind Hi-Pot			0.028 micro-amps
19.				0.020 111010-011145









Mechanical Fits- Rotor - Post Repair				
81.	Shaft Runout Post Repair		0.0005 inches	
82.	Rotor Runout Post Repair			
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
	0.001	0.001	0.001	
83.	Coupling Fit Closest to Bearing Housi	ng Post Repair		
	0 Degrees	90 Degrees	120 Degrees	
84.	84. Coupling Fit Closest to the end of the Shaft Post Repair			
	0 Degrees	60 Degrees	120 Degrees	
85.	Drive End Bearing Shaft Fit Post Rep	air		
	0 Degrees	60 Degrees	120 Degrees	

86.	86. Opposite Drive End Bearing Shaft Fit Post Repair			
	0 Degrees	60 Degrees	120 Degrees	
	3.1502	3.1502	3.1502	
87.	Shaft Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
	A			
88.	Shaft Repair Sign-off			
	Na			
Mecha	anical Fits- Bearing Housings - P	ost Repair		
89.	Drive End - Endbell Bearing Fit Post R	Repair		
	0 Degrees	60 Degrees	120 Degrees	
90.	Opposite Drive End - Endbell Bearing	Fit Post Repair		
	0 Degrees	60 Degrees	120 Degrees	
	6.693	6.693	6.6931	



91. Bearing Cap Condition Post Repair Drive End Bearing Cap

Opposite Drive End Bearing Cap



Sleeved bearing cap.

92. End Bell Air Seal Fits Post Repair Drive End Air Seal

Opposite Drive End Air Seal



93. End Bell Repair Sign-off Gary Assembly 94. QC Check All Parts for Cleanliness Prior to Assembly RW 95. Photograph All Major Components prior to assembly (Complete) Complete

















96.	Final Insulation Resistance Test Pass the Hi pot		Megohms
97.	Assembled Shaft Endplay <i>Na</i>		inches
98.	Assembled Shaft Runout		
99.	Test Run Voltage		
	Volts	Volts	Volts
	457	455	458



Co sign TRH

100. Test Run Amperage). Test Run Amperage			
Amps	Amps	Amps		
35.8	34.3	34.8		

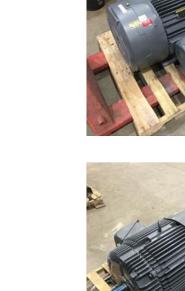


101	Drive End Vibration Readings - Inches	s Per Second	
	Horizontal	Vertical	Axial
	0.03	0.0700000000000001	0.04
102	Opposite Drive End Vibration Reading	gs - Inches Per Second	
	Horizontal	Vertical	Axial
	0.01	0.03	0.02
103	Ambient Temperature - Fahrenheit		
	Na		
104	Drive End Bearing Temps - Fahrenhe	it	
	5 Minutes	10 Minutes	15 Minutes
-	Na		
105	5. Opposite Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes

🗭 Na

106. Document Final Condition with Pictures after paint













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

AC Random Coil Rewind Report

4 - Good

FolderID: 103444 FormID: 21514872

PRODUCERS RICE STUTTGART
603 N. PARK AVE
STUTTGART, AR 72160

Performed By: Motor Shop LR 2 Date Completed: 9/12/2024

MOTOR SHOP LR

Priorities Found: 🔴 4 - High

General				
1.	Job Number	103444		
2.	Report Date	09/05/2024		
3.	Customer	Producers Rice		
Stator Winding				
4.	Core Length	8.25 "		
5.	Core ID	11.5 "		
6.	Back Iron Depth	1.6875 "		
7.	Slot Depth	1.5625 "		
8.	Tooth Width	0.3125 "		
9.	Number of Vents			
10.	Vent Width	"		
• 11.	Before Burnout Core loss	(P) Pass		
12.	Flux Before Burnout			
13.	Watts before burnout			

14. Watts loss per lb. before burnout







15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	Watts
18.	Watts loss per Ib After Burnout	1.34 W/lbs.







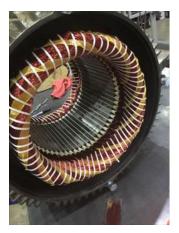
 Multiple Failures to Ground Rub from Bearing Failure 20. RTD's 21. RTD's Reading 22. Motor Heaters 23. Heater Qty. 24. Heater Voltage Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	(N) No Ohm's (N) No 0 Volts Watts
 21. RTD's Reading 22. Motor Heaters 23. Heater Qty. 24. Heater Voltage Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	Ohm's (N) No 0 Volts
 22. Motor Heaters 23. Heater Qty. 24. Heater Voltage Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	(N) No 0 Volts
 23. Heater Qty. 24. Heater Voltage Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	0 Volts
 24. Heater Voltage Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	Volts
 Na 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	
 25. Heater Wattage Na 26. Thermistors 27. Number of Poles 	Watts
 Na 26. Thermistors 27. Number of Poles 	Watts
 26. Thermistors 27. Number of Poles 	
27. Number of Poles	
	(N) No
	4
28. Slots	60
29. Number of Coils	60
30. Coil Weight	90 Lbs.
31. Lead Markings	
1-9	
32. Grouping	
12g of 5 c Concentric wound	
33. Multiple Wires	(Y) Yes
34. Wire Size	
16 # 17	
3 # 18	
35. Turns per coil	
1-9 11 13 15 17 5. 4. 4. 4. 4.	
36. Pitch 1 to:	
1 -9 11 13 15 17	
37. Connection	
1 delta @ 460 2 delta @ 230	
38. Lead Length	11 "
39. Lead Size	1
40. Number of Leads	9
41. Megger Reading After Rewind	

42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	0.028 Ua
46.	Surge Pattern After Rewind	(P) Pass

47. Service Technician

90 lbs wire 10' #1 EPDM lead wire 20' #6 EPDM lead wire









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.