

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 102439

Prepared for Remington (10243)

2592 AR Hwy 15 N Lonoke AR 72086

Table of Contents

AC Inspection as Found - MOTOR SHOP LR

1.0



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

> FolderID: 102439 FormID: 19265488

AC Inspection as Found

Remington (10243) 2592 AR Hwy 15 N Lonoke, AR 72086

| Location: | MOTOR SHOP LR |
|----------------|---------------|
| Serial Number: | P0560804 |
| | |

Description: 2.6 KW RENI CIRILLO 1800 RPM. SHAKER

| Hi-Speed Job Number: | 102439 |
|---|-----------------|
| Manufacturer: | Other |
| Product Number: | PVF-F 270 |
| Serial Number: | P0560804 |
| HP/kW: | 2.6 (kW) |
| RPM: | 1500 (RPM) |
| Voltage: | 230 / 460 |
| Current: | 12.0/7.00 |
| Phase: | Three |
| Hz: | 50 (Hz) |
| Enclosure: | TENV |
| Repair Stage: | Final |
| Rewind: | No |
| Shaft Machined Fit Repairs Required: | No |
| Bearing Housing Machined Fit Repairs Required: | Yes |
| Heaters: | No |
| Winding Type : | Random Wound |
| Bearing Type: | Rolling Element |
| | |

Priorities Found: **4 - High**

Overall Condition

🔵 5 - Good

- Report Date 1.
- Nameplate Picture

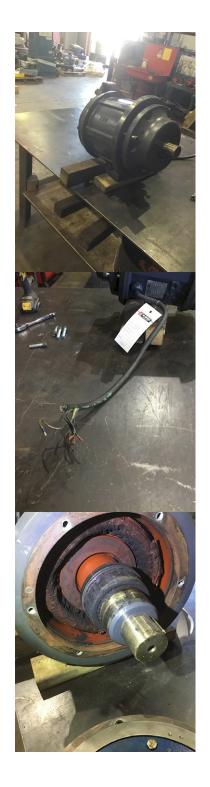


3. Photos of all six sides of the machine.

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02/16/2024











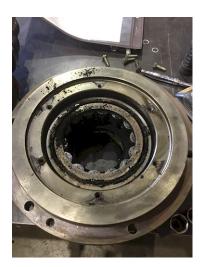


| | 4. | Describe the Overall Condition of the Equipment as Received Dirty | |
|----|-------|---|---------|
| | 5. | Distance from the end of the shaft to the Coupling/Sheave | inches |
| In | itial | Mechanical/Electrical | |
| | 6. | Does Shaft Turn Freely? | (No) No |
| | 7. | Does the shaft require T.I.R in Lathe to identify additional repairs? | (No) No |
| | 8. | Does Shaft Have Visible Damage? | (No) No |

| Assembled Shaft Runout Na | | Inches |
|---|---|--|
| Assembled Shaft End Play | | inches |
| Na | | |
| Air Gap Variation <10% | | |
| Na | | |
| | | (F) Fail |
| Lead Length | | 36 Inches |
| | e Stud Size? | (No) No |
| Lead Numbers | | 1-6 |
| Stator Temperature Detector Rating | g and Function | |
| Quantity | Rating | Quantity Passed |
| Na | | |
| Bearing Temperature Detector Rati | ng and Function | |
| | | Quantity Passed |
| | | |
| Na | | |
| Frame Condition | | pass |
| Fan Condition | | (N) NA |
| Broken or Missing Components | | na |
| Electrical Inspection | | |
| nsulation Resistance/Megger | | Megohms |
| Na | | |
| Winding Resistance | | |
| 1-2 | 1-3 | 2-3 |
| | | |
| Na | | |
| - | | (P) Pass |
| | mps on test panel | |
| PASS PASS PASS FAIL | | |
| LLEAP LLEAP LLEAP LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LAND LLEAP LLEAP LAND LLEAP | | |
| Constant Constant | | |
| Number of Stator Slots | | 36 |
| Number of Stator Slots Stator Condition | | 36 pass |
| | Lead Condition Lead Length Does it have Lugs?, If so what is th Lead Numbers Stator Temperature Detector Rating Quantity Va Bearing Temperature Detector Ration Quantity Va Frame Condition Frame Condition Frame Condition Broken or Missing Components Iectrical Inspection Insulation Resistance/Megger Va Vinding Resistance I-2 Va Perform Surge Test Failed surge but passed with even and East of the form form for the form of the form of the form Failed surge but passed with even and East of the form for the form of the form of the form of the form Failed surge but passed with even and East of the form for the form of the form of the form of the form Failed surge but passed with even and East of the form of the form Failed surge but passed with even and East of the form | va ead Condition ead Length Does it have Lugs?, If so what is the Stud Size? ead Numbers Stator Temperature Detector Rating and Function Quantity Rating Wa Bearing Temperature Detector Rating and Function Quantity Rating Wa Bearing Temperature Detector Rating and Function Quantity Rating Wa State or Missing Components Bectrical Inspection Insulation Resistance/Megger Va Partice State |

- 27. Stator Overloads/Ohms
 Na
 Mechanical Inspection
 28. Drive End Bearing Brand
 29. Drive End Bearing Number-
 - 30. Drive End Bearing Qty.
 - 31. Drive End Bearing Type
 - 32. Drive End Lubrication Type
 - 33. Drive End Bearing Insulation or Grounding Device?
 - 34. Drive End Wavy Washer/Snap-Ring Other Retention Device?
 - 35. Drive End Bearing Condition
 - Rollers locked in place causing bearing to burn up





| 36. | Opposite Drive End Bearing Brand | FAG |
|-----|--|----------------------------|
| 37. | Opposite Drive End Bearing Number- | NJ317EM1C4 |
| 38. | Opposite Drive End Bearing Qty. | 1 |
| 39. | Opposite Drive End Bearing Type | (Roller) Roller Bearing |
| 40. | Opposite Drive End Lubrication Type | (Grease) Grease Lubricated |
| 41. | Opposite Drive End Bearing Insulation or Grounding Device? | |
| | Na | |
| 42. | Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device? | spacer |
| 43. | Opposite Drive End Bearing Condition | |
| | Normal signs of wear | |

FAG

1

na

spacer

NJ317EM1C4

(Roller) Roller Bearing (Grease) Grease Lubricated

| in a second | | | |
|-------------|--|-------------|--|
| 44. | Drive End Seal 85-120-12 120-160-12 | | lip seals |
| 45. • | Opposite Drive End Seal 85-120-12 120-160-12 | | lip seal |
| Rotor | Inspection | | |
| 46. | Rotor Type/Material | | (Squirrel Aluminum) Squirrel Cage Aluminum Die Cast |
| 47. | Growler Test | | (Pass) Pass |
| 48. | Number of Rotor Bars | | 28 |
| 49. | Rotor Condition | | pass |
| 50. | List the Parts needed for the Repair E NJ317EM1C4 x2 85-120-12 x2 120-160-12 x2 Sleeves for both end bell bearing fits Power cord with 6 lead one ground 36 | | |
| 51. | Signature of Technician that Disasse | mbled Motor | Cw |
| Mecha | anical Fits- Rotor | | |
| 52. | Shaft Runout <i>Na</i> | | inches |
| 53. | Rotor Runout | | |
| | Drive End Bearing Fit | Rotor Body | Opposite Drive End Bearing |
| | Na | | |
| 54. | Coupling Fit Closest to Bearing Hous | ing | |
| | 0 Degrees | 90 Degrees | 120 Degrees |
| | Na | | |

| 55. | Coupling Fit Closest to the end of the | Shaft | | |
|---|--|--|---|--|
| | 0 Degrees | 60 Degrees | 120 Degrees | |
| | Na | | | |
| | | | | |
| 50. | - | 60 Degrees | 120 Degrees | |
| | | - | - | |
| 57 | | | 5.5464 | (P) Pass |
| | • | | | (F) F d 3 5 |
| 50. | | 60 Dogroop | 120 Dogroop | |
| | - | - | - | |
| 50 | | | 3.3403 | (P) Pass |
| | | Condition | | (F) Fass |
| 00. | | Opposite Drive End Air Sool | | |
| | Drive End All Seal | Opposite Drive End All Seal | | |
| P | Na | | | |
| echa | anical Fits- Bearing Housings | | | |
| | | | | |
| - | - | 60 Degrees | 120 Degrees | |
| | | - | - | |
| 62. | | | | (F) Fail |
| | Opposite Drive End - Endbell Bearing | | | (*)**** |
| | | | | |
| | 0 Degrees | 60 Degrees | 120 Degrees | |
| | 0 Degrees 7 0883 | 60 Degrees | 120 Degrees | |
| | 7.0883 | 7.0889 | 120 Degrees 7.0885 | (F) Fail |
| 64. | 7.0883 Opposite Drive End - Endbell Bearing | 7.0889 | - | (F) Fail |
| 64. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition | 7.0889 Fit Condition | - | (F) Fail |
| 64. | 7.0883 Opposite Drive End - Endbell Bearing | 7.0889 | - | (F) Fail |
| 64. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition | 7.0889 Fit Condition | - | (F) Fail |
| 64. 65. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap | 7.0889 Fit Condition | - | (F) Fail |
| 64. 65. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass | 7.0889 Fit Condition | - | (F) Fail |
| 64. 65. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits | 7.0889 Fit Condition Opposite Drive End Bearing Cap | - | (F) Fail |
| 64. 65. 66. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal | 7.0889 Fit Condition Opposite Drive End Bearing Cap | - | (F) Fail |
| 64. 65. 66. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na | 7.0889 Fit Condition Opposite Drive End Bearing Cap | - | (F) Fail |
| 64.65.66.67. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below | 7.0889 Fit Condition Opposite Drive End Bearing Cap | - | (F) Fail |
| 64.65.66.67. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64.65.66.67. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64.65.66.67. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64.65.66.67. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64. 65. 66. 67. 68. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64. 65. 66. 67. 68. (| 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64. 65. 66. 67. 68. (| 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64. 65. 66. 67. 68. ((69. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | - | |
| 64. 65. 66. 67. 68. ((69. | 7.0883 Opposite Drive End - Endbell Bearing Bearing Cap Condition Drive End Bearing Cap Pass End Bell Air Seal Fits Drive End Air Seal Na List Machine Work Needed Below Both end bell bearing fits Technician Cause of Failure Failure locations DE bearing and both end bell bearing fit Root cause of failure | 7.0889 Fit Condition Opposite Drive End Bearing Cap Opposite Drive End Air Seal | 7.0885 | |
| | 56. 57. 58. 59. 60. echa 61. 62. | 0 Degrees Na 56. Drive End Bearing Shaft Fit 0 Degrees 3.3482 57. Drive End Bearing Shaft Fit Condition 58. Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3482 59. Opposite Drive End Bearing Shaft Fit 60. Shaft Air Seal Fits Drive End Air Seal Na echanical Fits- Bearing Housings 61. Drive End - Endbell Bearing Fit Condition 62. Drive End - Endbell Bearing Fit Condition | Na Drive End Bearing Shaft Fit 0 Degrees 60 Degrees 3.3482 3.3484 Drive End Bearing Shaft Fit Condition Opposite Drive End Bearing Shaft Fit 0 Degrees 3.3482 0 Degrees 3.3482 0 Opposite Drive End Bearing Shaft Fit Condition 0 Degrees 3.3482 0 Opposite Drive End Bearing Shaft Fit Condition 0 Degrees 0 Degrees 0 Degrees 0 Opposite Drive End Bearing Shaft Fit Condition 0 Shaft Air Seal Fits Drive End Air Seal 0 Opposite Drive End Bearing Shaft Fit Condition 0 Shaft Air Seal Fits 0 Drive End Air Seal 0 Degrees 0 Degrees< | 0 Degrees60 Degrees120 DegreesNa56. Drive End Bearing Shaft Fit60 Degrees120 Degrees3.34823.34843.348457. Drive End Bearing Shaft Fit Condition3.34843.348457. Drive End Bearing Shaft Fit Condition120 Degrees58. Opposite Drive End Bearing Shaft Fit60 Degrees120 Degrees0 Degrees60 Degrees120 Degrees3.34823.34823.348359. Opposite Drive End Bearing Shaft Fit Condition120 Degrees59. Opposite Drive End Bearing Shaft Fit Condition120 Degrees60. Shaft Air Seal FitsVerteend Air Sealenterticet Fits- Bearing HousingsNaNaNaOrive End Air Seal0 Degrees60 Degrees0 Degrees120 Degrees0 Degrees60 Degrees10 Degrees120 Degrees7.0887.088562. Drive End - Endbell Bearing Fit Condition |

| 71. | Rotor Weight and Balance Grade | | |
|------|--|--------------------|-------------|
| | Rotor Weight | Balance Grade | |
| | | | |
| - | Na | | |
| 72. | Initial Balance Readings | | |
| | Drive End | Opposite Drive End | |
| | | | |
| • | Na | | |
| 73. | Final Balance Readings | | |
| | Drive End | Opposite Drive End | |
| | | | |
| • | Na | | |
| 74. | Technician | | |
| | Na | | |
| Mech | anical Fits- Bearing Housings - P | ost Repair | |
| 75. | Drive End - Endbell Bearing Fit Post F | Repair | |
| | 0 Degrees | 60 Degrees | 120 Degrees |
| | 7.086 | 7.0861 | 7.0861 |



76. Opposite Drive End - Endbell Bearing Fit Post Repair

| | 8 I | | |
|-----------|------------|-------------|--|
| 0 Degrees | 60 Degrees | 120 Degrees | |
| 7.0861 | 7.0861 | 7.0862 | |



| 77. | | | |
|------|--|--------------------------------|------|
| 11. | Bearing Cap Condition Post Repair | | |
| | Drive End Bearing Cap | Opposite Drive End Bearing Cap | |
| | | | |
| 78. | End Bell Air Seal Fits Post Repair | | |
| | Drive End Air Seal | Opposite Drive End Air Seal | |
| | | | |
| 79. | End Bell Repair Sign-off | | Gary |
| | | | |
| | | | |
| | | | |
| | 4 | | |
| | An | 7 | |
| Asse | mbly | 7 | |
| | mbly QC Check All Parts for Cleanliness | Prior to Assembly | RW |
| | | Prior to Assembly | RW |
| | | T Prior to Assembly | RW |
| | | T Prior to Assembly | RW |
| | | T Prior to Assembly | RW |

81. Photograph All Major Components prior to assembly

(Complete) Complete







82. Final Insulation Resistance Test





22,450 Megohms



| 83. | Assembled Shaft Endplay <i>Na</i> | | | inches |
|----------|--------------------------------------|-------|-------|--------|
| 84. • | Assembled Shaft Runout <i>Na</i> | | | inches |
| 85. | Test Run Voltage | | | |
| | Volts | Volts | Volts | |
| | 455 | 45 | 456 | |



Co witness CRW

| 86. | Test Run Amperage | | |
|-----|-------------------|------|------|
| | Amps | Amps | Amps |
| | 2.7 | 2.8 | 2.6 |



| 87. | Drive End Vibration Readings - Inches Per Second | | | | |
|-----|---|------------|------------|--|--|
| | Horizontal | Vertical | Axial | | |
| | | | | | |
| | Na | | | | |
| 88. | Opposite Drive End Vibration Readings - Inches Per Second | | | | |
| | Horizontal | Vertical | Axial | | |
| | | | | | |
| | Na | | | | |
| 89. | Ambient Temperature - Fahrenheit | | | | |
| | Na | | | | |
| 90. | Drive End Bearing Temps - Fahrenheit | | | | |
| | 5 Minutes | 10 Minutes | 15 Minutes | | |
| | | | | | |
| | Na | | | | |
| 91. | Opposite Drive End Bearing Temps - Fahrenheit | | | | |
| | 5 Minutes | 10 Minutes | 15 Minutes | | |
| | | | | | |
| | Na | | | | |
| 00 | Desument Final Canditian with Disturse often point | | | | |

92. Document Final Condition with Pictures after paint







93. Final Pics and QC Review

Co witness CRW

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RW



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- 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

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- 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.