

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 102406

Prepared for Ryerson (10858)

7701 Lindsey rd Little rock ar 72206

### Table of Contents

AC Inspection as Found - MOTOR SHOP LR



7030 Ryburn Dr Millington, Tn 38053 901-873-5300

> FolderID: 102406 FormID: 19183260

Hi-Speed Industrial Service

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

Ryerson (10858) 7701 Lindsey rd Little rock, ar 72206

#### AC Inspection - Rev. 2

Location:	MOTOR SHOP LR
Serial Number:	E0807/5152657

Description:45KW SIEMENS 3600RPM 200L

Hi-Speed Job Number:	102406
Manufacturer:	Siemens
Product Number:	1LA9209-2AA99-ZT19
Serial Number:	E0807/5152657
HP/kW:	45 (kW)
RPM:	3570 (RPM)
Frame:	200L
Voltage:	460
Current:	72
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.19
Enclosure:	TEFC
J-box Included:	Complete
Coupling/Sheave:	Gear
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

#### Priorities Found: 🛑 4 - High

ligh 🛛 🕘 7 - Good

#### **Overall Condition**

- 1. Report Date
- 2. Nameplate Picture



3. Photos of all six sides of the machine.

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02/06/2024

























































	4.	Describe the Overall Condition of the Equipment as Received Dirty	
	5.	Distance from the end of the shaft to the Coupling/Sheave	inches
	•	Flush	
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

9.	Assembled Shaft Runout	Inches
	Na	
10.	Assembled Shaft End Play	inches
	Na	
11.	Air Gap Variation <10%	
	Na	
12.	Lead Condition	(P) Pass
13.	Lead Length	54 Inches
14.	Lead Numbers	T1-T6
15.	Frame Condition	pass
16.	Fan Condition	(P) Pass



17. Broken or Missing Components na   Initial Electrical Inspection Megohms   18. Insulation Resistance/Megger Megohms   Na 1-2   1-2 1-3   2-3     Na   20. Perform Surge Test   Blown in slot   21. Number of Stator Slots   23. Stator Condition   pass   23. Stator Thermistors/Ohms   Na   24. Stator Overloads/Ohms   Na     Mechanical Inspection					
18.       Insulation Resistance/Megger       Megohms         Na       Na         19.       Winding Resistance         1-2       1-3       2-3         Na       2-3         Na       (NA) Not Applicable         Blown in slot       36         22.       Stator Slots       36         23.       Stator Condition       pass         23.       Stator Thermistors/Ohms       Na         24.       Stator Overloads/Ohms       Na	17.	Broken or Missing Components			na
<ul> <li>Na</li> <li>19. Winding Resistance         <ul> <li>1-2</li> <li>1-3</li> <li>2-3</li> </ul> </li> <li>Na         <ul> <li>20. Perform Surge Test</li> <li>Blown in slot</li> <li>21. Number of Stator Slots</li> <li>36</li> <li>22. Stator Condition</li> <li>pass</li> </ul> </li> <li>23. Stator Thermistors/Ohms         <ul> <li>Na</li> <li>24. Stator Overloads/Ohms</li> <li>Na</li> </ul> </li> </ul>	Initial	Electrical Inspection			
19. Winding Resistance         1-2       1-3       2-3         Na       (NA) Not Applicable         Blown in slot       36         21. Number of Stator Slots       36         22. Stator Condition       pass         23. Stator Thermistors/Ohms       Na         24. Stator Overloads/Ohms       Na	18.	Insulation Resistance/Megger			Megohms
1-21-32-3NaNa20. Perform Surge Test(NA) Not ApplicableBlown in slot3621. Number of Stator Slots3622. Stator Conditionpass23. Stator Thermistors/OhmsNa24. Stator Overloads/OhmsNa24. Stator Overloads/OhmsNa		Na			
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<ul> <li>20. Perform Surge Test (NA) Not Applicable Blown in slot</li> <li>21. Number of Stator Slots</li> <li>23. Stator Condition</li> <li>23. Stator Thermistors/Ohms</li> <li>Na</li> <li>24. Stator Overloads/Ohms</li> <li>Na</li> </ul>		1-2	1-3	2-3	
<ul> <li>20. Perform Surge Test (NA) Not Applicable Blown in slot</li> <li>21. Number of Stator Slots</li> <li>23. Stator Condition</li> <li>23. Stator Thermistors/Ohms</li> <li>Na</li> <li>24. Stator Overloads/Ohms</li> <li>Na</li> </ul>					
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22. Stator Condition     pass       23. Stator Thermistors/Ohms     Na       24. Stator Overloads/Ohms     Na       Na     Na		Blown in slot			
<ul> <li>23. Stator Thermistors/Ohms</li> <li>Na</li> <li>24. Stator Overloads/Ohms</li> <li>Na</li> </ul>	21.	Number of Stator Slots			36
<ul> <li>Na</li> <li>24. Stator Overloads/Ohms</li> <li>Na</li> </ul>	22.	Stator Condition			pass
24. Stator Overloads/Ohms Na	23.	Stator Thermistors/Ohms			
Na Na		Na			
	24.	Stator Overloads/Ohms			
Mechanical Inspection	-	Na			
	Mecha	anical Inspection			

#### 25. Drive End Bearing Brand



26. Drive End Bearing Number-	NU212
27. Drive End Bearing Qty.	1
28. Drive End Bearing Type	(Roller) Roller Bearing
29. Drive End Lubrication Type	(Oil) Oil Lubricated
30. Drive End Bearing Insulation or Grounding Device?	na
31. Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring
32. Drive End Bearing Condition	roller cage failed





33. Opposite Drive End Bearing Brand

34. Opposite Drive End Bearing Number-

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6212

na

SKF

35.	Opposite Drive End Bearing Qty.	1	
36.	Opposite Drive End Bearing Type	(Ball) Ball Bearing	
37.	Opposite Drive End Lubrication Type	(Grease) Grease Lubricated	
38.	Opposite Drive End Bearing Insulation or Grounding Device?	na	
39.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring	

- 40. Opposite Drive End Bearing Condition
- Normal wear



41.			
	Drive End Seal		failed
	Needs new seal kit		
42.	Opposite Drive End Seal		slinger needs replaced
Rotor	Inspection		
43.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
44.	Growler Test		(Pass) Pass
45.	Number of Rotor Bars		23
46.	Rotor Condition		pass needs cleaning
47.	List the Parts needed for the Re NU212 6212 Seal kit Recommend new drive gear	pair Below	
	1		
		M	
	anical Fits- Rotor	M	
49.	anical Fits- Rotor Shaft Runout	W	0.001 inches
	anical Fits- Rotor Shaft Runout Rotor Runout		
49.	anical Fits- Rotor Shaft Runout	Rotor Body	0.001 inches Opposite Drive End Bearing
49.	anical Fits- Rotor Shaft Runout Rotor Runout		
49. 50.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body	
49. 50.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body	

	52.	Coupling Fit Closest to the end of the	Shaft		
		0 Degrees	60 Degrees	120 Degrees	
		Na			
	53.	Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		2.3629	2.3629	2.3628	
	54.	Drive End Bearing Shaft Fit Condition			(P) Pass
	55.	Opposite Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		2.3623	2.3622	2.3623	
	56.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
	57.	Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
		Na			
R.		anical Fits- Bearing Housings			
IV		Drive End - Endbell Bearing Fit			
	50.	0 Degrees	60 Degrees	120 Degrees	
		4.3319	4.3317	4.3321	
	50	Drive End - Endbell Bearing Fit Condi		4.3321	(P) Pass
		Opposite Drive End - Endbell Bearing			(F) Fass
	00.	0 Degrees	60 Degrees	120 Degrees	
		4.3317	4.3319	4.3322	
	61	Opposite Drive End - Endbell Bearing		4.5522	(P) Pass
		Bearing Cap Condition			(1)1033
	02.	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
		Drive End Dearing Oap	Opposite Drive End Dealing Oap		
	Ψ.	Pass			
	63.	End Bell Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
	•	Na			
	64.	List Machine Work Needed Below			
	~ -	Na			-
	65.	Technician			Cw
		min			
	(	NOW			
R		Cause of Failure			
	66.	Failure locations			
		Seals and DE bearing and windings			
	67.	Root cause of failure			
		Seal failed causing lack of lubrication to windings in slot	o the DE bearing locking the rollers in place and	a continuing to spin blowir	ig the
D	ynar	nic Balance Report			

68.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
	C		
69.	Initial Balance Readings		
	Drive End	Opposite Drive End	
70.	Final Balance Readings		
	Drive End	Opposite Drive End	
	Drive Lind	Opposite Drive Lind	
71	Technician		
Rewin			
		and the second	
72.	Core Test Results - Watts loss per Po		
	Pre-Burnout	Post Burnout	
=0			
73.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
	Post Rewind Electrical Test- Insulatio	n Resistance	
75.	Post Rewind Polarization Index		
76.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
77.	Post Rewind Surge Test		
78.	Post Rewind Hi-Pot		
79.	Technician		
Mecha	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		
	Rotor Runout Post Repair		
01.	· ·	Deter Dedu	Opposite Drive End Rearing
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
82.	Coupling Fit Closest to Bearing Housi	ng Post Penair	
02.		- ·	
	0 Degrees	90 Degrees	120 Degrees
83	Coupling Fit Closest to the end of the	Shaft Post Repair	
03.		•	
	0 Degrees	60 Degrees	120 Degrees
0.4	Drive End Rearing Shaft Fit Dest Des	oir	
84.			100 5
	0 Degrees	60 Degrees	120 Degrees
05	Opposite Drive End Depairs Ob. (1 Eit	Deet Dereir	
85.	11 0	·	
	0 Degrees	60 Degrees	120 Degrees
86.	- ··· · ··· ··· ···		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Shaft Repair Sign-off		
Mecha	anical Fits- Bearing Housings - P	ost Repair	

88. Drive End - Endbell Bearing Fit Post Repair       120 Degrees         90. Degrees       60 Degrees       120 Degrees         89. Opposite Drive End - Endbell Bearing Fit Post Repair       0 Degrees       120 Degrees         90. Bearing Cap Condition Post Repair       0 Dposite Drive End Bearing Cap       90         91. End Bearing Cap       Opposite Drive End Bearing Cap       91         92. End Bell Air Seal Fits Post Repair       0 Dposite Drive End Air Seal       92         93. QC Check All Parts for Cleanliness Prior to Assembly       93       QC Check All Parts for Cleanliness Prior to assembly         94. Photograph All Major Components prior to assembly       93       S5       Final Insulation Resistance Test         96. Assembled Shaft Endplay       93       S5       Final Insulation Resistance Test       96         97. Assembled Shaft Endplay       97       Assembled Shaft Endplay       97         98. Test Run Voltage       Volts       Volts       Volts         99. Test Run Amperage       Amps       Amps         Amps       Amps       Amps         100. Drive End Vibration Readings - Inches Per Second       Horizontal       Axial         101. Opposite Drive End Vibration Readings - Inches Per Second       Horizontal       Axial         102. Ambient Temperature - Fahrenheit <td< th=""><th></th><th></th><th></th><th></th></td<>				
89. Opposite Drive End - Endbell Bearing Fit Post Repair       0         0 Degrees       60 Degrees       120 Degrees         90. Bearing Cap Condition Post Repair       Drive End Bearing Cap       Opposite Drive End Bearing Cap         91. End Bell Air Seal Fits Post Repair       Opposite Drive End Air Seal	88.	Drive End - Endbell Bearing Fit Post F	Repair	
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0 Degrees       60 Degrees       120 Degrees         90. Bearing Cap Condition Post Repair Drive End Bearing Cap       Opposite Drive End Bearing Cap         91. End Bell Air Seal Fits Post Repair Drive End Air Seal       Opposite Drive End Air Seal         92. End Bell Repair Sign-off       Assembly         93. QC Check All Parts for Cleanliness Prior to Assembly       94.         94. Photograph All Major Components prior to assembly       95.         95. Final Insulation Resistance Test       96.         96. Assembled Shaft Endplay       97.         97. Assembled Shaft Runout       98.         98. Test Run Amperage       Amps         Amps       Amps         100. Drive End Vibration Readings - Inches Per Second       Horizontal         Horizontal       Vertical       Axial         101. Opposite Drive End Vibration Readings - Inches Per Second       Horizontal         Horizontal       Vertical       Axial         102. Ambient Temperature - Fahrenheit       10 Minutes       15 Minutes				
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103. Drive End Bearing Temps - Fahrenheit5 Minutes10 Minutes15 Minutes	102	. Ambient Temperature - Fahrenheit		
5 Minutes 10 Minutes 15 Minutes				
		• •		15 Minutes
104. Opposite Drive End Bearing Temps - Fahrenheit				
	104	. Opposite Drive End Bearing Temps -	Fahrenheit	
5 Minutes 10 Minutes 15 Minutes		5 Minutes	10 Minutes	15 Minutes
105. Document Final Condition with Pictures after paint				
106. Final Pics and QC Review			es after paint	



#### 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.