



KEEPING YOUR FACILITY UP TO SPEED
— EVERY DAY SINCE 1946 —

LR Motor Shop Repairs

Job Number 102742

Prepared for Sol Alman Company (11708)

1300 E Ninth St
Little Rock AR 72203

Table of Contents

AC Inspection as Found - *LR Motor Shop*

AC Inspection - Rev. 2: *B6054911 010*

1.0

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AC Inspection as Found
Sol Alman Company (11708)
1300 E Ninth St
Little Rock, AR 72203

FolderID: 102742
FormID: 19994470

AC Inspection - Rev. 2

Location: LR Motor Shop
Serial Number: B6054911 010
Description: 100HP RELIANCE 1785 RPM

Hi-Speed Job Number:	102742
Manufacturer:	Reliance
Product Number:	P44G1674A
Serial Number:	B6054911 010
HP/kW:	100 (HP)
RPM:	1785 (RPM)
Frame:	444TZ
Voltage:	230 / 460
Current:	238/119 (Amps)
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	12
J-box Included:	None
Coupling/Sheave:	Coupling
Date Received:	04/06/2024
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
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** ● **7 - Good**

Overall Condition

1. Report Date	04/10/2024
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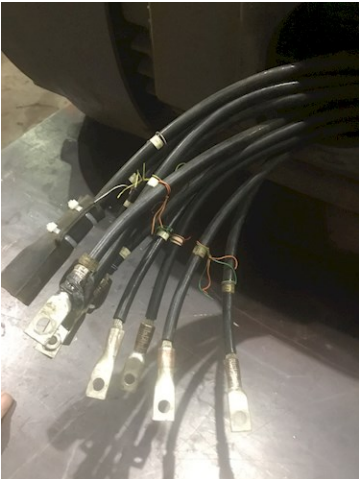
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2. Nameplate Picture



3. Photos of all six sides of the machine.







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1.3

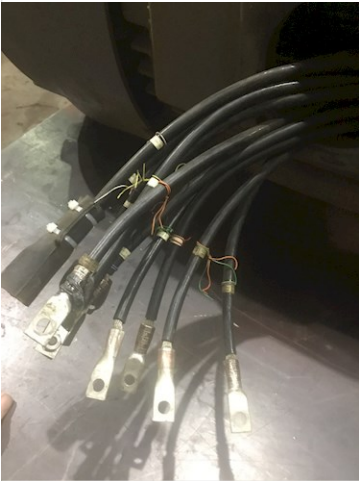


<p>4. Describe the Overall Condition of the Equipment as Received</p> <p><i>Dirty</i></p>	
<p>5. Distance from the end of the shaft to the Coupling/Sheave</p> <p>5.88mm</p>	<p>inches</p>



Initial Mechanical/Electrical

6.	Does Shaft Turn Freely?	(Y) Yes
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	(NA) Not Applicable
	Rewind	
13.	Lead Length	16 Inches
14.	Does it have Lugs?, If so what is the Stud Size?	
	Yes	



15.	Lead Numbers	12
16.	Frame Condition	pass

17. Fan Condition

(P) Pass



18. Broken or Missing Components

J-box

Initial Electrical Inspection

19. Insulation Resistance/Megger

Megohms

Na

20. Winding Resistance

1-2

1-3

2-3

Na

21. Perform Surge Test

(NA) Not Applicable

Rewind

22. Number of Stator Slots

72

23. Stator Condition

pass

24. Stator Thermistors/Ohms

Na

25. Stator Overloads/Ohms

na

Mechanical Inspection

26. Drive End Bearing Brand

nachi



27. Drive End Bearing Number-

6318

28. Drive End Bearing Qty.

1

29. Drive End Bearing Type

(Ball) Ball Bearing

30. Drive End Lubrication Type

(Grease) Grease Lubricated

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31. Drive End Bearing Insulation or Grounding Device?	Na
32. Drive End Wavy Washer/Snap-Ring Other Retention Device?	Na
33. Drive End Bearing Condition	Signs of contamination

34. Opposite Drive End Bearing Brand	ntn
--------------------------------------	-----

35. Opposite Drive End Bearing Number-	6318
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	Signs of contamination



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

68

47. Rotor Condition

pass

48. List the Parts needed for the Repair Below

6318x2
6318 sleeves x2
12 lugs

49. Signature of Technician that Disassembled Motor

Cw

Kevin Chilens

Mechanical Fits- Rotor

50. Shaft Runout

inches

Na

51. Rotor Runout

Drive End Bearing Fit

Rotor Body

Opposite Drive End Bearing

Na

52. Coupling Fit Closest to Bearing Housing

0 Degrees

90 Degrees

120 Degrees

Na



53. Coupling Fit Closest to the end of the Shaft

0 Degrees

60 Degrees

120 Degrees

Na

54.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	3.5434	3.5435	3.5434
55.	Drive End Bearing Shaft Fit Condition		(P) Pass
56.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	3.5437	3.5438	3.5438
57.	Opposite Drive End Bearing Shaft Fit Condition		(P) Pass
58.	Shaft Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Na		
Mechanical Fits- Bearing Housings			
59.	Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	7.4822	7.4834	7.4823
60.	Drive End - Endbell Bearing Fit Condition		(F) Fail
61.	Opposite Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	7.4814	7.4812	7.481
62.	Opposite Drive End - Endbell Bearing Fit Condition		(P) Pass
63.	Bearing Cap Condition		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	Pass		
<div><div></div><div></div></div>			
64.	End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Na		
65.	List Machine Work Needed Below		
	DE end bell bearing housing fit.		

Chris Yulub

Root Cause of Failure

67. Failure locations

Bearings, windings, and both end bell bearing fits

68. Root cause of failure

Coil to coil short, wear, and contamination

Dynamic Balance Report

69. Rotor Weight and Balance Grade

Rotor Weight

Balance Grade

Na

70. Initial Balance Readings

Drive End

Opposite Drive End

Balance C			
Start			
nt End	Mils:	0.14	
	Angle:	215.18	An
nt End	Mils:	0.67	M
	Angle:	9.77	An
Beginning unbalance: 56.8			
13.37			
Residual unbalance: 5.45			
1.30			
This item is balanced to: 32.709			
7.786			
Key Used:			
Drive End:	0.00 in wide x	0.00	
Bear End:	0.00 in wide x	0.00	

71. Final Balance Readings

Drive End

Opposite Drive End

Conditions			
Finish			
Mils:	0.08	in/s:	0.002
Angle:	169.84		
Mils:	0.39	in/s:	0.008
Angle:	260.91		
56.880 g-in, 2.006 oz-in Right			
13.371 g-in, 0.472 oz-in Left			
5.45 g, 0.19 oz Right Side			
1.30 g, 0.05 oz Left Side			
32.709 g-in, 1.154 oz-in Right			
7.786 g-in, 0.275 oz-in Left			
0.00 in thick x 0.00 in long			
0.00 in thick x 0.00 in long			

72. Technician

Cw

Cw

Rewind

73. Core Test Results - Watts loss per Pound

Pre-Burnout

Post Burnout



74. Core Hot Spot Test

Pre-Burnout

Post-Burnout

Na

75. Post Rewind Electrical Test- Insulation Resistance

Megohms



Test ID	Test Date	Test Time	Test Result	Test Status
102742	4/25/2024	12:30:15 PM	PASS	PASS
102743	4/25/2024	12:30:15 PM	PASS	PASS
102744	4/25/2024	12:30:15 PM	PASS	PASS
102745	4/25/2024	12:30:15 PM	PASS	PASS
102746	4/25/2024	12:30:15 PM	PASS	PASS
102747	4/25/2024	12:30:15 PM	PASS	PASS
102748	4/25/2024	12:30:15 PM	PASS	PASS
102749	4/25/2024	12:30:15 PM	PASS	PASS
102750	4/25/2024	12:30:15 PM	PASS	PASS
102751	4/25/2024	12:30:15 PM	PASS	PASS
102752	4/25/2024	12:30:15 PM	PASS	PASS
102753	4/25/2024	12:30:15 PM	PASS	PASS
102754	4/25/2024	12:30:15 PM	PASS	PASS
102755	4/25/2024	12:30:15 PM	PASS	PASS
102756	4/25/2024	12:30:15 PM	PASS	PASS
102757	4/25/2024	12:30:15 PM	PASS	PASS
102758	4/25/2024	12:30:15 PM	PASS	PASS
102759	4/25/2024	12:30:15 PM	PASS	PASS
102760	4/25/2024	12:30:15 PM	PASS	PASS
102761	4/25/2024	12:30:15 PM	PASS	PASS
102762	4/25/2024	12:30:15 PM	PASS	PASS
102763	4/25/2024	12:30:15 PM	PASS	PASS
102764	4/25/2024	12:30:15 PM	PASS	PASS
102765	4/25/2024	12:30:15 PM	PASS	PASS
102766	4/25/2024	12:30:15 PM	PASS	PASS
102767	4/25/2024	12:30:15 PM	PASS	PASS
102768	4/25/2024	12:30:15 PM	PASS	PASS
102769	4/25/2024	12:30:15 PM	PASS	PASS
102770	4/25/2024	12:30:15 PM	PASS	PASS
102771	4/25/2024	12:30:15 PM	PASS	PASS
102772	4/25/2024	12:30:15 PM	PASS	PASS
102773	4/25/2024	12:30:15 PM	PASS	PASS
102774	4/25/2024	12:30:15 PM	PASS	PASS
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102776	4/25/2024	12:30:15 PM	PASS	PASS
102777	4/25/2024	12:30:15 PM	PASS	PASS
102778	4/25/2024	12:30:15 PM	PASS	PASS
102779	4/25/2024	12:30:15 PM	PASS	PASS
102780	4/25/2024	12:30:15 PM	PASS	PASS
102781	4/25/2024	12:30:15 PM	PASS	PASS
102782	4/25/2024	12:30:15 PM	PASS	PASS
102783	4/25/2024	12:30:15 PM	PASS	PASS
102784	4/25/2024	12:30:15 PM	PASS	PASS
102785	4/25/2024	12:30:15 PM	PASS	PASS
102786	4/25/2024	12:30:15 PM	PASS	PASS
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102788	4/25/2024	12:30:15 PM	PASS	PASS
102789	4/25/2024	12:30:15 PM	PASS	PASS
102790	4/25/2024	12:30:15 PM	PASS	PASS
102791	4/25/2024	12:30:15 PM	PASS	PASS
102792	4/25/2024	12:30:15 PM	PASS	PASS
102793	4/25/2024	12:30:15 PM	PASS	PASS
102794	4/25/2024	12:30:15 PM	PASS	PASS
102795	4/25/2024	12:30:15 PM	PASS	PASS
102796	4/25/2024	12:30:15 PM	PASS	PASS
102797	4/25/2024	12:30:15 PM	PASS	PASS
102798	4/25/2024	12:30:15 PM	PASS	PASS
102799	4/25/2024	12:30:15 PM	PASS	PASS
102800	4/25/2024	12:30:15 PM	PASS	PASS

76. Post Rewind Polarization Index

Polarization Index

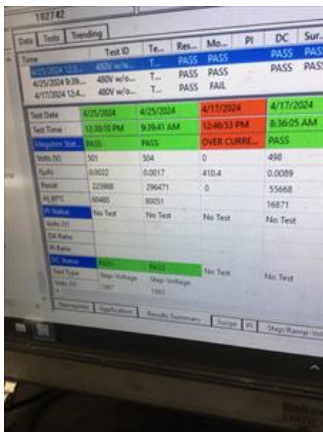
Na

77. Post Rewind Winding Resistance

1-2

1-3

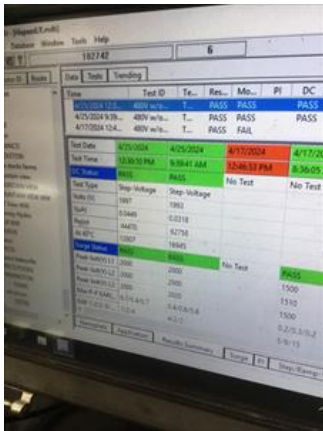
2-3



Date	Time	Test ID	Test Name	Result	Mo...	PI	DC	Sur...
4/17/2024	11:11	1	400V w/o...	PASS	PASS	PASS	PASS	PASS
4/25/2024	9:39...	1	400V w/o...	PASS	PASS	PASS	PASS	PASS
4/17/2024	12:4...	1	400V w/o...	PASS	FAIL	PASS	PASS	PASS
Test Date	4/25/2024	4/25/2024	4/17/2024	4/17/2024				
Test Time	12:30:10 PM	9:39:47 AM	12:46:53 PM	8:36:05 AM				
Test Name	400V	400V	400V	400V				
Test Result	PASS	PASS	OVER CURRENT	PASS				
Test Type	Step Voltage	Step Voltage	Step Voltage	Step Voltage				
Test Voltage	100V	100V	100V	100V				
Test Current	0.0022	0.0017	0.0018	0.0018				
Test Power	22000	20000	20000	20000				
Test Energy	0.0002	0.0001	0.0001	0.0001				
Test Time	10.00	10.00	10.00	10.00				
Test Date	4/25/2024	4/25/2024	4/17/2024	4/17/2024				
Test Time	12:30:10 PM	9:39:47 AM	12:46:53 PM	8:36:05 AM				
Test Name	400V	400V	400V	400V				
Test Result	PASS	PASS	OVER CURRENT	PASS				
Test Type	Step Voltage	Step Voltage	Step Voltage	Step Voltage				
Test Voltage	100V	100V	100V	100V				
Test Current	0.0022	0.0017	0.0018	0.0018				
Test Power	22000	20000	20000	20000				
Test Energy	0.0002	0.0001	0.0001	0.0001				
Test Time	10.00	10.00	10.00	10.00				

78. Post Rewind Surge Test

(Pass) Pass



Date	Time	Test ID	Test Name	Result	Mo...	PI	DC	Sur...
4/17/2024	11:11	1	400V w/o...	PASS	PASS	PASS	PASS	PASS
4/25/2024	9:39...	1	400V w/o...	PASS	PASS	PASS	PASS	PASS
4/17/2024	12:4...	1	400V w/o...	PASS	FAIL	PASS	PASS	PASS
Test Date	4/25/2024	4/25/2024	4/17/2024	4/17/2024				
Test Time	12:30:10 PM	9:39:47 AM	12:46:53 PM	8:36:05 AM				
Test Name	400V	400V	400V	400V				
Test Result	PASS	PASS	OVER CURRENT	PASS				
Test Type	Step Voltage	Step Voltage	Step Voltage	Step Voltage				
Test Voltage	100V	100V	100V	100V				
Test Current	0.0022	0.0017	0.0018	0.0018				
Test Power	22000	20000	20000	20000				
Test Energy	0.0002	0.0001	0.0001	0.0001				
Test Time	10.00	10.00	10.00	10.00				
Test Date	4/25/2024	4/25/2024	4/17/2024	4/17/2024				
Test Time	12:30:10 PM	9:39:47 AM	12:46:53 PM	8:36:05 AM				
Test Name	400V	400V	400V	400V				
Test Result	PASS	PASS	OVER CURRENT	PASS				
Test Type	Step Voltage	Step Voltage	Step Voltage	Step Voltage				
Test Voltage	100V	100V	100V	100V				
Test Current	0.0022	0.0017	0.0018	0.0018				
Test Power	22000	20000	20000	20000				
Test Energy	0.0002	0.0001	0.0001	0.0001				
Test Time	10.00	10.00	10.00	10.00				

79. Post Rewind Hi-Pot

micro-amps

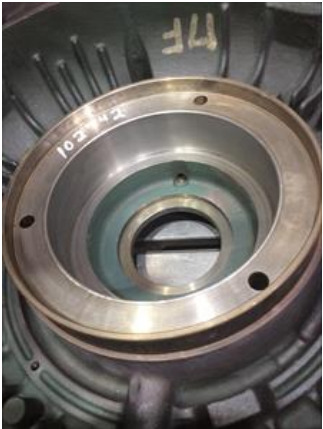
Na

80. Technician

Na

Mechanical Fits- Bearing Housings - Post Repair

81. Drive End - Endbell Bearing Fit Post Repair		
0 Degrees	60 Degrees	120 Degrees
7.4808	7.4808	7.4809



82. Opposite Drive End - Endbell Bearing Fit Post Repair		
0 Degrees	60 Degrees	120 Degrees
<div><div></div>Na</div>		
83. Bearing Cap Condition Post Repair		
Drive End Bearing Cap	Opposite Drive End Bearing Cap	
<div><div></div>Na</div>		
84. End Bell Air Seal Fits Post Repair		
Drive End Air Seal	Opposite Drive End Air Seal	
<div><div></div>Na</div>		
85. End Bell Repair Sign-off		Gary
<div><div><div></div></div></div>		
Assembly		
86. QC Check All Parts for Cleanliness Prior to Assembly		Cw
<div><div><div></div></div></div>		
87. Photograph All Major Components prior to assembly		



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1.14






88. Final Insulation Resistance Test	Megohms	
Pass		
89. Assembled Shaft Endplay	inches	
Na		
90. Assembled Shaft Runout	inches	
Na		
91. Test Run Voltage		
Volts	Volts	Volts



92. Test Run Amperage		
Amps	Amps	Amps
Witnessed by: RRW		



93.	Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
	0.03	0.01	0.02
94.	Opposite Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
	0.006	0.01	0.02
95.	Ambient Temperature - Fahrenheit		
	Na		
96.	Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
	Na		
97.	Opposite Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
	Na		

98. Document Final Condition with Pictures after paint



99. Final Pics and QC Review

Cw

Cw



Co sign: RRW



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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 Buyer 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 sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer 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

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 PARTICULAR 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. **SEVERABILITY.** 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. **GOVERNING LAW AND JURISDICTION.** 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. **ABANDONED EQUIPMENT.** 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, earthquake, 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. **NONWAIVER.** 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. **ASSIGNMENT.** 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. **NO INDIVIDUAL LIABILITY.** 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.