

# LR Motor Shop Repairs

# **Job Number 102547**

Prepared for Sully's Cabinets & Construction (12744)

1009 S Redmond Rd Jacksonville AR 72076

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AC Inspection as Found - LR Motor Shop

AC Inspection - Rev. 2

1.0



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

> FolderID: 102547 FormID: 19497166

### **AC Inspection as Found** Sully's Cabinets & Construction (12744)

1009 S Redmond Rd Jacksonville, AR 72076

AC Inspection - Rev. 2

LR Motor Shop

Serial Number:

Location:

Description:NO NP

Priorities Found: 4 - High

6 - Good

**Hi-Speed Job Number:** 

Repair Stage:

102547

Final

### **Overall Condition**

- Report Date
- Nameplate Picture



Photos of all six sides of the machine.



















Coupling on shaft

















4. Describe the Overall Condition of the Equipment as Received *Dirty* 

5. Distance from the end of the shaft to the Coupling/Sheave

inches



# Initial Mechanical/Electrical 6. Does Shaft Turn Freely? ✓ 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 0.01 Inches







Lead melted

13.	Lead Length			6 Inches
14.	Does it have Lugs?, If so what is the	Stud Size?		
-	Yes			
15.	Lead Numbers			1-6
16.	Stator Temperature Detector Rating	and Function		
	Quantity	Rating	Quantity Passed	
-	Na			
17.	Bearing Temperature Detector Ratin	g and Function		
	Quantity	Rating	Quantity Passed	
-	Na			
18.	Frame Condition			pass
19.	Fan Condition			(P) Pass



20.	Heater Quantity, Ratings		
	Quantity	Volts/Watts	Pass/Fail
-	Na		
21.	Broken or Missing Components		na
Initial	Electrical Inspection		
22.	Insulation Resistance/Megger		Megohms
-	Na		
23.	Winding Resistance		
	1-2	1-3	2-3
-	Na		
<b>2</b> 4.	Perform Surge Test		(NA) Not Applicable
-	Windings over loaded		
25.	Number of Stator Slots		36
26.	Stator Condition		pass
27.	Stator Thermistors/Ohms		na
28.	Stator Overloads/Ohms		na
Mecha	anical Inspection		
29	Drive End Bearing Brand		KBC
20.	3		



30. Drive End Bearing Number-	6207
31. Drive End Bearing Qty.	1
32. Drive End Bearing Type	(Ball) Ball Bearing
33. Drive End Lubrication Type	(Grease) Grease Lubricated
34. Drive End Bearing Insulation or Grounding Device?	na
35. Drive End Wavy Washer/Snap-Ring Other Retention Device?	na

### 36. Drive End Bearing Condition

Signs of wear



### 37. Opposite Drive End Bearing Brand





38.	Opposite Drive End Bearing Number-	6207
39.	Opposite Drive End Bearing Qty.	1
40.	Opposite Drive End Bearing Type	(Ball) Ball Bearing
41.	Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
42.	Opposite Drive End Bearing Insulation or Grounding Device?	na
43.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	wavy washer
44.	Opposite Drive End Bearing Condition	
	Signs of wear	



	45.	Drive End Seal			na
	46.	Opposite Drive End Seal			na
	47.	DE Sleeve Bearing Inside Diameter			
		0 degrees	120 degrees	240 degrees	
	-	Na			
	48.	DE Sleeve Bearing Outside Diameter			
		0 degrees	120 degrees	240 degrees	
	-	Na			
	49.	DE Sleeve Bearing Housing Inside Dia	ameter		
		0 degrees	120 degrees	240 degrees	
	-	Na			
	50.	DE Sleeve Bearing to Housing Cleara	nce		
		0 degrees	120 degrees	240 degrees	
	-	Na			
	51.	ODE Sleeve Bearing Inside Diameter			
		0 degrees	120 degrees	240 degrees	
	-	Na			
	52.	ODE Sleeve Bearing Outside Diameter	r		
		0 degrees	120 degrees	240 degrees	
	-	Na			
	53.	ODE Sleeve Bearing Housing Inside D	Diameter		
		0 degrees	120 degrees	240 degrees	
	-	Na			
	54.	ODE Sleeve Bearing to Housing Clear			
		0 degrees	120 degrees	240 degrees	
	-	Na			
R	otor	tor Inspection			

55.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast	
56.			(Pass) Pass	
57.	Number of Rotor Bars		30	
58.	Rotor Condition		pass	
59.	List the Parts needed for the Repair 6 6207x2	Below		
60.	Signature of Technician that Disasse		Cw	
Mecha	anical Fits- Rotor			
61.	Shaft Runout		0.001 inches	
62.	Rotor Runout			
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
_	Na			
63.		ina		
	0 Degrees	90 Degrees	120 Degrees	
	0	<u> </u>	o .	
-	Na			
64.	Coupling Fit Closest to the end of the	Shaft		
	0 Degrees	60 Degrees	120 Degrees	
-	Na			
65.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	1.3775	1.3774	1.3775	
66.	Drive End Bearing Shaft Fit Condition	1	(F) Fail	
67.	Opposite Drive End Bearing Shaft Fit		· ·	
		60 Degrees	120 Degrees	
	U Degrees	DO DEGLEES	IZO DEGLEES	
	0 Degrees 1.3774	•		
68.	1.3774	1.3774	1.3775	
	1.3774 Opposite Drive End Bearing Shaft Fit	1.3774		
	1.3774  Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits	1.3774 Condition	1.3775	
69.	1.3774  Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits  Drive End Air Seal	1.3774	1.3775	
69.	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal Na	1.3774 Condition	1.3775	
69.  Mecha	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings	1.3774 Condition	1.3775	
69.  Mecha	1.3774  Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits  Drive End Air Seal  Na  anical Fits- Bearing Housings  Drive End - Endbell Bearing Fit	1.3774 Condition Opposite Drive End Air Seal	1.3775 (F) Fail	
69.  Mecha	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings Drive End - Endbell Bearing Fit O Degrees	1.3774 Condition Opposite Drive End Air Seal 60 Degrees	1.3775 (F) Fail	
69. Mecha 70.	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings Drive End - Endbell Bearing Fit 0 Degrees 2.839	1.3774 Condition Opposite Drive End Air Seal  60 Degrees 2.8391	1.3775 (F) Fail 120 Degrees 2.839	
69.  Mecha 70.	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings Drive End - Endbell Bearing Fit 0 Degrees 2.839 Drive End - Endbell Bearing Fit Cond	1.3774 Condition Opposite Drive End Air Seal  60 Degrees 2.8391 ition	1.3775 (F) Fail	
69.  Mecha 70.	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings Drive End - Endbell Bearing Fit 0 Degrees 2.839 Drive End - Endbell Bearing Fit Condoposite Drive End - Endbell Bearing	1.3774 Condition Opposite Drive End Air Seal  60 Degrees 2.8391 ition g Fit	1.3775  (F) Fail  120 Degrees 2.839  (P) Pass	
69.  Mecha 70.	1.3774 Opposite Drive End Bearing Shaft Fit Shaft Air Seal Fits Drive End Air Seal  Na anical Fits- Bearing Housings Drive End - Endbell Bearing Fit 0 Degrees 2.839 Drive End - Endbell Bearing Fit Cond	1.3774 Condition Opposite Drive End Air Seal  60 Degrees 2.8391 ition	1.3775 (F) Fail 120 Degrees 2.839	

74	Paging Can Canditian		
74.	Bearing Cap Condition	On a seite Drive Fuel Descripe Con	
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
-	Na		
75.	End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
7	Na		
76.	List Machine Work Needed Below		
77	Both shaft bearing fits Technician	Cw	
//.	recrinician	Cw	
	Mun		
Root	Cause of Failure		
	Failure locations		
	Windings, bearings, and both shaft bea	ring fits	
79.	Root cause of failure		
	Windings over loaded and burned a por	wer lead	
Dynar	Shaft fits are worn mic Balance Report		
-	Rotor Weight and Balance Grade		
00.	Rotor Weight	Balance Grade	
	Trotor Wolgin	Dalarios Ciaas	
81.	Initial Balance Readings		
	Drive End	Opposite Drive End	
82	Final Balance Readings		
02.	Drive End	Opposite Drive End	
	Divo End	opposite Brive Lina	
83.	Technician		
Rewir	nd		
84.	Core Test Results - Watts loss per Po		
	Pre-Burnout	Post Burnout	
85	Core Hot Spot Test		
00.	Pre-Burnout	Post-Burnout	
	To Barriout	1 oo: Damout	
86.	Post Rewind Electrical Test- Insulation	n Resistance	
	Post Rewind Polarization Index		
88.	Post Rewind Winding Resistance		
	1-2	1-3 2-3	
80	Post Rewind Surge Test		
	Post Rewind Hi-Pot		
	Technician		
0			

Mechanical Fits- Rotor - Post Repair

92.	Shaft Runout Post Repair				
93.	Rotor Runout Post Repair				
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing		
9/	4. Coupling Fit Closest to Bearing Housing Post Repair				
37.	0 Degrees	90 Degrees	120 Degrees		
	o Degrees	30 Degrees	120 Degrees		
95.	Coupling Fit Closest to the end of the	Shaft Post Repair			
	0 Degrees	60 Degrees	120 Degrees		
00	Drive Ford Decrine Chaft Fit Doct Don	-:-			
90.	Drive End Bearing Shaft Fit Post Rep  0 Degrees	60 Degrees	120 Degrees		
	0 Degrees	00 Degrees	120 Degrees		
97.	Opposite Drive End Bearing Shaft Fit	Post Repair			
	0 Degrees	60 Degrees	120 Degrees		
00	Chaff Air Coal Fitz Day D				
98.	Shaft Air Seal Fits Post Repair Drive End Air Seal	Opposite Drive End Air Seel			
	Drive End Air Seal	Opposite Drive End Air Seal			
99.	Shaft Repair Sign-off				
Mecha	anical Fits- Bearing Housings - F	Post Repair			
100.	Drive End - Endbell Bearing Fit Post	Repair			
	0 Degrees	60 Degrees	120 Degrees		
101	Opposite Drive End - Endbell Bearing	Fit Doet Ponair			
101.	0 Degrees	60 Degrees	120 Degrees		
	0 D0g1000	00 Dog.000	120 Dog. 000		
102.	Bearing Cap Condition Post Repair				
	Drive End Bearing Cap	Opposite Drive End Bearing Cap			
103	End Bell Air Seal Fits Post Repair				
103.	Drive End Air Seal	Opposite Drive End Air Seal			
	2.110 2.11a 7.11 CCa.	opposite 21110 2110 1111 Ocal			
104.	DE Sleeve Bearing Inside ID Post Re	pair			
	Measure 1	Measure 2	Measure 3		
105	DE Sleeve Bearing Outside ID Post F	Renair			
100.	Measure 1	Measure 2	Measure 3		
	Wododio i	Wodouro 2	Modelate		
106.	DE Sleeve Bearing Inside OD Post R	epair			
	Measure 1	Measure 2	Measure 3		
107	DE Sleeve Bearing Outside OD Post	Renair			
107.	Measure 1	Measure 2	Measure 3		
	Mododio I	Modouro 2	Moddulo 0		
108.	End Bell Repair Sign-off				
109.	ODE Sleeve Bearing Inside ID Post F	•			
	Measure 1	Measure 2	Measure 3		

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110	ODE Sleeve Bearing Outside ID Post	Renair	
110.	Measure 1	Measure 2	Measure 3
	Wedsure 1	iviedSure 2	Weddule 3
111.	ODE Sleeve Bearing Inside OD Post I	Repair	
	Measure 1	Measure 2	Measure 3
112.	ODE Sleeve Bearing Outside OD Pos	t Repair	
	Measure 1	Measure 2	Measure 3
A	white.		
Assen	•	ing to Annually	
	QC Check All Parts for Cleanliness Pr Photograph All Major Components pri	•	
	Final Insulation Resistance Test	or to assembly	
	Assembled Shaft Endplay		
	Assembled Shaft Runout		
	Test Run Voltage		
3.	Volts	Volts	Volts
		- · · ·	
119.	Test Run Amperage		
	Amps	Amps	Amps
120.	Drive End Vibration Readings - Inches		
	Horizontal	Vertical	Axial
121.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial
	Ambient Temperature - Fahrenheit		
123.	Drive End Bearing Temps - Fahrenhei		
	5 Minutes	10 Minutes	15 Minutes
12/	Drive End Bearing Temps - Fahrenhei	t 20-30 Minutes	
124.	20 Minutes	25 Minutes	30 Minutes
	20 1/11/10/03	25 Milliates	30 Milliates
125.	Drive End Bearing Temps - Fahrenhei	t 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
126.	Drive End Bearing Temps - Fahrenhei		
	50 Minutes	55 Minutes	60 Minutes
127	Opposite Drive End Bearing Temps -	Fahrenheit	
127.	5 Minutes	10 Minutes	15 Minutes
	o Miniatos	10 Milliates	10 Milliatos
128.	Opposite Drive End Bearing Temps -	Fahrenheit 20-30 Minutes	
	20 Minutes	25 Minutes	30 Minutes
129.	Opposite Drive End Bearing Temps -		
	25 Minutes	40 Minutes	45 Minutes
	35 Minutes	40 Millates	45 Milliates

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55 Minutes	60 Minutes
10 Minutes	15 Minutes
20-30 Minutes	
25 Minutes	30 Minutes
35-45 Minutes	
40 Minutes	45 Minutes
50-60 Minutes	
55 Minutes	60 Minutes
ctures after paint	
	10 Minutes 20-30 Minutes 25 Minutes 35-45 Minutes 40 Minutes 50-60 Minutes



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- 5. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> 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.
- **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 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 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. <u>LIMITATION OF DAMAGES.</u> 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. **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, 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. **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.