

LR Motor Shop Repairs

Job Number 103466

Prepared for Union Pacific-Vine St 10945

1020 N. Vine Street North Liittle Rock AR

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AC Inspection as Found - Shop

AC Inspection - Rev. 2: h23-0434a-1

1.0





AC Inspection as Found Union Pacific-Vine St 10945

1020 N. Vine Street North Liittle Rock, AR

FolderID: 103466 FormID: 21474649

AC Inspection - Rev. 2			
Location:	Shop		
Serial Number:	h23-0434a-1		
Description:Reul	and brake motor		

Hi-Speed Job Number:	103466
Manufacturer:	Reuland
Serial Number:	H23-0434A-1
HP/kW:	10 (HP)
Phase:	Three
Hz:	60 (Hz)
Repair Stage:	Final

Priorities Found: 1 - High

9 - Good

Overall Condition

- 1. Report Date
- Nameplate Picture
- Photos of all six sides of the machine. 3.















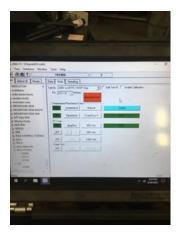




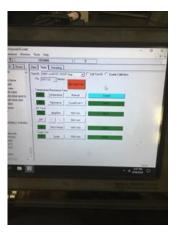


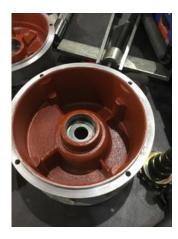




















	4.	Describe the Overall Condition of the Ok	Equipment as Received		
	5.	Distance from the end of the shaft to	the Coupling/Sheave		0 inches
	6.	Report Date [COPY]			09/03/2024
In	itial	Mechanical/Electrical			
	7.	Does Shaft Turn Freely?			(Y) Yes
	8.	Does the shaft require T.I.R in Lathe	to identify additional repairs?		(No) No
	9.	Does Shaft Have Visible Damage?			(Yes) Yes
	10.	Assembled Shaft Runout			0 Inches
	11.	Assembled Shaft End Play			0 inches
	12.	Air Gap Variation <10%			ok
	13.	Lead Condition			(P) Pass
	14.	Lead Length			6 Inches
	15.	Does it have Lugs?, If so what is the	Stud Size?		(No) No
	16.	Lead Numbers			1-6
	17.	Stator Temperature Detector Rating	and Function		
		Quantity	Rating	Quantity Passed	
		0			
	18.	Bearing Temperature Detector Ratin	g and Function		
		Quantity	Rating	Quantity Passed	
		0			
	19.	Frame Condition			good

20.	Fan Condition			(N) NA
21.	Heater Quantity, Ratings			
	Quantity	Volts/Watts	Pass/Fail	
	0			
22.	Broken or Missing Components			none
Initial	Electrical Inspection			
23.	Insulation Resistance/Megger			Megohms





	24.	Winding Resistance		
		1-2	1-3	2-3
		19.865	19.867	19.866
	25.	Perform Surge Test		(P) Pass
	26.	Number of Stator Slots		36
	27.	Stator Condition		good
	28.	Stator Thermistors/Ohms		none
	29.	Stator Overloads/Ohms		none
Me	echa	anical Inspection		
	30.	Drive End Bearing Brand		na
	31.	Drive End Bearing Number-		6205
	32.	Drive End Bearing Qty.		1
	33.	Drive End Bearing Type		(Ball) Ball Bearing
	34.	Drive End Lubrication Type		(Grease) Grease Lubricated
	35.	Drive End Bearing Insulation or Groun	ding Device?	none
	36.	Drive End Wavy Washer/Snap-Ring C	ther Retention Device?	shims
	37.	Drive End Bearing Condition		good
	38.	Opposite Drive End Bearing Brand		na
	39.	Opposite Drive End Bearing Number-		6205
	40.	Opposite Drive End Bearing Qty.		1
	41.	Opposite Drive End Bearing Type		(Ball) Ball Bearing
	42.	Opposite Drive End Lubrication Type		(Grease) Grease Lubricated
	43.	Opposite Drive End Bearing Insulation	or Grounding Device?	none
	44.	Opposite Drive End Wavy Washer/Sn		? none
	45.	Opposite Drive End Bearing Condition		good
	46.	Drive End Seal		none
	47.	Opposite Drive End Seal		none

10	DE Clasua Pagring Incida Diameter		
40.	DE Sleeve Bearing Inside Diameter	400 1	040 1
	0 degrees	120 degrees	240 degrees
10	0		
49.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
	0		
50.	DE Sleeve Bearing Housing Inside Di		
	0 degrees	120 degrees	240 degrees
	0		
51.	DE Sleeve Bearing to Housing Cleara	ance	
	0 degrees	120 degrees	240 degrees
	0		
52.	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	0		
53.	ODE Sleeve Bearing Outside Diameter	er	
	0 degrees	120 degrees	240 degrees
	0		
54.	ODE Sleeve Bearing Housing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
	0		
55.	ODE Sleeve Bearing to Housing Clea	rance	
	0 degrees	400 -1	240 degrees
	0 degrees	120 degrees	240 degrees
	0	120 degrees	240 degrees
Rotor	-	120 degrees	240 degrees
	0	120 degrees	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
56.	0 Inspection	120 degrees	(Squirrel Aluminum) Squirrel
56. 57.	0 Inspection Rotor Type/Material	120 degrees	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
56. 57. 58.	0 Inspection Rotor Type/Material Growler Test	120 degrees	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass
56. 57. 58. 59.	0 Inspection Rotor Type/Material Growler Test Number of Rotor Bars		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34
56. 57. 58. 59.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34
56. 57. 58. 59. 60.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair E	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34
56. 57. 58. 59. 60.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair E	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good
56. 57. 58. 59. 60.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair E	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good
56. 57. 58. 59. 60.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair E	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good
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56. 57. 58. 59. 60.	O Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair E	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good
56. 57. 58. 59. 60. 61.	Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B 6205 6205 6205 2RS Signature of Technician that Disasser	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good
56. 57. 58. 59. 60. 61. Mecha	Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B 6205 6205 6205 2RS Signature of Technician that Disasser	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good David Maclin
56. 57. 58. 59. 60. 61. Mecha	Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B 6205 6205 6205 2RS Signature of Technician that Disasser anical Fits- Rotor Shaft Runout	Below	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good David Maclin
56. 57. 58. 59. 60. 61. Mecha	Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B 6205 6205 6205 2RS Signature of Technician that Disasser anical Fits- Rotor Shaft Runout Rotor Runout	Below mbled Motor	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good David Maclin
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56. 57. 58. 59. 60. 61. Mecha 62. 63.	Inspection Rotor Type/Material Growler Test Number of Rotor Bars Rotor Condition List the Parts needed for the Repair B 6205 6205 6205 2RS Signature of Technician that Disasser Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0	Rotor Body 0	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast (Pass) Pass 34 good David Maclin 0 inches

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	C.F.	Counting Fit Classet to the and of the	Chaff		
	65.	Coupling Fit Closest to the end of the		100 B	
		0 Degrees	60 Degrees	120 Degrees	
		0			
	66.	Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		0	0	0	
		Drive End Bearing Shaft Fit Condition			
	68.	Opposite Drive End Bearing Shaft Fit			
		0 Degrees	60 Degrees	120 Degrees	
		0	0	0	
		Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
	70.	Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
		ok	ok		
M	echa	anical Fits- Bearing Housings			
	71.	Drive End - Endbell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		2.0472	2.0472	2.0472	
	72.	Drive End - Endbell Bearing Fit Condi	tion		(P) Pass
	73.	Opposite Drive End - Endbell Bearing	Fit		
		0 Degrees	60 Degrees	120 Degrees	
		2.0472	2.0472	2.0472	
	74.	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
	75.	Bearing Cap Condition			
		Drive End Bearing Cap	Opposite Drive End Bearing Cap		
		na	na		
	76.	End Bell Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
		ok	ok		
	77.	List Machine Work Needed Below			
		Replace rotor shaft			
	78.	Technician			David Maclin
R		Cause of Failure			
	79.	Failure locations Broken shaft			
	80.	Root cause of failure Improper brake mounting			
Dy	ynan	nic Balance Report			
		Rotor Weight and Balance Grade			
		Rotor Weight	Balance Grade		
		0	0		

85. Core Test Results - Watts loss per Pound Pre-Burnout Post Burnout 0 86. Core Hot Spot Test Pre-Burnout Post-Burnout 0 87. Post Rewind Electrical Test- Insulation Resistance 0 Megohms 88. Post Rewind Polarization Index 0 Polarization Index 89. Post Rewind Winding Resistance 1-2 1-3 2-3 0 0 0 0 90. Post Rewind Surge Test (Pass) Pass 91. Post Rewind Hi-Pot 0 micro-amps 92. Technician David Maclin Mechanical Fits- Rotor - Post Repair 93. Shaft Runout Post Repair Drive End Bearing Fit Rotor Body Opposite Drive End Bearing 0 0 0 0 95. Coupling Fit Closest to Bearing Housing Post Repair 0 Degrees 90 Degrees 120 Degrees 0 0 0 0 0 Post Rewind Hi-Pot 0 0 10 0 Post Rewind Hi-Pot 0 0 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Drive End 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				
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o Degrees of Degrees 120 Degrees			0	0	0
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00	Onnacita Driva Fred Bearing Chaft Fit	Doot Donois		
	Opposite Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	0	0	0	
	Shaft Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
	ok	ok		
100.	Shaft Repair Sign-off		David Ma	clin
,				
/lecha	nical Fits- Bearing Housings - P	ost Repair		
101.	Drive End - Endbell Bearing Fit Post F	Repair		
(0 Degrees	60 Degrees	120 Degrees	
	0	0	0	
102.	Opposite Drive End - Endbell Bearing	Fit Post Repair		
(0 Degrees	60 Degrees	120 Degrees	
	0	0	0	
103.	Bearing Cap Condition Post Repair			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	na	na		
104.	End Bell Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
	0	0		
105.	DE Sleeve Bearing Inside ID Post Rep	pair		
	Measure 1	Measure 2	Measure 3	
(0	0	0	
106.	DE Sleeve Bearing Outside ID Post R	epair		
	Measure 1	Measure 2	Measure 3	
	0	0	0	
107.	DE Sleeve Bearing Inside OD Post Re	epair		
	Measure 1	Measure 2	Measure 3	
	0	0	0	
108.	DE Sleeve Bearing Outside OD Post I	Repair		
	Measure 1	Measure 2	Measure 3	
(0	0	0	
109.	End Bell Repair Sign-off		David Ma	clin
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	ODE Sleeve Bearing Inside ID Post R			
	Measure 1	Measure 2	Measure 3	
(0	0	0	

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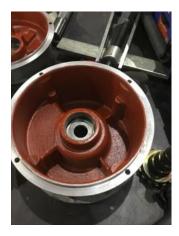
111. ODE Sleeve Bearing Outside ID Post Repair					
Measure 1	Measure 2	Measure 3			
0	0	0			
112. ODE Sleeve Bearing Inside	e OD Post Repair				
Measure 1	Measure 2	Measure 3			
0	0	0			
0 113. ODE Sleeve Bearing Outs	•	0			
•	•	0 Measure 3			
113. ODE Sleeve Bearing Outs	ide OD Post Repair	Measure 3			

Assembly

114. QC Check All Parts for Cleanliness Prior to Assembly

David Maclin













116. Final Insulation Resistance Tes	st		387 Megohms
117. Assembled Shaft Endplay			0 inches
118. Assembled Shaft Runout			0 inches
119. Test Run Voltage			
Volts	Volts	Volts	
459	458	457	

120	Test Run Amperage			
120.	Amps	Amps	Amps	
	3.4	3.4	3.7	
121	Drive End Vibration Readings - Inches		3.1	
121.	Horizontal	Vertical	Axial	
	0.0254	0.0296	0.0263	
122	Opposite Drive End Vibration Reading		0.0203	
122.	Horizontal	Vertical	Axial	
	0.0264	0.0386	0.0295	
123	Ambient Temperature - Fahrenheit	0.0360	0.0293	74
	Drive End Bearing Temps - Fahrenhei	it		7-7
127.	5 Minutes	10 Minutes	15 Minutes	
	74	10 Millutes	13 Milliates	
125	Drive End Bearing Temps - Fahrenhei	t 20-30 Minutes		
120.	20 Minutes	25 Minutes	30 Minutes	
	74	20 Milliatos	OO WIII IQUGS	
126	Drive End Bearing Temps - Fahrenhei	t 35-45 Minutes		
120.	35 Minutes	40 Minutes	45 Minutes	
	74	TO MINIMES	TO MINIMES	
127	Drive End Bearing Temps - Fahrenhei	t 50-60 Minutes		
127.	50 Minutes	55 Minutes	60 Minutes	
	74	33 Williates	00 Milliates	
128	Opposite Drive End Bearing Temps -	Fahrenheit		
120.	5 Minutes	10 Minutes	15 Minutes	
	74	10 Millates	10 Millatos	
129.	Opposite Drive End Bearing Temps -	Fahrenheit 20-30 Minutes		
120.	20 Minutes	25 Minutes	30 Minutes	
	74	20 1/11/14/00	oo wiii atoo	
130.	Opposite Drive End Bearing Temps -	Fahrenheit 35-45 Minutes		
	35 Minutes	40 Minutes	45 Minutes	
	74			
131.	Opposite Drive End Bearing Temps -	Fahrenheit 50-60 Minutes		
	50 Minutes	55 Minutes	60 Minutes	
	74			
132.	Stator Temperatures- Fahrenheit			
	5 Minutes	10 Minutes	15 Minutes	
	74			
133.	Stator Temperatures- Fahrenheit 20-3	0 Minutes		
	20 Minutes	25 Minutes	30 Minutes	
	74			
134.	Stator Temperatures- Fahrenheit 35-4	5 Minutes		
	35 Minutes	40 Minutes	45 Minutes	
	74			
135.	Stator Temperatures- Fahrenheit 50-6	0 Minutes		
135.		0 Minutes 55 Minutes	60 Minutes	
135.	Stator Temperatures- Fahrenheit 50-6		60 Minutes	

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- 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. SCOPE OF GOODS AND/OR SERVICES. 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 bee 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. <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.