

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

## Job Number 101989

Prepared for US MOTORS WARRANTY REPAIR

8100 W. FLORISSENT ST. LOUIS MO 63136

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AC Inspection as Found - LR MOTOR SHOP

AC Inspection - Rev. 2

1.0

2.0



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

> FolderID: 101989 FormID: 18147564

## **AC Inspection as Found**

US MOTORS WARRANTY REPAIR 8100 W. FLORISSENT

ST. LOUIS, MO 63136

AC Inspection	n - Rev. 2	Hi-Speed Job Number:	101989
Location:	LR MOTOR SHOP	Manufacturer:	US Motors/Nidec
Serial Number:		Product Number:	HF16
	) HP VERTICLE WARRANTY	Spec/ID #:	E057830766-0004R00
EVAL		Serial Number:	CAT # H0200P2SLG
		HP/kW:	200 (HP)
		RPM:	1785 (RPM)
		Frame:	H445TP
		Voltage:	460
		Current:	225
		Hz:	60 (Hz)
		Service Factor:	1.15
		Enclosure:	WPI
		J-box Included:	Complete
		Date Received:	10/13/2023
		Repair Stage:	Final
riorities Found: 🌘	1 - High 🛛 🔵 2 - Good		

**Overall Condition** 

1. Report Date

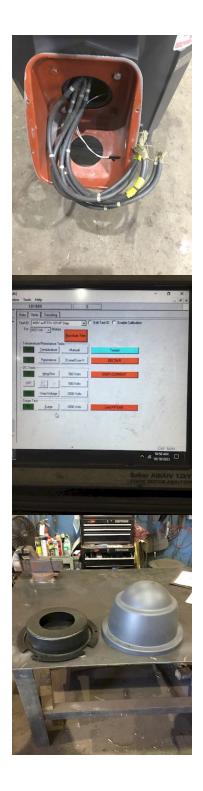
Nameplate Picture 2.



Photos of all six sides of the machine. 3.













4. Describe the Overall Condition of the Equipment as Received	
Clean has wrong J-box on motor	
5. Distance from the end of the shaft to the Coupling/Sheave	
Initial Mechanical/Electrical	
6. Does Shaft Turn Freely?	(Yes) Yes
7. Does Shaft Have Visible Damage?	(No) No
8. Assembled Shaft Runout	
9. Assembled Shaft End Play	
<ul> <li>10. Air Gap Variation &lt;10%</li> <li>● 11. Lead Condition</li> </ul>	(P) Pass
12. Lead Length	(7) 7855
13. Lead Numbers	T1-T3/T7-T9
14. Stator Temperature Detector Rating and Function	
Quantity Rating Quantity Passed	
Quantity Rating Quantity Passed	
15. Bearing Temperature Detector Rating and Function	
Quantity Rating Quantity Passed	
16. Frame Condition	
17. Fan Condition	

18.	Heater Quantity, Ratings			
	Quantity	Volts/Watts	Pass/Fail	
19.	Broken or Missing Components			
Initial	Electrical Inspection			
20.	Insulation Resistance/Megger			
21.	Winding Resistance			
	1-2	1-3	2-3	
22.	Perform Surge Test Blown in slot			(F) Fail
	BIOWN IN SIOT			
Total Help 19188 The Total Help The Total Network The Total Network Network The Total Network N	Windle       Control Columnia         States       Control Control Columnia         States       Control Control Columnia			
25.	Stator Thermistors/Ohms			
	Stator Overloads/Ohms			
	anical Inspection			
	Drive End Bearing Brand			
	Drive End Bearing Number-			
	Drive End Bearing Qty.			
30.	Drive End Bearing Type			
31.	Drive End Lubrication Type	Oracia D. i. C		
32.	Drive End Bearing Insulation or	÷		
33.	Drive End Wavy Washer/Snap-	Ring Other Retention Device?		
	Drive End Bearing Condition			
35.	Opposite Drive End Bearing Bra			
36.	Opposite Drive End Bearing Nu			
37.	Opposite Drive End Bearing Qty			
38.	Opposite Drive End Bearing Type			
39.	Opposite Drive End Lubrication			
40.	Opposite Drive End Bearing Ins			
41.	Opposite Drive End Wavy Wash	ner/Snap-Ring Other Retention De	evice?	
42.	Opposite Drive End Bearing Co	ndition		
43.	Drive End Seal			

45.	DE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
46.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
47.	DE Sleeve Bearing Housing Inside Dia		
	0 degrees	120 degrees	240 degrees
40			
48.	DE Sleeve Bearing to Housing Cleara		
	0 degrees	120 degrees	240 degrees
10	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	0 degrees	120 degrees	240 degrees
50.	ODE Sleeve Bearing Outside Diameter	)r	
	0 degrees	120 degrees	240 degrees
51.	ODE Sleeve Bearing Housing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
52.	ODE Sleeve Bearing to Housing Clear	rance	
	0 degrees	120 degrees	240 degrees
	Inspection		
	Rotor Type/Material Growler Test		
	Number of Rotor Bars		
	Rotor Condition		
		alow	
	List the Parts needed for the Repair B Signature of Technician that Disassen		
	anical Fits- Rotor		
59.			
60.		Potor Pody	Opposite Drive End Receive
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
61.	Coupling Fit Closest to Bearing Housing	ng	
	0 Degrees	90 Degrees	120 Degrees
62.	Coupling Fit Closest to the end of the	Shaft	
	0 Degrees	60 Degrees	120 Degrees
63.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
64.	Drive End Bearing Shaft Fit Condition		
65.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees

66.	Opposite Drive End Bearing Shaft Fit	Condition	
67.	Shaft Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
Mech	anical Fits- Bearing Housings		
68.	Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	Drive End - Endbell Bearing Fit Condi		
70.	Opposite Drive End - Endbell Bearing		
	0 Degrees	60 Degrees	120 Degrees
71	Opposite Drive End - Endbell Bearing	Fit Condition	
	Bearing Cap Condition		
12.	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	Drive Life Dearing Cap	Opposite Drive Life Dearing Cap	
73.	End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	List Machine Work Needed Below		
	Technician		
	Cause of Failure		
	Failure locations		
	Root cause of failure		
	mic Balance Report		
78.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
70	Initial Balance Readings		
75.	Drive End	Opposite Drive End	
	Drive Lifa	Opposite Drive Lind	
80.	Final Balance Readings		
	Drive End	Opposite Drive End	
81.	Technician		
Rewin	nd		
82.	Core Test Results - Watts loss per Po	und	
	Pre-Burnout	Post Burnout	
02	Coro Hot Spot Toot		
03.	Core Hot Spot Test	Doot Dumout	
	Pre-Burnout	Post-Burnout	
84.	Post Rewind Electrical Test- Insulation	n Resistance	
85.	Post Rewind Polarization Index		
86.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
	Post Rewind Surge Test		
88.	Post Rewind Hi-Pot		

89.	Technician		
Mecha	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		
91.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
92.	Coupling Fit Closest to Bearing Hous	ing Post Repair	
	0 Degrees	90 Degrees	120 Degrees
00		Ohaff Daar Dan air	
93.	Coupling Fit Closest to the end of the	·	120 Degrees
	0 Degrees	60 Degrees	120 Degrees
94.	Drive End Bearing Shaft Fit Post Rep	air	
	0 Degrees	60 Degrees	120 Degrees
05	Opposite Drive End Bearing Shaft Fit	Post Popair	
95.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	00 Degrees	120 Degrees
96.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
97	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - F	Post Repair	
	Drive End - Endbell Bearing Fit Post	-	
	0 Degrees	60 Degrees	120 Degrees
99.	Opposite Drive End - Endbell Bearing	· ·	
	0 Degrees	60 Degrees	120 Degrees
100.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
101.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
102.	DE Sleeve Bearing Inside ID Post Re	pair	
	Measure 1	Measure 2	Measure 3
103.	DE Sleeve Bearing Outside ID Post F	Repair	
	Measure 1	Measure 2	Measure 3
104.	DE Sleeve Bearing Inside OD Post R		
	Measure 1	Measure 2	Measure 3
105.	DE Sleeve Bearing Outside OD Post	Repair	
	Measure 1	Measure 2	Measure 3
106.	End Bell Repair Sign-off		

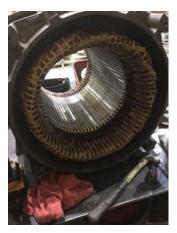
107.	ODE Sleeve Bearing Inside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
108.	ODE Sleeve Bearing Outside ID Post	Repair	
	Measure 1	Measure 2	Measure 3
109.	ODE Sleeve Bearing Inside OD Post I	Repair	
	Measure 1	Measure 2	Measure 3
		inicadaro E	Medaure o
			Measure o
110.	ODE Sleeve Bearing Outside OD Pos		
110.			Measure 3

## Assembly

111. QC Check All Parts for Cleanliness Prior to Assembly

112. Photograph All Major Components prior to assembly









Hi-Speed Industrial Service disclaims all warranties, both express and implied, relating to the information, reports, opinions and analysis disclosed to the Customer by Hi-Speed. Hi-Speed shall not be liable for any errors or omissions, or any losses, injury or damages arising from the use of such information, reports, opinions and analysis by the Customer.

Cw







114. Assembled Shaft Endplay       inches         Na       inches         115. Assembled Shaft Runout       inches         Na       inches         116. Test Run Voltage       inches	113.	Final Insulation Resistance Test		Megohms
<ul> <li>Na</li> <li>116. Test Run Voltage</li> </ul>	114.			inches
	115.			inches
	116.	Test Run Voltage		
Volts Volts Volts		Volts	Volts	Volts

In picture



117. Test Run Amperage         Amps       Amps         In picture         Image:				
	117. Test Run Amperage			
	Amps	Amps	Amps	
	In picture			
	ANDER ANDE			
		ing Inches Day Cassad		

118.	Drive End Vibration Readings - Inches	Per Second	
	Horizontal	Vertical	Axial
	0.0098	0.0086	0.0099000000000000000000000000000000000
119.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial
	0.00899999999999999999	0.0089999999999999999	0.01
120.	Ambient Temperature - Fahrenheit		
	Na		
121.	Drive End Bearing Temps - Fahrenhei	t	
	5 Minutes	10 Minutes	15 Minutes
_			
-	Na		
122.	Drive End Bearing Temps - Fahrenhei		00 M
	20 Minutes	25 Minutes	30 Minutes
	Na		
	Drive End Bearing Temps - Fahrenhei	t 35-45 Minutes	
120.	35 Minutes	40 Minutes	45 Minutes
	Na		
124.	Drive End Bearing Temps - Fahrenhei	t 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
	Na		
125.	Opposite Drive End Bearing Temps - F		
	5 Minutes	10 Minutes	15 Minutes
	Na		
, , , , , , , , , , , , , , , , , , ,		-	
120.	Opposite Drive End Bearing Temps - F		20 Minutes
	20 Minutes	25 Minutes	30 Minutes
	Na		
	Iva		

127.	Opposite Drive End Bearing Temps -	Fahrenheit 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
	Na		
128.	Opposite Drive End Bearing Temps -	Fahrenheit 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
	Na		
129.	Stator Temperatures- Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
-	Na		
130.	Stator Temperatures- Fahrenheit 20-3	0 Minutes	
	20 Minutes	25 Minutes	30 Minutes
	Na		
131.	Stator Temperatures- Fahrenheit 35-4	5 Minutes	
	35 Minutes	40 Minutes	45 Minutes
	Na		
132.	Stator Temperatures- Fahrenheit 50-6	0 Minutes	
	50 Minutes	55 Minutes	60 Minutes
-	Na		

133. Document Final Condition with Pictures after paint









Co sign: TRH













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

> FolderID: 101989 FormID: 18582637

## AC Random Coil Rewind Report

### US MOTORS WARRANTY REPAIR 8100 W. FLORISSENT

ST. LOUIS, MO 63136

LR MOTOR SHOP

#### Priorities Found: O 2 - Good

- 1. Job Number
- 2. Report Date
- 3. Customer

101989

Layne









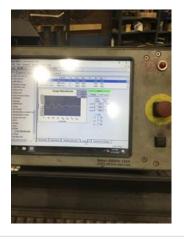
Stator Winding			
4.	Core Length	13 "	
5.	Core ID	11 "	
6.	Back Iron Depth	1 "	
7.	Slot Depth	1.625 "	
8.	Tooth Width	0.284 "	
9.	Number of Vents	0	
10.	Vent Width	0 "	

	Before Burnout Core loss	
	Na	
	Flux Before Burnout	
-	0	
	Watts before burnout	0 Watts
	Watts loss per lb. before burnout	0 W/lbs.
	After Burnout Core Loss	
	0	
	Flux After burnout	0
	Watts After Burnout	Watts
•	0	
	Watts loss per lb After Burnout	0 W/lbs.
	Core Iron Condition	
	RTD's	
•	0	
	RTD's Reading	0 Ohm's
	Motor Heaters	
-	0	
	Heater Qty.	0
	Heater Voltage	0 Volts
	Heater Wattage	0 Watts
	Thermistors	
•	0	
	Number of Poles	4
	Slots	72
	Number of Coils	72
•	145	
	Coil Weight	145 Lbs.
31.	Lead Markings	
	1-2-3-7-8-9	
32.	Grouping	
	12-6	
	Multiple Wires	
•	5#17-3#18	
34.	Wire Size	
07	5#17-3#18	
	Turns per coil	9
36.	Pitch 1 to:	15
37.	Connection	
<u> </u>	2d-2d pws	
	Lead Length	2 "
	Lead Size	2
	Number of Leads	6
41.	Megger Reading After Rewind	2000 Mohms
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	

45. Hi Pot Reading After Rewind

#### 46. Surge Pattern After Rewind

(P) Pass



47. Service Technician



## 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.