

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104086

Prepared for American Kraft Paper

1701 Jefferson Parkway White Hall AR 71602

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AC Inspection as Found - MOTOR SHOP LR



AC Inspection as Found

American Kraft Paper 1701 Jefferson Parkway White Hall, AR 71602

AC Inspection - Rev. 2

Location:	MOTOR SHOP LR	
Serial Number:	WCE9179032001	

Description:125HP TECO 1780RPM

Hi-Speed Job Number:	104086
Manufacturer:	TECO Westinghouse
Product Number:	TYPE: AEHH8P-10R
Spec/ID #:	CAT: NP1254R
Serial Number:	WCE9179032001
HP/kW:	125 (HP)
RPM:	1780 (RPM)
Frame:	444T
Voltage:	230 / 460
Current:	292 (Amps)
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	12
J-box Included:	None
Coupling/Sheave:	None
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
Shaft Machined Fit Repairs Required:	No
Bearing Housing Machined Fit Repairs Required:	No
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: 🛑 2 - High

🔵 10 - Good

Overall Condition

1. Report Date

02/03/2025

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

> FolderID: 104086 FormID: 23256287

2. Nameplate Picture



3. Photos of all six sides of the machine.





















	4.	 Describe the Overall Condition of the Equipment as Received Windings are shorted. Needs rewind and bearings. 				
In	Initial Mechanical/Electrical					
	5.	Does Shaft Turn Freely?	(Y) Yes			
	6.	Does the shaft require T.I.R in Lathe to identify additional repairs?	(No) No			
	7.	Does Shaft Have Visible Damage?	(No) No			
	8.	Assembled Shaft Runout	0.0015 Inches			
	9.	Assembled Shaft End Play	0 inches			

10.	Air Gap Variation <10%	
Ψ	Na	
11.	Lead Condition	(P) Pass
12.	Lead Length	12 Inches
13.	Does it have Lugs?, If so what is the Stud Size?	(Yes) Yes
Ψ.,	3/8	
14.	Lead Numbers	not ledge able
15.	Frame Condition	Good
16.	Fan Condition	(P) Pass



17. Does motor have internal fan?

18. Broken or Missing Components

(No) No

broken screw shaft air fit seal. no j-box



Initial Electrical Inspection

Test Date	2/4/2025 2/4/2025	
Test Time		
OC Status		
Test Type Volts (V)		
1(114)	0.0715	
Resist	19649	
At 40°C Surge St		
	Mt(V) LT 1500	
Paak Vol	M(V)13 0	
Mac P-F	P EAR_ 2 5 5 5	
). W	/inding Resistance	
1-		2-3
<i>Fa</i> 1. Pe	ail erform Surge Test	(F) Fail
		(,)
		empery 2/4/2023 10:00 - 200 w/P. T. FAR MITCH
		# Date 2/4/2025 2/4/2025
A 11-		tion lett Time 110041 AM 10/4R35 AM NATION DEDitriton PASS No Test
500	Set Pass/Fall Telerances	N POLLY Notes (V) 1404
Sar	rge Test Results: FAIL	VGLAN (0.0775 N Resist 19649
Lect the ne	ext test to perform	Act 40°C \$305 Surge Status Berl BAR No Test
Tenp / Res	E Chable fres Leads (033	Peak Volt(1)11 1500 Peak Volt(2)12 690
Hegatia	Pd Step-Hollage	mpoting coMMOSTINE 455 SN
	Continer Hext Phase	COMPT FAIL CART FAIL TAM 1-22-3/ No Test Tompolete Application Fealth Summary Surger
r Stop Testi		
	K(STOR	
5.8 P.5	and and many the log of the state of the s	
2. Nu	umber of Stator Slots	60
3. St	tator Condition	Rewind
4. St	tator Thermistors/Ohms	na
5. St	tator Overloads/Ohms	na
	ical Inspection	
	rive End Bearing Brand	Коуо
	rive End Bearing Number-	6318 zzxc3
	rive End Bearing Qty.	1
9. Dr	rive End Bearing Type	(Ball) Ball Bearing
	rive End Lubrication Type	(Grease) Grease Lubricated
	rive End Bearing Insulation or Grounding Dev	
1. Dr	rive End Wavy Washer/Snap-Ring Other Rete	ention Device? no
1. Dr 2. Dr		
1. Dr 2. Dr 3. Dr	rive End Bearing Condition	worn
1. Dr 2. Dr 3. Dr 4. Op		

57.	Opposite Drive End Bearing Type		
38.		/pe	(Ball) Ball Bearing (Grease) Grease Lubricated
39.	Opposite Drive End Bearing Insula	ation or Grounding Device?	no
40.	Opposite Drive End Wavy Washer	no	
41.		worn	
42.		no	
43.	Opposite Drive End Seal		no
Rotor	Inspection		
	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
45.	Growler Test		(Pass) Pass
46.	Number of Rotor Bars		50
47.	Rotor Condition		Good
48.	List the Parts needed for the Repa	air Below	
	6318zzc3 6316zzc3 Rewind		
49.	Signature of Technician that Disas	ssembled Motor	Shon /Trevor
/	pul		
	anical Fits- Rotor		0.001 inches
50.	anical Fits- Rotor Shaft Runout Rotor Runout		0.001 inches
50.	Shaft Runout Rotor Runout	Rotor Body	
50.	Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body 0.002	Opposite Drive End Bearing
50. 51.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002	0.002	
50. 51.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho	0.002	Opposite Drive End Bearing 0.003
50. 51.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees	0.002 Dusing 90 Degrees	Opposite Drive End Bearing 0.003 120 Degrees
50. 51. 52.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735	0.002 busing 90 Degrees 3.3733	Opposite Drive End Bearing 0.003
50. 51. 52.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735 Coupling Fit Closest to the end of	0.002 busing 90 Degrees 3.3733 the Shaft	Opposite Drive End Bearing 0.003 120 Degrees 3.3735
50. 51. 52.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735 Coupling Fit Closest to the end of 0 Degrees	0.002 Dusing 90 Degrees 3.3733 the Shaft 60 Degrees	Opposite Drive End Bearing 0.003 120 Degrees 3.3735 120 Degrees
50. 51. 52. 53.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735 Coupling Fit Closest to the end of 0 Degrees 3.3746	0.002 busing 90 Degrees 3.3733 the Shaft	Opposite Drive End Bearing 0.003 120 Degrees 3.3735
50. 51. 52. 53.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735 Coupling Fit Closest to the end of 0 Degrees 3.3746 Drive End Bearing Shaft Fit	0.002 Dusing 90 Degrees 3.3733 the Shaft 60 Degrees 3.3746	Opposite Drive End Bearing 0.003 120 Degrees 3.3735 120 Degrees 3.3746
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50. 51. 52. 53. 54.	Shaft Runout Rotor Runout Drive End Bearing Fit 0.002 Coupling Fit Closest to Bearing Ho 0 Degrees 3.3735 Coupling Fit Closest to the end of 0 Degrees 3.3746 Drive End Bearing Shaft Fit 0 Degrees 3.544	0.002 Dusing 90 Degrees 3.3733 the Shaft 60 Degrees 3.3746 60 Degrees 3.5439	Opposite Drive End Bearing 0.003 120 Degrees 3.3735 120 Degrees 3.3746 120 Degrees 3.3746 120 Degrees 3.3749
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59.	Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	7.4812	7.4813	7.4813
60	Drive End - Endbell Bearing Fit Cond		(P) Pass
	Opposite Drive End - Endbell Bearing		(1)1033
01.		-	120 Degrees
	0 Degrees 6.6941	60 Degrees 6.6941	120 Degrees 6.6941
	.0002 over max	0.0941	0.0941
62.		a Fit Condition	(P) Pass
63.	Bearing Cap Condition		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	good	good	
64	End Bell Air Seal Fits	good	
011	Drive End Air Seal	Opposite Drive End Air Seal	
	good	good	
65	List Machine Work Needed Below	good	
00.	None		
66	Technician		Shon/ Trevor Finished
	SU/TH		
P	Co-sign TRH		
	Cause of Failure		
67.	Failure locations	uto d	
00	Windings failed. They got hot and sho	rtea.	
68.	Root cause of failure		
D	Overloading of the windings		
-	mic Balance Report		
69.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
70.	Initial Balance Readings		
	Drive End	Opposite Drive End	
			
/1.	Final Balance Readings		
	Drive End	Opposite Drive End	
72.	Technician		
Rewin	nd		
73.	Core Test Results - Watts loss per P	ound	
	Pre-Burnout	Post Burnout	
74	Core Hot Spot Test		
74.	Pre-Burnout	Post-Burnout	
	r ie-Duinoul	r ost-Dumoul	
75.	Post Rewind Electrical Test- Insulation	on Resistance	

76.	Post Rewind Polarization Index			
77.	Post Rewind Winding Resistance			
	1-2	1-3	2-3	
78.	Post Rewind Surge Test			
79.	Post Rewind Hi-Pot			
80.	Technician			
Assen	nbly			
81.	81. QC Check All Parts for Cleanliness Prior to Assembly			
82.	Photograph All Major Components price	or to assembly		
83.	Final Insulation Resistance Test			
	Assembled Shaft Endplay			
85.	Assembled Shaft Runout			
86.	Test Run Voltage			
	Volts	Volts	Volts	
07	T (D)			
87.	Test Run Amperage			
	Amps	Amps	Amps	
88.	Drive End Vibration Readings - Inches	Per Second		
	Horizontal	Vertical	Axial	
89.	Opposite Drive End Vibration Reading	s - Inches Per Second		
	Horizontal	Vertical	Axial	
	Ambient Temperature - Telesch - "			
	Ambient Temperature - Fahrenheit			
91.	Drive End Bearing Temps - Fahrenhei			
	5 Minutes	10 Minutes	15 Minutes	
92.	Opposite Drive End Bearing Temps - F	Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes	
93. Document Final Condition with Pictures after paint				
94.	Final Pics and QC Review			



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.