

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104239

Prepared for Hormel (11974)

8201 Fraizer Pike Little Rock AR 72206

Table of Contents

AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2

1.0

2.0



Hormel (11974) 8201 Fraizer Pike Little Rock, AR 72206

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

FolderID: 104239 FormID: 23628175

AC Inspection	- Rev. 2	Hi-Speed Job Number:	104239
Location:	MOTOR SHOP LR	Manufacturer:	Baldor
Serial Number:		Product Number:	Z44G8505
Description:200HP BALDOR 3600RPM 447TY		Spec/ID #:	Z44G8505
		HP/kW:	200 (HP)
		RPM:	3575 (RPM)
		Frame:	447TY
		Voltage:	460
		Current:	222
		Phase:	Three
		Hz:	60 (Hz)
		Service Factor:	1.15
	Enclosure:	TEFC	
	# of Leads:	6	
		J-box Included:	Complete
		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: **6 - High**

🔵 11 - Good

Overall Condition

1. Report Date

03/11/2025

2. Nameplate Picture



3. Photos of all six sides of the machine.



































	4.	Describe the Overall Condition of the <i>Dirty</i>	Equipment as Received		
In	itial	Mechanical/Electrical			
	5.	Does Shaft Turn Freely?			(Y) Yes
	6.	Does the shaft require T.I.R in Lathe t	o identify additional repairs?		(No) No
	7.	Does Shaft Have Visible Damage?			(No) No
	8.	Assembled Shaft Runout			Inches
	9.	Assembled Shaft End Play			inches
	10.	Air Gap Variation <10%			
	11.	Lead Condition			(NA) Not Applicable
	•	Rewind			
	12.	Lead Length			18 Inches
	13.	Does it have Lugs?, If so what is the S	Stud Size?		(Yes) Yes
	14.				1-6
	15.	Frame Condition			
	16.	Fan Condition			(P) Pass
	17.	Does motor have internal fan?			(No) No
	18.	Broken or Missing Components			J-box and bolts
In	itial	Electrical Inspection			
	19.	Insulation Resistance/Megger			Megohms
	20.	Winding Resistance			
		1-2	1-3	2-3	
	21.	Perform Surge Test			(NA) Not Applicable
	22.	Number of Stator Slots			48
	23.	Stator Condition			
	•	Rewind			
	24.	Stator Thermistors/Ohms			
	25.	Stator Overloads/Ohms			
Μ	ech	anical Inspection			

26. Drive End Bearing Brand



27.	Drive End Bearing Number-	NU313
28.	Drive End Bearing Qty.	1
29.	Drive End Bearing Type	(Roller) Roller Bearing
30.	Drive End Lubrication Type	(Oil) Oil Lubricated
9 31.	Drive End Bearing Insulation or Grounding Device?	
	Aegis ring	
32.	Drive End Wavy Washer/Snap-Ring Other Retention Device?	
	Spacer after bearing	
33.	Drive End Bearing Condition	
-	Normal wear	



34. Opposite Drive End Bearing Brand

NACHI



35. Op	pposite Drive End Bearing Number-	6313
36. Op	oposite Drive End Bearing Qty.	1
37. Op	pposite Drive End Bearing Type	(Ball) Ball Bearing
38. Op	pposite Drive End Lubrication Type	(Grease) Grease Lubricated
39. Op	pposite Drive End Bearing Insulation or Grounding Device?	
40. Op	pposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring
41. Op	pposite Drive End Bearing Condition	

Signs of contamination







43. Opposite Drive End Seal

65-85-9 lip seal



	Inspection		
44.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
45.	Growler Test		(Pass) Pass
46.	Number of Rotor Bars		42
47.	Rotor Condition		needs cleaned
48.	List the Parts needed for the Repa NU313 6313 Two new lip seals	air Below	
49.	Signature of Technician that Disas		Cw
Mecha	anical Fits- Rotor		
			inches
50.	anical Fits- Rotor		inches
50.	anical Fits- Rotor Shaft Runout	Rotor Body	inches Opposite Drive End Bearing
50.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	•	
50. 51.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	•	
50. 51.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Ho 0 Degrees	ousing 90 Degrees	Opposite Drive End Bearing
50. 51. 52.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Ho 0 Degrees	ousing 90 Degrees	Opposite Drive End Bearing
50. 51. 52.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Ho 0 Degrees Coupling Fit Closest to the end of 0 Degrees	busing 90 Degrees the Shaft	Opposite Drive End Bearing 120 Degrees
50. 51. 52. 53.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Ho 0 Degrees Coupling Fit Closest to the end of 0 Degrees	busing 90 Degrees the Shaft	Opposite Drive End Bearing 120 Degrees
50. 51. 52. 53.	anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Coupling Fit Closest to Bearing Ho 0 Degrees Coupling Fit Closest to the end of 0 Degrees Drive End Bearing Shaft Fit	busing 90 Degrees the Shaft 60 Degrees	Opposite Drive End Bearing 120 Degrees 120 Degrees

	56.	Opposite Drive End Bearing Shaft Fit					
		0 Degrees	60 Degrees	120 Degrees			
		2.5598-2.5598-2.5597					
	57.		Condition		(P) Pass		
	58.	Shaft Air Seal Fits					
		Drive End Air Seal	Opposite Drive End Air Seal				
B.							
IV		anical Fits- Bearing Housings					
	59.	Drive End - Endbell Bearing Fit		400 De 200 e e			
		0 Degrees	60 Degrees	120 Degrees			
	•	5.5122-5.5121-5.5122					
	60.	Drive End - Endbell Bearing Fit Condi	tion		(P) Pass		
	61.	Opposite Drive End - Endbell Bearing	Fit				
		0 Degrees	60 Degrees	120 Degrees			
		5.5126-5.5125-5.5125					
		Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass		
	63.	Bearing Cap Condition					
		Drive End Bearing Cap	Opposite Drive End Bearing Cap				
	64	End Bell Air Seal Fits					
	04.	Drive End Air Seal	Opposite Drive End Air Seal				
			opposite Drive End Air Ocar				
	65.	List Machine Work Needed Below					
	66.	Technician			Cw		
		Jun					
	/	pour					
	L						
		Co sign: RRW					
R	oot (Cause of Failure					
		Failure locations					
	011	Windings, bearings, and seals					
	68.	Root cause of failure					
	- • •	Excessive heat buildup on ODE caused	l coil to coil short				
D	ynar	nic Balance Report					
	-	Rotor Weight and Balance Grade					
		Rotor Weight	Balance Grade				

70. Initial Balance Readings		
Drive End	Opposite Drive End	
NEMA Spect: 0.30 mil Balancing REM: 419.22 Balancing REM: 419.23 Balancing REM: 419.23 Balancing REM: 419.24 Balancing REM: 419.25 Balancing REM: 419.26 Balancing REM: 40.26 Balancing REM: 40.26 <td></td> <td></td>		
71. Final Balance Readings		
Drive End	Opposite Drive End	
es Conditions Finish Mils: 0.17 in/s: 0.004 Angle: 79.44 Mils: 0.16 in/s: 0.004 Angle: 225.92 mos: 15.045 g-in. 0.531 or-in Right Side 2.01 g. 0.07 or Right Side 3.000 g. 0.07 or Right Side		
72. Technician	- Ulty	Chris W

Rewind

Kewn	lu		
73.	73. Core Test Results - Watts loss per Pound		
	Pre-Burnout	Post Burnout	
74.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
75.	Post Rewind Electrical Test- Insulatio	n Resistance	
76.	Post Rewind Polarization Index		

77.	77. Post Rewind Winding Resistance				
	1-2	1-3	2-3		
78.	Post Rewind Surge Test				
79.	Post Rewind Hi-Pot				
80.	Technician				
Asser	Assembly				
81.	QC Check All Parts for Cleanliness Pr	ior to Assembly	Terrence Holland		

1_____4/ll___

82. Photograph All Major Components prior to assembly







83.	Final Insulation Resistance Test	Megohms
84.	Assembled Shaft Endplay	inches
85.	Assembled Shaft Runout	inches







	Test Run Voltage Volts	Volts	Volts		
	V 0113	VOIIS	VOIIS		
	PHENIX				
0451 0453 0451					
0510 0510					
	Concession of the local division of the loca				
1					
	Add - Chinese				
37.	Test Run Amperage				
	Amps	Amps	Amps		
	Witnessed by TLH				
	······································				
	PHENIX				
	TEGMHOLDERES				
	NO TO ANY DAY				
1	46 I 0459 0460				
8	568 0571 0564				
C					
1					
00	Drive End Vibration Readings -	Inches Der Second			
ю.	Horizontal	Vertical	Axial		
	TIONZONIA	venical			
39.	Opposite Drive End Vibration F	Readings - Inches Per Second			
39.	Opposite Drive End Vibration F Horizontal	Vertical	Axial		
	Horizontal	Vertical	Axial		
90.	Horizontal Ambient Temperature - Fahren	Vertical	Axial		
90.	Horizontal Ambient Temperature - Fahren Drive End Bearing Temps - Fa	Vertical heit hrenheit			
90.	Horizontal Ambient Temperature - Fahren	Vertical	Axial 15 Minutes		
90. 91.	Horizontal Ambient Temperature - Fahren Drive End Bearing Temps - Fa	Vertical heit hrenheit 10 Minutes			
90. 91.	Horizontal Ambient Temperature - Fahren Drive End Bearing Temps - Fa 5 Minutes	Vertical heit hrenheit 10 Minutes			
90. 91. 92.	Horizontal Ambient Temperature - Fahren Drive End Bearing Temps - Fa 5 Minutes Opposite Drive End Bearing Te 5 Minutes	Vertical heit hrenheit 10 Minutes emps - Fahrenheit 10 Minutes	15 Minutes		
90. 91. 92.	Horizontal Ambient Temperature - Fahren Drive End Bearing Temps - Fa 5 Minutes Opposite Drive End Bearing Te	Vertical heit hrenheit 10 Minutes emps - Fahrenheit 10 Minutes	15 Minutes		







94. Final Pics and QC Review

M

Co sign: TLH

Cw



AC Random Coil Rewind Report

FolderID: 104239 FormID: 23739624

Hormel (11974) 8201 Fraizer Pike

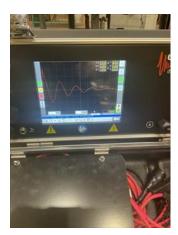
Little Rock, AR 72206

MOTOR SHOP LR Winding

Priorities Found: **3 - Good**

Gene	ral	
1.	Job Number	104239
2.	Report Date	03/14/2025
3.	Customer	Skippy
Stato	r Winding	
4.	Core Length	10.25 "
5.	Core ID	10.875 "
6.	Back Iron Depth	2.5 "
7.	Slot Depth	2 "
8.	Tooth Width	0.3125 "
9.	Number of Vents	
10.	Vent Width	
11.	Before Burnout Core loss	(P) Pass
12.	Flux Before Burnout	
13.	Watts before burnout	
14.	Watts loss per lb. before burnout	1.42 W/lbs.
15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	
18.	Watts loss per lb After Burnout	1.375 W/lbs.
19.	Core Iron Condition	
20.	RTD's	
21.	RTD's Reading	
22.	Motor Heaters	
23.	Heater Qty.	
24.	Heater Voltage	
25.	Heater Wattage	
26.	Thermistors	
27.	Number of Poles	
28.	Slots	48
29.	Number of Coils	
30.	Coil Weight	
31.	Lead Markings	
32.	Grouping	
	6g of 4c	
33.	Multiple Wires	

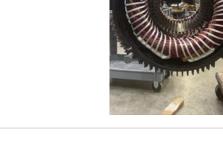
0.4		
34.	Wire Size	
35.	Turns per coil	
	6-5-6-5-	
36.	Pitch 1 to:	18
37.	Connection	
	2 delta @460	
38.	Lead Length	16 "
39.	Lead Size	2
40.	Number of Leads	6
41.	Megger Reading After Rewind	5860 Mohms
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	0.1 Ua
46.	Surge Pattern After Rewind	(P) Pass







47. Service Technician





OPP end 6.75 Conn end 7.25 360 lbs total wire 200 lbs #15 awg 100 lbs #16 awg 60 lbs #17 awg 25' #2 600v epdm lead wire 6 #2 lugs 3/8 eyelet

Ψ.



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.