

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104354

Prepared for Lexicon (10257)

8900 Fouche Dam Pike Little Rock AR

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AC Inspection as Found

Lexicon (10257) 8900 Fouche Dam Pike Little Rock, AR

AC Inspection - Rev. 2

Location:	LR MOTOR SHOP
Serial Number:	023471B-6

Description:4 HP REULAND

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

FolderID: 104354 FormID: 23854796

Hi-Speed Job Number:	104354
Manufacturer:	Reuland
Product Number:	13273
Serial Number:	023471B-6
HP/kW:	4 (HP)
RPM:	1800 (RPM)
Frame:	WEO-215/H4
Voltage:	460
Current:	5.3 (Amps)
Phase:	Three
Hz:	60 (Hz)
Enclosure:	TENV
# of Leads:	3
J-box Included:	None
Coupling/Sheave:	Coupling
Date Received:	03/24/2025
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
Shaft Machined Fit Repairs Required:	Yes
Bearing Housing Machined Fit Repairs Required:	Yes
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: **3 - High**

🔵 7 - Good

Overall Condition

1. Report Date

03/27/2025

2. Nameplate Picture



3. Photos of all six sides of the machine.

















 Describe the Overall Condition of the Equipment as Received Serviceable 			
	5.	Distance from the end of the shaft to the Coupling/Sheave	inches
	•	23mm	
In	nitial	Mechanical/Electrical	
	6.	Does Shaft Turn Freely?	(N) No
	7.	Does the shaft require T.I.R in Lathe to identify additional repairs?	(No) No
	8.	Does Shaft Have Visible Damage?	(No) No
	9.	Assembled Shaft Runout	Inches
		Unable to perform due to locked up shaft.	
	10.	Assembled Shaft End Play	0 inches

11. Air Gap Variation <10%



13.	Lead Length			10 Inches
14.	Does it have Lugs?, If so what is the S	Stud Size?		(No) No
15.	Lead Numbers			4,5,6
16.	Frame Condition			pass
17.	Fan Condition			
18.	Does motor have internal fan?			(No) No
19.	Broken or Missing Components			none
Initial	Electrical Inspection			
20.	Insulation Resistance/Megger			Megohms
21.	Winding Resistance			
	1-2	1-3	2-3	
22.	Perform Surge Test			
23.	Number of Stator Slots			36
24.	Stator Condition			rewind
25.	Stator Thermistors/Ohms			
26.				
	Stator Overloads/Ohms			
Mech	Stator Overloads/Ohms anical Inspection			
				SKF





29. Drive End Bearing Qty.

1

30. Drive End Bearing Type	(Ball) Ball Bearing
31. Drive End Lubrication Type	(Grease) Grease Lubricated
32. Drive End Bearing Insulation or Grounding Device?	none
33. Drive End Wavy Washer/Snap-Ring Other Retention I	Device? none
34. Drive End Bearing Condition	replace
35. Opposite Drive End Bearing Brand	SKF



36. Opposite Drive End Bearing Number-



37.	Opposite Drive End Bearing Qty.	1
38.	Opposite Drive End Bearing Type	(Ball) Ball Bearing
39.	Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
40.	Opposite Drive End Bearing Insulation or Grounding Device?	none
41.	Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	none
42.	Opposite Drive End Bearing Condition	replace
43.	Drive End Seal	none
44.	Opposite Drive End Seal	none
Rotor	Inspection	
45.	Rotor Type/Material	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
46.	Growler Test	
-	Wound rotor	
47.	Number of Rotor Bars	
	Wound rotor with 24slots.	

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6306 2Z / C3

	48.	Rotor Condition				
	•	Rewind required				
	49.	List the Parts needed for the Repair Below				
		(2) 6306 2Z / C3 bearings ODE shaft fit bad ODE housing fit bad - 306 sleeve neede Rewind stator & rotor.	d			
	50.	Signature of Technician that Disassen	nbled Motor	Terrence Holland		
	-	L 4	'll-P			
IV		anical Fits- Rotor		0.000 1		
		Shaft Runout		0.002 inches		
	52.	Rotor Runout	Deter De l			
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing		
	53.	Coupling Fit Closest to Bearing Housi	na			
		0 Degrees	90 Degrees	120 Degrees		
	54.	Coupling Fit Closest to the end of the	Shaft			
		0 Degrees	60 Degrees	120 Degrees		
		1.1245	1.1245	1.1246		
	55.	Drive End Bearing Shaft Fit				
		0 Degrees	60 Degrees	120 Degrees		
		1.1816	1.1817	1.1818		
	56.			(P) Pass		
	57.					
		0 Degrees	60 Degrees	120 Degrees		
		1.1803	1.1803	1.1803		
	•	Minimum allowed is 1.1812				
		Opposite Drive End Bearing Shaft Fit	Condition	(F) Fail		
	59.	Shaft Air Seal Fits				
		Drive End Air Seal	Opposite Drive End Air Seal			
N	lecha	anical Fits- Bearing Housings				
		Drive End - Endbell Bearing Fit				
		0 Degrees	60 Degrees	120 Degrees		
		2.8347	2.8348	2.8348		
	61.	Drive End - Endbell Bearing Fit Condi	tion	(P) Pass		
	62.	Opposite Drive End - Endbell Bearing	Fit			
		0 Degrees	60 Degrees	120 Degrees		
		2.836	2.836	2.8358		
	63.	Opposite Drive End - Endbell Bearing	Fit Condition	(F) Fail		
	64.	Bearing Cap Condition				
		Drive End Bearing Cap	Opposite Drive End Bearing Cap			

65.	End Bell Air Seal Fits	
	Drive End Air Seal	Opposite Drive End Air Seal
66	List Machine Work Needed Below	
00.	Sleeve ODE housing fit. Repair ODE sh	naft bearing fit.
67.	Technician	Terrence Holland
/	Co sign: CRW	IL P
Root	Cause of Failure	
	Failure locations	
	Stator and rotor windings bad. ODE housing fit and shaft it's bad.	
69.	Root cause of failure	
	Rotor windings shorted near balance particular to the sho	uny area.
Dynar	mic Balance Report	
70.	Rotor Weight and Balance Grade	
	Rotor Weight	Balance Grade

71. Initial Balance Readings		
Drive End	Opposite Drive End	
NEMA Spec: 1.50 mil Balancing RFM: 414.20. Balance Balance Balance Balance Star Right End Mils: 0.01 Angle: 291.29 Mile: 1.02 Angle: 55.30 Besinning unbalance: 34. Besinning unbalance: 34. <th></th> <th></th>		
72. Final Balance Readings		
Drive End	Opposite Drive End	
Finish Hils: 0.01 in/s: 0.000 Angle: 306.56 Mils: 0.46 in/s: 0.010 Angle: 37.49 Mils: 0.46 orin, 1.219 oz-in Right Side 10.454 orin, 7.494 oz-in Left Side 10.455 orin, 1.691 oz-in Left Side 10.455 orin Left Side 10.455 orin Left Side 10.455 orin Left Side 10.490 in thick * 0.000 in Ling		
73. Technician		Cw
Rewind		
74. Core Test Results - Watts loss per P	ound	
Pre-Burnout	Post Burnout	
75. Core Hot Spot Test		
Pre-Burnout	Post-Burnout	
76. Post Rewind Electrical Test- Insulation	on Resistance	Megohms

77. Post Rewind Polarization Index

Polarization Index

78.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
79.	Post Rewind Surge Test		
80.	Post Rewind Hi-Pot		micro-amps
81.	Technician		
Mecha	anical Fits- Rotor - Post Repair		
82.	Shaft Runout Post Repair		inches
83.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
84.	Coupling Fit Closest to Bearing Housi	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees
85.		•	
	0 Degrees	60 Degrees	120 Degrees
00	Drive Find Department Choff Fit Dept Dep		
86.	Drive End Bearing Shaft Fit Post Repa		100 5
	0 Degrees	60 Degrees	120 Degrees
87.	Opposite Drive End Bearing Shaft Fit	Post Repair	
	0 Degrees	60 Degrees	120 Degrees
	1.1815	1.1815	1.1815



88. Shaft Air Seal Fits Post Repair
 Drive End Air Seal
 90. Shaft Repair Sign-off
 W

Mechanical Fits- Bearing Housings - Post Repair
90. Drive End - Endbell Bearing Fit Post Repair
0 Degrees
60 Degrees
120 Degrees

91.	91. Opposite Drive End - Endbell Bearing Fit Post Repair				
	0 Degrees	60 Degrees	120 Degrees		
0	2.8347	2.8347	2.8347		
92.	Bearing Cap Condition Post Repair				
-	Drive End Bearing Cap	Opposite Drive End Bearing Cap			
93.	End Bell Air Seal Fits Post Repair				
	Drive End Air Seal	Opposite Drive End Air Seal			
94.	End Bell Repair Sign-off			Gary	
Asser	nbly				
	QC Check All Parts for Cleanliness Pr	ior to Assembly		Cw	

him

96. Photograph All Major Components prior to assembly









97.	Final Insulation Resistance Test		Megohms
98.	Assembled Shaft Endplay		inches
99.	Assembled Shaft Runout		inches
100.	Test Run Voltage		
	Volts	Volts	Volts



101	Test Run Amperage		
101.	Amps	Amps	Amps
	741100	741100	/ inpo
	Witnessed by RRW		
and a	PHENIX		
A/8 201	805 1991 A/E 1991 1		
0460	0459 0460		
0030			
	A 10 HAUTH		
Con Millions			
2)			
	the second second		
	12		
T	0		
102.	Drive End Vibration Readings - Inches	s Per Second	
	Horizontal	Vertical	Axial
103.	Opposite Drive End Vibration Reading		
	Horizontal	Vertical	Axial
104	Ambient Temperature Febrenheit		
	Ambient Temperature - Fahrenheit	i+	
105.	Drive End Bearing Temps - Fahrenhei 5 Minutes	10 Minutes	15 Minuton
	5 Minutes	TO WIITULES	15 Minutes
106.	Opposite Drive End Bearing Temps -	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes

107. Document Final Condition with Pictures after paint







108. Final Pics and QC Review

hom Co sign:RRW

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Cw



AC Random Coil Rewind Report

FolderID: 104354 FormID: 24028462

		FormiD: 24028462
8900 F	n (10257) ouche Dam Pike ock, AR	
LR MO	TOR SHOP	
Priorities	s Found: 🛑 2 - Good	
Gene	ral	
1.	Job Number	104354
	Stator	
2.	Report Date	04/07/2025
3.	Customer	Prospect Steel
Stato	r Winding	
4.	Core Length	4.25 "
5.	Core ID	5.125 "
6.	Back Iron Depth	1 "
7.	Slot Depth	0.875 "
8.	Tooth Width	1.675 "
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	1.389 W/lbs.
15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	Watts
18.	Watts loss per lb After Burnout	0.888 W/lbs.
19.	Core Iron Condition	
20.	RTD's	
21.	RTD's Reading	
22.	Motor Heaters	
23.	Heater Qty.	
	Heater Voltage	
	Heater Wattage	
26.	Thermistors	
27.		4
28.	Slots	36
29.		36
	Coil Weight	
	Lead Markings	
32.	Grouping	
	12 Groups 3	

33. Multiple Wires

34.	Wire Size	
	3#20	
35.	Turns per coil	21
36.	Pitch 1 to:	8
37.	Connection	
	1 Wye	
38.	Lead Length	3 "
39.	Lead Size	16
40.	Number of Leads	3
41.	Megger Reading After Rewind	
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	
46.	Surge Pattern After Rewind	
47.	Service Technician	RHR
	RA IN MA	
	1 #21 copper wire 7lbs 1 # 22 copper wire 7 lbs 1 # 12 EPDM Lead Wire	



AC Random Coil Rewind Report

FolderID: 104354 FormID: 24030496

Lexicon (10257) 8900 Fouche Dam Pike Little Rock, AR

LR MOTOR SHOP

Priorities Found: O 2 - Good

Gene	al	
1.	Job Number	104354
	Rotor	
2.	Report Date	01/07/2025
3.	Customer	Prospect Steel
Stato	' Winding	
4.	Core Length	4 "
5.	Core ID	5 "
6.	Back Iron Depth	1.125 "
7.	Slot Depth	0.625 "
8.	Tooth Width	0.25 "
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	0.694 W/lbs.
15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	
18.	Watts loss per Ib After Burnout	0.694 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	4
	Slots	24
29.	Number of Coils	24
30.	Coil Weight	
31.	Lead Markings	
32.	Grouping	
	12#2	
33.	Multiple Wires	

34.	Wire Size 3#21	
35.	Turns per coil	11
	Pitch 1 to:	6
37.	Connection	
	1-2-3-Make. A. wye And. Make. Wye. No. Leads. Off. Rotor	
38.	Lead Length	0 "
39.	Lead Size	0
40.	Number of Leads	0
41.	Megger Reading After Rewind	0.317 Mohms
	Rotor 16387	
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	0.33 Ua
	Rotor 0.11717	
46.	Surge Pattern After Rewind	
47.	Service Technician	RHRb
Ţ	2 # 22 copper wire	



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.

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- 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.