

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104115

Prepared for Rogers Group (01189502)

1032 Hwy 5 Cabot AR 72023

Table of Contents

AC Inspection as Found - Shop



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

> FolderID: 104115 FormID: 23318231

AC Inspection as Found

Rogers Group (01189502) 1032 Hwy 5 Cabot, AR 72023

AC Inspection - Rev. 2

Location:	Shop	
Serial Number:	211100442	
Description:200 HP 1185RPM TOSHIBA		

	102303
Manufacturer:	Toshiba
Serial Number:	211100442
HP/kW:	200 (HP)
RPM:	1185 (RPM)
Frame:	505UZ
Voltage:	460
Current:	239 (Amps)
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	12
J-box Included:	Half
Coupling/Sheave:	None
Date Received:	02/11/2025
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
Shaft Machined Fit Repairs Required:	Yes
Bearing Housing Machined Fit Repairs Required:	No
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

102569

Hi-Speed Job Number:

Priorities Found: **4 - High**

🔵 8 - Good

Overall Condition

1. Report Date

02/10/2025

2. Nameplate Picture



3. Photos of all six sides of the machine.







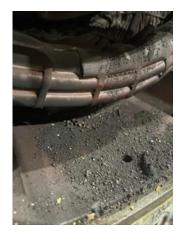






























 4. Describe the Overall Condition of the Equipment as Received <i>Windings are blown. Rewind and core repair</i> Initial Mechanical/Electrical 5. Does Shaft Turn Freely? 6. Does the shaft require T.I.R in Lathe to identify additional repairs? 7. Does Shaft Have Visible Damage? 8. Assembled Shaft Runout 9. Assembled Shaft End Play 	(Y) Yes (No) No (No) No 0.003 Inches
 Initial Mechanical/Electrical 5. Does Shaft Turn Freely? 6. Does the shaft require T.I.R in Lathe to identify additional repairs? 7. Does Shaft Have Visible Damage? 8. Assembled Shaft Runout 	(No) No (No) No
 5. Does Shaft Turn Freely? 6. Does the shaft require T.I.R in Lathe to identify additional repairs? 7. Does Shaft Have Visible Damage? 8. Assembled Shaft Runout 	(No) No (No) No
 6. Does the shaft require T.I.R in Lathe to identify additional repairs? 7. Does Shaft Have Visible Damage? 8. Assembled Shaft Runout 	(No) No (No) No
7. Does Shaft Have Visible Damage?8. Assembled Shaft Runout	(No) No
8. Assembled Shaft Runout	
	0.003 Inches
9. Assembled Shaft End Play	
	inches
P Na	
10. Air Gap Variation <10%	
P Na	
11. Lead Condition	(P) Pass
12. Lead Length	12 Inches
13. Does it have Lugs?, If so what is the Stud Size?	(No) No
14. Lead Numbers	no numbers
15. Frame Condition	good
16. Fan Condition	(P) Pass
17. Does motor have internal fan?	(Yes) Yes
18. Broken or Missing Components	yes
Fan cover needs replaced Grease fitting	
Initial Electrical Inspection	
19. Insulation Resistance/Megger	0 Megohms
20. Winding Resistance	
1-2 1-3	2-3
0 0	0
21. Perform Surge Test	(F) Fail
22. Number of Stator Slots	72
23. Stator Condition	Rewind and core repair
24. Stator Thermistors/Ohms	
P Na	
25. Stator Overloads/Ohms	
Ma Na	
Mechanical Inspection	

	Drive End Deering Drend		
	Drive End Bearing Brand		Fag
27.	Drive End Bearing Number-		NU322-e-xl-m1-c3
28.	· · · · · · · · · · · · · · · · · · ·		1
29.	Drive End Bearing Type		(Roller) Roller Bearing
30.	Drive End Lubrication Type		(Grease) Grease Lubricated
31.	5	-	no
32.	Drive End Wavy Washer/Snap-	Ring Other Retention Device?	snap ring
33.			worn
34.	Opposite Drive End Bearing Brand		Fag
35.	11 0		6318-2z-c3
36.	-11		1
37.	Opposite Drive End Bearing Type		(Ball) Ball Bearing
38.	- II		(Grease) Grease Lubricated
39.	Opposite Drive End Bearing Ins	5	no
40.		ner/Snap-Ring Other Retention Device?	snap ring
41.	-11	ndition	worn
42.	Drive End Seal		
-	Na		
43.	Opposite Drive End Seal		
-	Na		
	Inspection		
44.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
45.	Growler Test		(Pass) Pass
	Number of Detex Date		
46.	Number of Rotor Bars		58
-			58 Pass
47.		pair Below	
47. 48.	Rotor Condition List the Parts needed for the Re <i>NU322</i>	- -	
47. 48. 49.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3	- -	Pass
47. 48. 49.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis	- -	Pass
47. 48. 49. Mecha 50.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis	- -	Pass Trevor Hall
47. 48. 49. Mecha 50.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis Anical Fits- Rotor Shaft Runout	- -	Pass Trevor Hall
47. 48. 49. Mecha 50.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis anical Fits- Rotor Shaft Runout Rotor Runout	assembled Motor	Pass Trevor Hall 0.003 inches
47. 48. 49. Mecha 50. 51.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body	Pass Trevor Hall 0.003 inches
47. 48. 49. Mecha 50. 51.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit <i>Na</i>	Rotor Body	Pass Trevor Hall 0.003 inches
47. 48. 49. Mecha 50. 51.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit <i>Na</i> Coupling Fit Closest to Bearing	Rotor Body	Pass Trevor Hall 0.003 inches Opposite Drive End Bearing
47. 48. 49. Mecha 50. 51.	Rotor Condition List the Parts needed for the Ref NU322 6318 c3 Signature of Technician that Dis Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit Na Coupling Fit Closest to Bearing 0 Degrees	Rotor Body Housing 90 Degrees 3.86	Pass Trevor Hall Opposite Drive End Bearing 120 Degrees
47. 48. 49. Mecha 50. 51. 52.	Rotor Condition List the Parts needed for the Re <i>NU322</i> 6318 c3 Signature of Technician that Dis anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit <i>Na</i> Coupling Fit Closest to Bearing 0 Degrees 3.8601	Rotor Body Housing 90 Degrees 3.86	Pass Trevor Hall Opposite Drive End Bearing 120 Degrees

54.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	4.3311	4.331	4.331	
55.	Drive End Bearing Shaft Fit Condition			(F) Fail
	Undersized			
56.	Opposite Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	3.5439	3.5439	3.5439	
57.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass
58.	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	good	good		
Mech	anical Fits- Bearing Housings			
	Drive End - Endbell Bearing Fit			
	0 Degrees	60 Degrees	120 Degrees	
	9.449	9.4491	9.4491	
60.	Drive End - Endbell Bearing Fit Condi	tion		(P) Pass
61.	Opposite Drive End - Endbell Bearing	Fit		
	0 Degrees	60 Degrees	120 Degrees	
	7.481	7.4811	7.4811	
62.	Opposite Drive End - Endbell Bearing	Fit Condition		(P) Pass
63.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	pass	pass		
64.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	pass	pass		
65.	List Machine Work Needed Below			
	Drive and chaft bearing fit undersized			
	Drive end shaft bearing fit undersized			
66.	Technician			Trevor Hall
66.				Trevor Hall
66.	Technician			Trevor Hall
66.	Technician			Trevor Hall
66.	Technician			Trevor Hall
66.	Technician			Trevor Hall
	Technician			Trevor Hall
Root	Technician			Trevor Hall
Root	Technician Co-sign Robert Wiley Cause of Failure Failure locations	ŕ		Trevor Hall
Root 67.	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing file	it		Trevor Hall
Root 67.	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure		a at the location of the	
Root 67. 68.	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing fil Root cause of failure Windings shorted in slot and edge of in	it on. Possible moisture accumulation by looking	g at the location of the	
Root 67. 68. Dyna	Technician Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure Windings shorted in slot and edge of in mic Balance Report		g at the location of the	
Root 67. 68. Dyna	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure Windings shorted in slot and edge of inter- mic Balance Report Rotor Weight and Balance Grade	on. Possible moisture accumulation by looking	g at the location of the	
Root 67. 68. Dyna	Technician Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure Windings shorted in slot and edge of in mic Balance Report		g at the location of the	
Root 67. 68. Dyna 69.	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure Windings shorted in slot and edge of inter- mic Balance Report Rotor Weight and Balance Grade Rotor Weight	on. Possible moisture accumulation by looking	g at the location of the	
Root 67. 68. Dyna 69.	Technician Co-sign Robert Wiley Cause of Failure Failure locations Windings and drive end shaft bearing for Root cause of failure Windings shorted in slot and edge of inter- mic Balance Report Rotor Weight and Balance Grade	on. Possible moisture accumulation by looking	g at the location of the	

71.	Final Balance Readings					
	Drive End	Opposite Drive End				
70	Technician					
	72. Technician					
Rewir						
73.	. Core Test Results - Watts loss per Pound					
	Pre-Burnout	Post Burnout				
74	Care List Spat Tast					
74.	Core Hot Spot Test	De et Dume eut				
	Pre-Burnout	Post-Burnout				
75.	Post Rewind Electrical Test- Insulatio	n Resistance				
76.	Post Rewind Polarization Index					
-	Post Rewind Polarization Index Post Rewind Winding Resistance					
	1-2	1-3	2-3			
			20			
78.	Post Rewind Surge Test					
79.	Post Rewind Hi-Pot					
80.	Technician					
Mecha	anical Fits- Rotor - Post Repair					
81.	Shaft Runout Post Repair					
82.	Rotor Runout Post Repair					
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing			
	5					
83.	Coupling Fit Closest to Bearing House	ng Post Repair				
	0 Degrees	90 Degrees	120 Degrees			
84.	. Coupling Fit Closest to the end of the Shaft Post Repair					
	0 Degrees	60 Degrees	120 Degrees			
85	. Drive End Bearing Shaft Fit Post Repair					
00.	0 Degrees	60 Degrees	120 Degrees			
	0 Degrees	00 Degrees				
86.	6. Opposite Drive End Bearing Shaft Fit Post Repair					
	0 Degrees	60 Degrees	120 Degrees			
87.	87. Shaft Air Seal Fits Post Repair					
	Drive End Air Seal	Opposite Drive End Air Seal				
	Shaft Repair Sign-off					
Asser	-					
	QC Check All Parts for Cleanliness P					
90.	Photograph All Major Components pr	or to assembly				
91.						
	Assembled Shaft Endplay					
	Assembled Shaft Runout					
94.	Test Run Voltage					
	Volts	Volts	Volts			

95.	Test Run Amperage			
	Amps	Amps	Amps	
96.	5. Drive End Vibration Readings - Inches Per Second			
	Horizontal	Vertical	Axial	
97.	97. Opposite Drive End Vibration Readings - Inches Per Second			
	Horizontal	Vertical	Axial	
98.	. Ambient Temperature - Fahrenheit			
99.	. Drive End Bearing Temps - Fahrenheit			
	5 Minutes	10 Minutes	15 Minutes	
100.	100. Opposite Drive End Bearing Temps - Fahrenheit			
	5 Minutes	10 Minutes	15 Minutes	
101.	01. Document Final Condition with Pictures after paint			
102.	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.