

LR Motor Shop Repairs

Job Number 104854

Prepared for Sage V Foods

5901 SLOAN DRIVE LITTLE ROCK AR 72206

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AC Inspection as Found

Sage V Foods 5901 SLOAN DRIVE LITTLE ROCK, AR 72206

FolderID: 104854 FormID: 25062903

AC Inspection - Rev. 2

Location: MOTOR SHOP LR Serial Number: 268455401-46 Description:12 HP MOTOR BLOWER

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Hi-Speed Job Number:	104854
Manufacturer:	Other
Product Number:	AF132M/2D-11LSE3/2101
Serial Number:	268455401-46
HP/kW:	12 (HP)
RPM:	3500 (RPM)
Voltage:	460
Current:	13.9 (Amps)
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	6
J-box Included:	Complete
Coupling/Sheave:	Propeller
Date Received:	07/09/2025
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: 2 - High

7 - Good

Overall Condition

1. Report Date 07/09/2025

Nameplate Picture

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3. Photos of all six sides of the machine.



4.	Describe the Overall Condition of t	he Equipment as Received		
	Motor was connected wye and is a d drive bearing shaft fit needs machin		posite drive endbell needs machine	d and opposite
5.	Is this a UL Listed Motor			(NO) NO
6.	Is the motor water cooled or can be	e pressure checked before teardov	vn	(NO) NO
Initial	Mechanical/Electrical			
7.	Does Shaft Turn Freely?			(Y) Yes
8.	Does the shaft require T.I.R in Lath	ne to identify additional repairs?		(NO) NO
9.	Does Shaft Have Visible Damage?			(No) No
10.	Assembled Shaft Runout			0.0005 Inches
11.	Distance from the end of the shaft	to the Coupling/Sheave		inches
12.	Assembled Shaft End Play			inches
13.	Air Gap Variation <10%			
14.	Lead Condition			(P) Pass
15.	Lead Length			8 Inches
16.	Does it have Lugs?, If so what is the	ne Stud Size?		(YES) YES
17.	Lead Numbers			123456
18.	Are the Leads insulated with Chico	or other material		(NO) NO
19.	Frame Condition			good
20.	Fan Condition			(P) Pass
21.	Does motor have internal fan?			(NO) NO
22.	Broken or Missing Components			no
Initial	Electrical Inspection			
23.	Insulation Resistance/Megger			0 Megohms
24.	Winding Resistance			
	1-2	1-3	2-3	
	0	0	0	
25.	Perform Surge Test			(F) Fail
26.	Number of Stator Slots			36
27.	Stator Condition			rewind
28.	Stator Thermistors/Ohms			
29.	Stator Overloads/Ohms			0.3
Mech	anical Inspection			
30.	Drive End Bearing Brand			NWG
31	Drive End Bearing Number-		3208B2	RSR TNG C3

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32.			1
33.	Drive End Bearing Qty. Drive End Bearing Type		·
34.	Drive End Lubrication Type		(Ball) Ball Bearing (Grease) Grease Lubricated
35.	Drive End Bearing Insulation or Gro	ounding Dovice?	none
36.	Drive End Wavy Washer/Snap-Ring	-	
37.	Drive End Bearing Condition	g Other Retention Device?	bearing cap worn
38.	Opposite Drive End Bearing Brand		no brand markings
39.	Opposite Drive End Bearing Number	or	6208 2RSR
40.	Opposite Drive End Bearing Number Opposite Drive End Bearing Qty.	ei-	1
41.	Opposite Drive End Bearing City.		(Ball) Ball Bearing
42.	Opposite Drive End Lubrication Type	20	(Grease) Grease Lubricated
43.	Opposite Drive End Bearing Insulat		none
44.	•	Snap-Ring Other Retention Device?	
44.	Opposite Drive End Bearing Condit	· · ·	wavy washer fail
46.	Drive End Seal	lori	
47.	Opposite Drive End Seal		none 40x47x4
	• •		40,47,44
	Inspection Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
49.	Growler Test		(Pass) Pass
50.	Number of Rotor Bars		28
51.	Rotor Condition		good
			3
52.	List the Parts needed for the Repai	r Below	
52. 53.	List the Parts needed for the Repai Need to machine opposite end bearin Signature of Technician that Disass	ng shaft fit	Trevor Hall
	Need to machine opposite end bearing	ng shaft fit	Trevor Hall
53.	Need to machine opposite end bearing Signature of Technician that Disass	ng shaft fit	Trevor Hall
53.	Need to machine opposite end bearing Signature of Technician that Disass anical Fits- Rotor	ng shaft fit	Trevor Hall 0.0005 inches
53. Mech a	Need to machine opposite end bearing. Signature of Technician that Disass	ng shaft fit	
53. Mech a	Need to machine opposite end bearing Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout	ng shaft fit sembled Motor	0.0005 inches
53. Mech a	Need to machine opposite end bearing Signature of Technician that Disass anical Fits- Rotor Shaft Runout	ng shaft fit	
53. Mech 54. 55.	Need to machine opposite end bearing Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit	Rotor Body 0.001	0.0005 inches Opposite Drive End Bearing
53. Mech 54. 55.	Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001 Coupling Fit Closest to Bearing Hou	Rotor Body 0.001 using	0.0005 inches Opposite Drive End Bearing 0.001
53. Mech 54. 55.	Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001	Rotor Body 0.001	0.0005 inches Opposite Drive End Bearing
53. Mecha 54. 55.	Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001 Coupling Fit Closest to Bearing Hoto 0 Degrees	Rotor Body 0.001 using 90 Degrees 1.4963	O.0005 inches Opposite Drive End Bearing 0.001 120 Degrees
53. Mecha 54. 55.	Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001 Coupling Fit Closest to Bearing Hot 0 Degrees 1.4963 Coupling Fit Closest to the end of the	Rotor Body 0.001 using 90 Degrees 1.4963 he Shaft	Opposite Drive End Bearing 0.001 120 Degrees 1.4963
53. Mecha 54. 55.	Signature of Technician that Disass anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001 Coupling Fit Closest to Bearing Hot 0 Degrees 1.4963	Rotor Body 0.001 using 90 Degrees 1.4963	O.0005 inches Opposite Drive End Bearing 0.001 120 Degrees
53. Wecha 54. 55. 56.	Signature of Technician that Disass Anical Fits- Rotor Shaft Runout Rotor Runout Drive End Bearing Fit 0.001 Coupling Fit Closest to Bearing Hoto 0 Degrees 1.4963 Coupling Fit Closest to the end of the ODegrees 1.4963	Rotor Body 0.001 using 90 Degrees 1.4963 he Shaft 60 Degrees	0.0005 inches Opposite Drive End Bearing 0.001 120 Degrees 1.4963 120 Degrees
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60	Opposite Drive End Bearing Shaft Fit			
00.	0 Degrees	60 Degrees	120 Degrees	
	1.5747	1.5747	1.5748	
6 1	Opposite Drive End Bearing Shaft Fit		1.5746	(P) Pass
	Shaft Air Seal Fits	Condition		(1)1 433
02.	Drive End Air Seal	Opposite Drive End Air Seal		
	good	good		
Mach	anical Fits- Bearing Housings	9000		
	Drive End - Endbell Bearing Fit			
00.	0 Degrees	60 Degrees	120 Degrees	
	3.1498	3.1498	3.1499	
64	Drive End - Endbell Bearing Fit Condi		0.1400	(P) Pass
	Opposite Drive End - Endbell Bearing			(1)1 400
	0 Degrees	60 Degrees	120 Degrees	
	3.1515	3.1515	3.1518	
-	Oversized		~ ~	
66.	Opposite Drive End - Endbell Bearing	Fit Condition		(F) Fail
_	Bearing Cap Condition			,
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	good			
68.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	mand	and		
	good	good		
69.	List Machine Work Needed Below	good		
69.	=	good		
	List Machine Work Needed Below	good		Trevor Hall
	List Machine Work Needed Below Opposite drive endbell	good		Trevor Hall
	List Machine Work Needed Below Opposite drive endbell	good		Trevor Hall
	List Machine Work Needed Below Opposite drive endbell	good		Trevor Hall
	List Machine Work Needed Below Opposite drive endbell	good		Trevor Hall
	List Machine Work Needed Below Opposite drive endbell	good		Trevor Hall
70.	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure	good		Trevor Hall
70.	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations	good		Trevor Hall
70. Root 6	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings	good		Trevor Hall
70. Root 6	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings Root cause of failure			Trevor Hall
70. Root (71. 72.	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings Root cause of failure Windings were connected wrong and the	ne bearing started to spin in the opposite drive	endbell.	Trevor Hall
70. Root 71. 72. Dynai	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings Root cause of failure Windings were connected wrong and the mic Balance Report		endbell.	Trevor Hall
70. Root 71. 72. Dynai	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings Root cause of failure Windings were connected wrong and the mic Balance Report Rotor Weight and Balance Grade	ne bearing started to spin in the opposite drive	endbell.	Trevor Hall
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70. Root 71. 72. Dynai 73. 74.	List Machine Work Needed Below Opposite drive endbell Technician Co-sign: TRH Cause of Failure Failure locations Windings, endbell and bearings Root cause of failure Windings were connected wrong and the mic Balance Report Rotor Weight and Balance Grade Rotor Weight Initial Balance Readings Drive End Final Balance Readings	ne bearing started to spin in the opposite drive Balance Grade Opposite Drive End	endbell.	Trevor Hall

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Danis	-1		
Rewir		d	
//.	Core Test Results - Watts loss per Po		
	Pre-Burnout	Post Burnout	
78	Core Hot Spot Test		
70.	Pre-Burnout	Post-Burnout	
	r le-Bulllout	r ost-bulllout	
79.	Post Rewind Electrical Test- Insulation	n Resistance	
80.	Post Rewind Polarization Index		
81.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
82.	Post Rewind Surge Test		
83.	THERMAL DETECTION EQUIPMEN' RTD'S/KLIXONS/THERMISTORS	Γ FINAL TESTING -	
84.	Post Rewind Hi-Pot		
85.	Technician		
Mech	anical Fits- Rotor - Post Repair		
86.	Shaft Runout Post Repair		
87.	Rotor Runout Post Repair		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
88	Coupling Fit Closest to Bearing Housi	ng Post Renair	
00.	0 Degrees	90 Degrees	120 Degrees
	o Degrees	30 Degrees	120 Degrees
89.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
90.	Drive End Bearing Shaft Fit Post Rep	air	
	0 Degrees	60 Degrees	120 Degrees
04	Opposite Drive Find Decrine Chaft Fit	Doet Danair	
91.	Opposite Drive End Bearing Shaft Fit	•	120 Dograda
	0 Degrees	60 Degrees	120 Degrees
92.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
93.	Shaft Repair Sign-off		
Mech	anical Fits- Bearing Housings - P	ost Repair	
94.	Drive End - Endbell Bearing Fit Post F	Repair	
	0 Degrees	60 Degrees	120 Degrees
95	Opposite Drive End - Endbell Bearing	Fit Post Renair	
33.	0 Degrees	60 Degrees	120 Dogroos
	o Degrees	oo begrees	120 Degrees
96.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
		л =	

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	Drive End Air Seal	Opposite Drive End Air Seal	
98.	End Bell Repair Sign-off		
Assem	nbly		
99.	QC Check All Parts for Cleanliness Pri	or to Assembly	
100.	Photograph All Major Components price	or to assembly	
101.	Was a Insulated bearing or end bell tes	sted?	
102.	Final Insulation Resistance Test		
103.	Assembled Shaft Endplay		
104.	Assembled Shaft Runout		
105.	Test Run Voltage		
	Volts	Volts	Volts
	Test Run Amperage		
	Amps	Amps	Amps
107.	Motor RPM		
108.	Drive End Vibration Readings - Inches	Per Second	
	Horizontal	Vertical	Axial
109.	Opposite Drive End Vibration Reading	s - Inches Per Second	
	Horizontal	Vertical	Axial
440	Ambient Temperature February		
	Ambient Temperature - Fahrenheit		
	Drive End Bearing Temps - Fahrenheit		45 Minutes
	5 Minutes	10 Minutes	15 Minutes
112.	Opposite Drive End Bearing Temps - F	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes
113.	Document Final Condition with Picture	s after paint	
114.	Final Pics and QC Review		

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FolderID: 104854 FormID: 25068719



AC Random Coil Rewind Report

Sage V Foods 5901 SLOAN DRIVE LITTLE ROCK, AR 72206

MOTOR SHOP LR

Priorities Found: 1 - Good

Gene		
1.	Job Number	104854
2.	Report Date	07/08/2025
3.	Customer	Sage V Foods
Stato	Winding	
4.	Core Length	8.625 "
5.	Core ID	3.75 "
6.	Back Iron Depth	1.25 "
7.	Slot Depth	0.5 "
8.	Tooth Width	0.187 "
9.	Number of Vents	
10.	Vent Width	
11.	Before Burnout Core loss	(P) Pass
12.	Flux Before Burnout	
13.	Watts before burnout	Watts
14.	Watts loss per lb. before burnout	1.165 W/lbs.
15.	After Burnout Core Loss	
16.	Flux After burnout	
17.	Watts After Burnout	
18.	Watts loss per lb After Burnout	
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	2
28.	Slots	36
29.	Number of Coils	
-	18	
30.	Coil Weight	
31.	Lead Markings	
32.	Grouping	
	6of3	
33.	Multiple Wires	

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Wire Size Turns per coil Pitch 1 to: 14-16-18 Connection
Pitch 1 to: 14-16-18 Connection
14-16-18 Connection
Connection
6leads wye delta
Lead Length "
6"
Lead Size
Number of Leads
1-6
Megger Reading After Rewind
Coil Machine Slot
Coil Machine Tip
Coil Machine Pitch
Hi Pot Reading After Rewind
Surge Pattern After Rewind
Service Technician
LE 1.75 OE 1.75

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- 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. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> 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.
- **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 sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer 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. Buyer shall notify Hi-Speed and arrange for the return of the goods as required. Should such non-conforming services be rejected 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

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. <u>LIMITATION OF DAMAGES.</u> 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. **GOVERNING LAW AND JURISDICTION.** 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. **ASSIGNMENT.** 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. NO INDIVIDUAL LIABILITY. 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.