

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 100261

Prepared for Bryce Corporation (10053-BRC)

450 S. Benton Searcy AR 72143

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DC Repair Report - Shop



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

> FolderID: 100261 FormID: 14521007

DC Repair Report

Bryce Corporation (10053-BRC) 450 S. Benton

Searcy, AR 72143

Location:	Shop	
Job Number:	100261	
Serial Number:	104488CCB	
Status:	In For Repair	
Description:5HP US MOTORS DC		

1750/2050RPM 189ATC

Hi-Speed Job Number:	100261
Manufacturer:	US Motors/Nidec
Product Number :	99055386
Serial Number:	104488CCB
HP/KW:	5 (HP)
RPM:	1750
Frame:	189ATC
Armature Voltage:	180 (Volts)
Armature Current:	23.7 (Amps)
Field Voltage:	200 (Volts)
Field Current :	1.3 (Amps)
J-Box Included:	No
Bearing RTDS:	No
Winding RTDS:	No
Mounting Orientation :	Horizontal

Priorities Found: **9 - Good**

Overall Condition

1. Describe the Overall Condition of the Equipment as Received













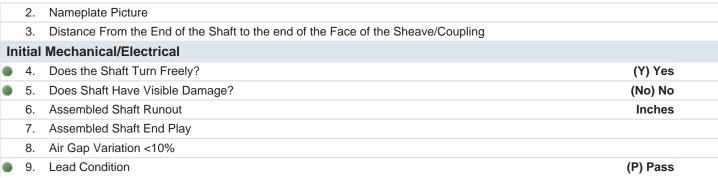




















Lead Length Frame Condition		
		(P) Pass
Fan Condition		(P) Pass
Brush Information		
Brush Number	Quantity	Condition
D64713	2	ok
Brush Holder Condition - Verify p	roper gap to Commutator	good
ing Electrical Test		
General Condition of the Armatur	e/Commutator	good
Armature Insulation Resistance to	o Ground	2000 Megohms
Field Circuit Insulation Resistance	e to Ground	0 Megohms
Interpole Circuit Insulation Resist	ance to Ground	2000 Megohms
Field Drop Test Fields 1&2		
Total AC Voltage	Field #1	Field #2
Field Drop Test Fields 294		
•		Field #2
FIEIO #3	riela #4	Field #2
Field Drop Test Fields 5&6		
Field #5	Fleld #6	Field #2
Field Drop Test Fields 7&8		
Field #7	Fleld #8	Field #2
Interpole Drop Test 1&2		
	Interpole #1	Interpole #2
-		1.6
	1.0	
	Interpole #4	Field #2
Interpole Drop Test 5&6		
Interpole #5	Interpole #6	Field #2
	Internals //0	
Interpole #/	Interpole #8	Field #2
Armature Number of Bars - Bar to	Bar Test	
Number of Bars	Bar to Bar Test	
80	pass	
inical Inspection		
Shaft Runout Drive End		
Shaft Runout Armature		
Drive End Bearing Journal	Armature Core	ODE Bearing Journal
Drive End Peering Number		6206 2Z
Drive End Bearing Number		0200 22
Drive End Bearing Quantity		4
Drive End Bearing Quantity Drive End Bearing Type		1 (Ball) Ball Bearing
	Brush Number D64713 Brush Holder Condition - Verify p ing Electrical Test General Condition of the Armatur Armature Insulation Resistance to Field Circuit Insulation Resistance Interpole Circuit Insulation Resist Field Drop Test Fields 1&2 Total AC Voltage Field Drop Test Fields 5&6 Field #5 Field Drop Test Fields 7&8 Field #7 Interpole Drop Test 1&2 Total AC Voltage 1.6 Interpole Drop Test 3&4 Interpole Drop Test 3&4 Interpole Brop Test 5&6 Interpole #3 Interpole #5 Interpole #5 Armature Number of Bars - Bar to Number of Bars 80 mical Inspection Shaft Runout Drive End Shaft Runout Armature Drive End Bearing Journal	Brush Number Quantity D64713 2 Brush Holder Condition - Verify proper and to Commutator ing Electrical Test General Condition of the Armature/Commutator Armature Insulation Resistance to Ground Field Circuit Insulation Resistance to Ground Interpole Circuit Insulation Resistance to Ground Field Drop Test Fields 1&2 Total AC Voltage Field #1 Field Drop Test Fields 3&4 Field Drop Test Fields 5&6 Field M7 Fleld #6 Field Prop Test Fields 7&8 Field M7 Fleld #8 Interpole Drop Test 1&2 Total AC Voltage Interpole #1 1.6 1.6 Interpole Drop Test 3&4 Interpole #1 1.6 Interpole #1 1.6 Interpole #4 Interpole Brop Test 5&6 Interpole #6 Interpole #3 Interpole #6 Interpole #3 Interpole #8 Armature Number of Bars - Bar to Bar Test Number of Bars Number of Bars - Bar to Bar Test Shaft Runout Drive End Shaft Runout Drive End Shaft Runout Armature Shaft Runout Arm

34.	Drive End Bearing Insulation or Grour	nding Device?		(NA)
35.	Drive End Wavy Washer/Snap-Ring C	Other Retention Device?		
36.	Drive End Bearing Condition			bad
37.	Opposite Drive End Bearing Number			6206 2Z
38.	Opposite Drive End Bearing Quantity			1
39.	Opposite Drive End Bearing Type		(Ball) B	all Bearing
40.	Opposite Drive End Lubrication Type		(Grease) Grease	Lubricated
41.	Opposite Drive End Bearing Insulation	or Grounding Device?		(NA)
42.	Opposite Drive End Wavy Washer/Sn	ap-Ring Other Retention Device?	wa	vy washer
43.	Opposite Drive End Bearing Condition	1		ok
44.	Signature of Technician who Performe	ed Teardown	Da	vid Maclin
45.	List Parts Needed Prior to Reassemb	y v		
	6306, 6306, rewind fields	-		
Mech	anical Fits - Armature			
	Coupling Fit Closest to Bearing Housi	na		
	0 Degrees	60 degrees	120 degrees	
47.	Coupling Fit Closest to the End of the	Shaft		
	0 Degrees	60 degrees	120 degrees	
48.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	1.1812	11812	1.1812	
4 9.				(P) Pass
50.				(.)
	0 Degrees	60 Degrees	120 Degrees	
	1.1813	1.1813	1.1813	
51	Opposite Drive End Bearing Shaft Fit		1.1010	(P) Pass
	Shaft Air Seal Fits	Condition		(1)1 435
52.	Drive End Air Seal	Opposite Drive End Air Seal		
	Drive Liid Ali Seal	Opposite Drive Lifd All Seal		
Mech	anical Fits- Bearing Housings			
	Drive End - End Bell Bearing Fit			
00.	0 Degrees	60 Degrees	120 Degrees	
	2.441	2.441	2.4410	
54.				(P) Pass
-	Opposite Drive End - End Bell Bearing			(1)1 435
55.			120 Degrees	
	0 Degrees 2.441	60 Degrees 2.441	2.4410	
E C			2.44 IV	(P) Pass
56.				(1) 1-033
57.	Bearing Cap Condition			
	Drive End	Opposite Drive End		

58.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
59.	List any Machine work Needed Below		sleeve ODE end bell and polish comm	
60.	Signature of Technician Performing M		David Maclin	
Dyna	// mic Balance Report			
-	Rotor Weight and Balance Grade			
01.	-	Balance Grade		
	Rotor Weight	Dalarice Grade		
62.	Initial Balance Readings			
	Drive End Readings	Opposite Drive End Readings		
63.	Final Balance Readings			
	Drive End Readings	Opposite Drive End Readings		
64.	Signature of the Balance Technician			
	nutator Data			
	Total Copper Segment Length			
	Number of Bars		80	
67.	Number of Wires Per Copper Bar and	l Size		
	Number of Wires per Bar	Wire Size		
68.	Equalizers per Copper Bar and Equal	izer Wire Size		
	Equalizers per Bar	Wire Size		
69.	Document Commutator Diameter, Mi	nimum and Max		
09.	Current Comm Diameter	Minimum Comm Diameter	Maximum Comm Diameter	
	Current Comm Diameter	Minimum Comm Diameter	Maximum Comm Diameter	
70.	Commutator Shaft Diameter			
	Front Shaft Diameter	Back Shaft Diameter		
71.				
72.	Commutator Bore			
	73. Signature of Technician Recording Data			
	74. Post Rewind Armature Insulation Resistance to Ground			
	Post Rewind Armature Insulation Res	istance to Ground		
		a Inculation Registerios to Cround		
75.	Post Rewind Field Circuit Measure th			
	Post Rewind Field Circuit Measure th Post Rewind Armature Number of Ba	rs - Bar to Bar Test		
	Post Rewind Field Circuit Measure th			
	Post Rewind Field Circuit Measure th Post Rewind Armature Number of Ba	rs - Bar to Bar Test Bar to Bar Test		

70			
79.	Post Rewind Field Drop Test Fields 1		
	Total AC Voltage	Field #1	Field #2
80.	Post Rewind Field Drop Test Fields 3		
	Field #3	Fleld #4	Field #2
04	Past Dewind Field Drep Test Fields F		
01.	Post Rewind Field Drop Test Fields 5		F :-11//0
	Field #5	Fleld #6	Field #2
82	Post Rewind Field Drop Test Fields 7	8.8	
02.	Field #7	Fleid #8	Field #2
83.	Post Rewind Interpole Drop Test 1&2		
	Total AC Voltage	Interpole #1	Interpole #2
84.	Post Rewind Interpole Drop Test 3&4		
	Interpole #3	Interpole #4	Field #2
85.	Post Rewind Interpole Drop Test 5&6		
	Interpole #5	Interpole #6	Field #2
86.	Post Rewind Interpole Drop Test 7&8		
	Interpole #7	Interpole #8	Field #2
Deet	Mashaniaal Danain		
	Mechanical Repair		
87.	Post Repair Coupling Fit Closest to Be		
	0 Degrees	60 degrees	120 degrees
88	Post Repair Coupling Fit Closest to th	e End of the Shaft	
00.	0 Degrees	60 degrees	120 degrees
	0 Degrees	ou degrees	120 degrees
89.	89. Post Repair Drive End Bearing Shaft Fit		
		60 Degrees	120 Degrees
90.	Post Repair Drive End Bearing Shaft	Fit Condition	
91.	Post Repair Drive End Opposite Drive	End Bearing Shaft Fit	
	0 Degrees	60 Degrees	120 Degrees
	-		
92.	Post Repair Drive End Opposite Drive	End Bearing Shaft Fit Condition	
93.	Post Repair Drive End - End Bell Bear	ring Fit	
	0 Degrees	60 Degrees	120 Degrees
94.	Post Repair Drive End - Endbell Beari	ng Fit Condition	

95. Post Repair Opposite Drive End - End Bell Bearing Fit 0 Degrees 60 Degrees

120 Degrees





- 96. Post Repair Opposite Drive End Endbell Bearing Fit Condition
- 97. Post Repair Bearing Cap Condition Drive End Opposite Drive End
- 98. Post Repair End Bell Air Seal Fits Drive End Air Seal Opp

Opposite Drive End Air Seal

99. Signature of Tech Performing Mechanical Repairs

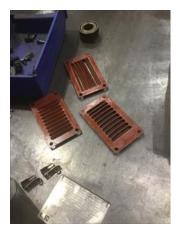
Assembly

100. Take Pictures of all Major Components Prior to Reassembly













Field



Armature and inter poles

101. Verify Brush Box Holder Seated Properly	101. Verify Brush Box Holders Have the Proper Clearance, and Brushes have been Seated Properly		
102. Assembled Shaft End Pl	2. Assembled Shaft End Play and Runout		
Shaft Endplay	Shaft Endplay Shaft Runout		
103. Perform No-Load Test R	03. Perform No-Load Test Run, Record Armature Voltage and Current		
Voltage	Current		



 104. Perform No-Load Test Run, Record Field Voltage and Current

 Voltage
 Current

 202.8
 1.4



105. Document Vibration Readings Drive End			
Horizontal	Vertical	Axial	
106. Document Vibration Read	106. Document Vibration Readings Opposite Drive End		
Horizontal	Vertical	Axial	

107. Perform Full-Load Test Run, Record Armature Voltage and Current Voltage Current 108. Perform Full-Load Test Run, Record Field Voltage and Current Voltage Current 109. Document Vibration Readings Under Full Load Drive End Axial 101. Document Vibration Readings Under Full Load Opposite Drive End Axial 101. Document Vibration Readings Under Full Load Opposite Drive End Axial 111. Ambient Temperature Axial 112. Drive End Bearing Temps Under Full Load Axial 113. Opposite Drive End Bearing Temps Under Full Load 15 Minutes 114. Final Test Run Sign-Off 10 Minutes				
108. Perform Full-Load Test Run, Record Field Voltage and Current Voltage Current 109. Document Vibration Readings Under Full Load Drive End Axial 110. Document Vibration Readings Under Full Load Opposite Drive End Axial 111. Document Vibration Readings Under Full Load Opposite Drive End Axial 111. Ambient Temperature Image: Composite Drive End 112. Drive End Bearing Temps Under Full Load Image: Composite Drive End 113. Opposite Drive End Bearing Temps Under Full Load Image: Composite Drive End 113. Opposite Drive End Bearing Temps Under Full Load Image: Composite Drive End Bearing Temps Under Full Load I13. Opposite Drive End Bearing Temps Under Full Load Image: Composite Drive End Bearing Temps Under Full Load I14. Opposite Drive End Bearing Temps Under Full Load Image: Composite Drive End Bearing Temps Under Full Load	107.	107. Perform Full-Load Test Run, Record Armature Voltage and Current		
Voltage Current 109. Document Vibration Readings Under Full Load Drive End Horizontal Vertical Axial 110. Document Vibration Readings Under Full Load Opposite Drive End Axial 111. Document Vibration Readings Under Full Load Opposite Drive End Axial 111. Ambient Temperature Image: Constraint of the temperature 111. Ambient Temperature Image: Constraint of temperature 112. Drive End Bearing Temps Under Full Load Image: Constraint of temperature 113. Opposite Drive End Bearing Temps Under Full Load Image: Constraint of temperature 113. Opposite Drive End Bearing Temps Under Full Load Image: Constraint of temperature 113. Opposite Drive End Bearing Temps Under Full Load Image: Constraint of temperature 113. Opposite Drive End Bearing Temps Under Full Load Image: Constraint of temperature 114. Opposite Drive End Bearing Temps Under Full Load Image: Constraint of temperature 115. Image: Constraint of temperature Image: Constraint of temperature 114. Opposite Drive End Bearing Temperature Image: Constraint of temperature Image: Constraint of temperature Image:		Voltage	Current	
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Horizontal Vertical Axial 110. Document Vibration Readings Under Full Load Opposite Drive End Horizontal Vertical Axial 111. Ambient Temperature 10 Initial Solution Soluti Soluti Solution Solution Soluti Solution Solution Sol		Voltage	Current	
Horizontal Vertical Axial 110. Document Vibration Readings Under Full Load Opposite Drive End Horizontal Vertical Axial 111. Ambient Temperature 10 Initial Solution Soluti Soluti Solution Solution Soluti Solution Solution Sol				
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Horizontal Vertical Axial 111. Ambient Temperature		Horizontal	Vertical	Axial
Horizontal Vertical Axial 111. Ambient Temperature				
111. Ambient Temperature 112. Drive End Bearing Temps Under Full Load 5 Minutes 10 Minutes 113. Opposite Drive End Bearing Temps Under Full Load 5 Minutes 10 Minutes 113. Opposite Drive End Bearing Temps Under Full Load 5 Minutes 10 Minutes	110.	Document Vibration Readings Under	Full Load Opposite Drive End	
112. Drive End Bearing Temps Under Full Load 15 Minutes 5 Minutes 10 Minutes 113. Opposite Drive End Bearing Temps Under Full Load 15 Minutes 5 Minutes 10 Minutes		Horizontal	Vertical	Axial
112. Drive End Bearing Temps Under Full Load 15 Minutes 5 Minutes 10 Minutes 113. Opposite Drive End Bearing Temps Under Full Load 15 Minutes 5 Minutes 10 Minutes				
5 Minutes 10 Minutes 15 Minutes 113. Opposite Drive End Bearing Temps Under Full Load 5 Minutes 10 Minutes 5 Minutes 10 Minutes 15 Minutes				
113. Opposite Drive End Bearing Temps Under Full Load 5 Minutes 10 Minutes 15 Minutes	112.	Drive End Bearing Temps Under Full	Load	
5 Minutes 10 Minutes 15 Minutes		5 Minutes	10 Minutes	15 Minutes
5 Minutes 10 Minutes 15 Minutes				
	113.	Opposite Drive End Bearing Temps U	Inder Full Load	
114. Final Test Run Sign-Off		5 Minutes	10 Minutes	15 Minutes
114. Final Test Run Sign-Off				
	114.	Final Test Run Sign-Off		

115. Document Final Condition With Pictures



116. Final QC Sign-Off





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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. 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

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.