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LR Motor Shop Repairs

Job Number 100095

Prepared for ConAgra (10859-CON)

3100 E. Main St.
Russellville AR 72801

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

AC Recondition As Found

ConAgra (10859-CON)

3100 E. Main St.
Russellville, AR 72801

FolderID: 100095
FormID: 14196599

AC Recondition - Rev. 2

Location: MOTOR SHOP LR

Serial Number: W2000069904-1-K

Description: 400HP RAM INDUSTRIES
3600RPM 5008DZ

Hi-Speed Job Number: 100095

Manufacturer: Other

Product Number: NY3KB29250ZBFH7

Serial Number: W2000069904-1-K

HP/kW: 400 (HP)

RPM: 3570 (RPM)

Frame: 5008DZ

Voltage: 2300/4160

Current: 88/49

Phase: Three

Hz: 60 (Hz)

Service Factor: 1.15

Enclosure: ODP

J-box Included: None

Coupling/Sheave: None

Bearing RTDs: No

Stator RTDs: No

Repair Stage: Final

Rewind: Yes

Heaters: No

Winding Type : Random Wound

Bearing Type: Rolling Element

Priorities Found: ● 1 - High ● 6 - Good

Overall Condition

1. Report Date
2. Nameplate Picture
3. Photos of all six sides of the machine.

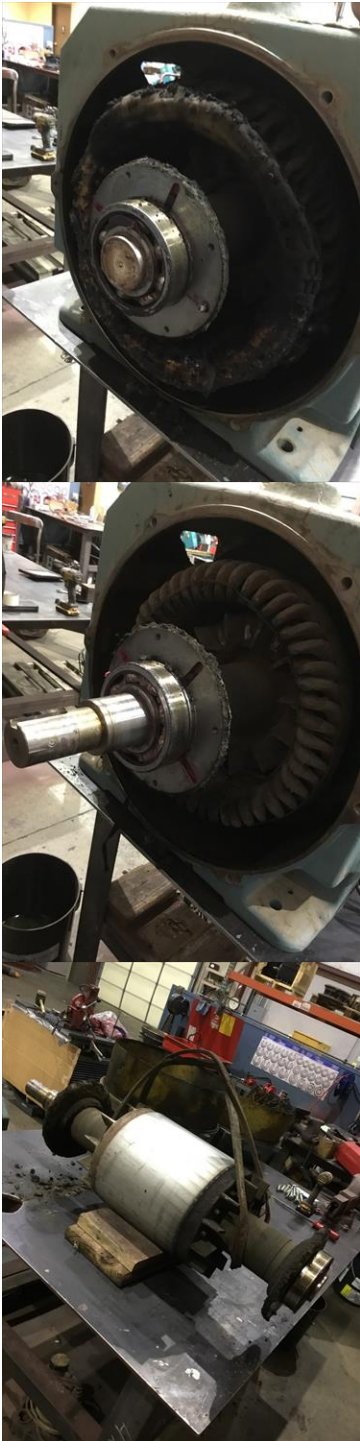
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4. Describe the Overall Condition of the Equipment as Received

Dirty

Initial Mechanical/Electrical

5. Does Shaft Turn Freely?	(Yes) Yes
6. Does Shaft Have Visible Damage?	(No) No
7. Assembled Shaft Runout	
8. Assembled Shaft End Play	
9. Air Gap Variation <10%	
10. Lead Condition	(P) Pass
11. Lead Length	30 Inches
12. Frame Condition	pass
13. Fan Condition	(N) NA
14. Broken or Missing Components	na

Initial Electrical Inspection

15. Insulation Resistance/Megger

16. Winding Resistance

1-2

1-3

2-3

17. Perform Surge Test (NA) Not Applicable






Overloaded

18. Stator Condition



Mechanical Inspection

19. Drive End Bearing Number-	6316
20. Drive End Bearing Qty.	1
21. Drive End Bearing Type	(Ball) Ball Bearing
22. Drive End Lubrication Type	(Grease) Grease Lubricated
23. Drive End Bearing Insulation or Grounding Device?	na
24. Drive End Wavy Washer/Snap-Ring Other Retention Device?	na
25. Drive End Bearing Condition	<i>signs of contamination, mixed grease, and overly greased</i>
26. Opposite Drive End Bearing Number-	6316
27. Opposite Drive End Bearing Qty.	1
28. Opposite Drive End Bearing Type	(Ball) Ball Bearing
29. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
30. Opposite Drive End Bearing Insulation or Grounding Device?	na

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31. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	wavy washer	
32. Opposite Drive End Bearing Condition	 signs of contamination, mixed grease, and overly greased	
33. Drive End Seal	na	
34. Opposite Drive End Seal	na	
Rotor Inspection		
35. Rotor Type/Material	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast	
36. Growler Test	(Pass) Pass	
37. Number of Rotor Bars		
38. Rotor Condition	pass	
39. List the Parts needed for the Repair Below	Rewind 6316x2	
40. Signature of Technician that Disassembled Motor		
Mechanical Fits- Rotor		
41. Shaft Runout		
42. Rotor Runout		
Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
43. Coupling Fit Closest to Bearing Housing		
0 Degrees	90 Degrees	120 Degrees
44. Coupling Fit Closest to the end of the Shaft		
0 Degrees	60 Degrees	120 Degrees
45. Drive End Bearing Shaft Fit		
0 Degrees	60 Degrees	120 Degrees
 Pass		
46. Drive End Bearing Shaft Fit Condition	(P) Pass	
47. Opposite Drive End Bearing Shaft Fit		
0 Degrees	60 Degrees	120 Degrees
 Pass		
48. Opposite Drive End Bearing Shaft Fit Condition	(P) Pass	
49. Shaft Air Seal Fits		
Drive End Air Seal	Opposite Drive End Air Seal	
Mechanical Fits- Bearing Housings		
50. Drive End - Endbell Bearing Fit		
0 Degrees	60 Degrees	120 Degrees
 Pass		
51. Drive End - Endbell Bearing Fit Condition	(P) Pass	

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52. Opposite Drive End - Endbell Bearing Fit		
0 Degrees	60 Degrees	120 Degrees
<div> <div></div> <div>Pass</div> </div>		
53. Opposite Drive End - Endbell Bearing Fit Condition		(P) Pass
54. Bearing Cap Condition		
Drive End Bearing Cap	Opposite Drive End Bearing Cap	
<div> <div></div> <div>Pass</div> </div>		
		
55. End Bell Air Seal Fits		
Drive End Air Seal	Opposite Drive End Air Seal	
56. List Machine Work Needed Below		
Na		
57. Technician		Cw
		
Dynamic Balance Report		
58. Rotor Weight and Balance Grade		
Rotor Weight	Balance Grade	
59. Initial Balance Readings		
Drive End	Opposite Drive End	
60. Final Balance Readings		
Drive End	Opposite Drive End	
61. Technician		
Rewind		
62. Core Test Results - Watts loss per Pound		
Pre-Burnout	Post Burnout	

63. Core Hot Spot Test			
Pre-Burnout	Post-Burnout		
64. Post Rewind Electrical Test- Insulation Resistance			
65. Post Rewind Polarization Index			
66. Post Rewind Winding Resistance			
1-2	1-3	2-3	
67. Post Rewind Surge Test			
68. Post Rewind Hi-Pot			
69. Technician			
Root Cause of Failure			
70. Failure locations			
<i>Bearings and windings</i>			
71. Root cause of failure			
<i>Mixed grease, signs of contamination, and over loaded</i>			
Mechanical Fits- Rotor - Post Repair			
72. Shaft Runout Post Repair			
73. Rotor Runout Post Repair			
Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
74. Coupling Fit Closest to Bearing Housing Post Repair			
0 Degrees	90 Degrees	120 Degrees	
75. Coupling Fit Closest to the end of the Shaft Post Repair			
0 Degrees	60 Degrees	120 Degrees	
76. Drive End Bearing Shaft Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
77. Opposite Drive End Bearing Shaft Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
78. Shaft Air Seal Fits Post Repair			
Drive End Air Seal	Opposite Drive End Air Seal		
79. Shaft Repair Sign-off			
Mechanical Fits- Bearing Housings - Post Repair			
80. Drive End - Endbell Bearing Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
81. Opposite Drive End - Endbell Bearing Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
82. Bearing Cap Condition Post Repair			
Drive End Bearing Cap	Opposite Drive End Bearing Cap		

83.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
84.	End Bell Repair Sign-off		
Assembly			
85.	Photograph All Major Components prior to assembly		
86.	Final Insulation Resistance Test		
87.	Assembled Shaft Endplay		
88.	Assembled Shaft Runout		
89.	Test Run Voltage		
	Volts	Volts	Volts
90.	Test Run Amperage		
	Amps	Amps	Amps
91.	Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
92.	Opposite Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
93.	Ambient Temperature - Fahrenheit		
94.	Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
	91	105	107
	110	112	118
95.	Opposite Drive End Bearing Temps - Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
	98	116	122
	125	127	132
96.	Final Test Run Sign-off		
97.	Document Final Condition with Pictures after paint		





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98. Final Pics and QC Review



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

AC Form Coil Winding Report

FolderID: 100095
FormID: 14270580

ConAgra (10859-CON)
3100 E. Main St.
Russellville, AR 72801

Priorities Found:

General

1. Job Number
2. Report Date
3. Customer



Name Plate Information

4. Manufacturer
5. Model
6. Serial Number
7. Horsepower
8. KW
9. Volts
10. Amps

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11.	RPM
12.	Frame
13.	Enclosure
14.	Cycles
15.	Phase
16.	Service Factor
17.	Motor Mount Position
Initial Inspection	
18.	Number of Leads
19.	Lead Length
20.	Lead Size
21.	Lead Condition
22.	Lead Markings
23.	Lug Size, Condition, and Type
24.	Winding RTD's
25.	Winding Rtd's Condition
26.	Shaft Run Out
27.	Does Shaft Turn Freely
28.	Does Shaft Have Visible Damage
29.	Bearing Rtd's
30.	Bearing Rtd's Condition
31.	Contamination
32.	Frame Condition
33.	Fan Condition
34.	Broken or missing components
Initial Electric Test	
35.	Resistance to Ground
36.	Winding Resistance 1-2
37.	Winding Resistance 2-3
38.	Winding Resistance 1-3
39.	Resistive Imbalance
40.	Hi-Pot
41.	Surge Test
42.	Stator Condition
43.	Failure Location
Initial Rotor Inspection	
44.	Rotor Type
45.	Air Gap <10% Variation
46.	Number of Rotor Bars
47.	Number of Broken Rotor Bars
48.	Growler Test
49.	Rotor Condition
Mechanical Inspection	
50.	Bearing Manufacture
51.	Bearing DE Size
52.	Bearing DE Type
53.	DE Bearing Qty.

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54.	Bearing ODE Size
55.	Bearing ODE Type
56.	ODE Bearing Size
57.	Insulated Bearing
58.	Lubrication Type
59.	Grease Condition
60.	Bearing Retainers
61.	Shaft Grounding Device
62.	DE Seal
63.	DE Seal Type/Size
64.	ODE Seal
65.	ODE Seal Type/Size
Root Cause of Failure	
66.	Component Failure
67.	Cause of Failure
68.	Comments
69.	Service Technician
Stator Winding	
70.	Core Length
71.	Core ID
72.	Back Iron Depth
73.	Finger Plate Width
74.	Overall Coil Length
75.	Connection End Extension Length
76.	Opposite Connection End Extension Length
77.	Straight Length Bottom Side
78.	Straight Length Top Side
79.	Small knuckle drop Connection End
80.	Small knuckle drop opposite connection end
81.	Large knuckle drop connection end
82.	Large knuckle drop opposite connection end
83.	Connection Support Ring from Core
84.	Opposite Connection Support Ring from core
85.	Connection Support Ring Id
86.	Opposite Connection Support Ring ID
87.	Slot Depth
88.	Slot depth under wedge
89.	Slot Width
90.	Lead Location
91.	Coil Type
92.	Tooth Width
93.	Number of Vents
94.	Vent Width
95.	Before Burnout Core loss
96.	Flux Before Burnout
97.	Watts before burnout
98.	Watts loss per lb. before burnout

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99. After Burnout Core Loss
100. Flux After burnout
101. Watts After Burnout
102. Watts loss per lb After Burnout
103. Core Iron Condition
104. RTD's
105. RTD's Reading
106. Motor Heaters
107. Heater Qty.
108. Heater Voltage
109. Heater Wattage
110. Thermistors
111. Number of Poles
112. Slots
113. Number of Coils
114. Coil Weight
115. Lead Markings
116. Grouping
117. Wire Size
118. Turns per coil
119. Total Wires in parallel
120. Wire Insulation
121. Iron Skewed
122. Pitch 1 to:
123. Connection
124. Lead Length
125. Lead Size
126. Number of Leads
127. Megger Reading After Rewind
128. Coil Machine Slot
129. Coil Machine Tip
130. Coil Machine Pitch
131. Hi Pot Reading After Rewind
132. Surge Pattern After Rewind
133. Service Technician
Machine Fit Inspection Report
134. Shaft Run Out
135. Initial Shaft Run Out
136. Final Shaft Run Out
137. DE Bearing Shaft Fit
138. DE Initial Shaft Bearing Fit 1
139. DE Finial Shaft Bearing Fit 1
140. DE Initial Shaft Bearing Fit 2
141. DE Finial Shaft Bearing Fit 2
142. DE Initial Shaft Bearing Fit 3
143. DE Finial Shaft Bearing Fit 3
144. ODE Bearing Shaft Fit

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145. ODE Initial Shaft Bearing Fit 1
146. ODE Finial Shaft Bearing Fit 1
147. ODE Initial Shaft Bearing Fit 2
148. ODE Finial Shaft Bearing Fit 2
149. ODE Initial Shaft Bearing Fit 3
150. ODE Finial Shaft Bearing Fit 3
151. DE Air Seal Shaft Fit
152. DE Initial Air Seal Shaft Size
153. DE Final Air Seal Shaft Size
154. ODE Air Seal Shaft Fit
155. ODE Initial Air Seal Shaft Size
156. ODE Final Air Seal Shaft Size
157. DE Endbell Fit
158. DE Initial Endbell Fit Size 1
159. DE Final Endbell Fit Size 1
160. DE Initial Endbell Fit Size 2
161. DE Finial Endbell Fit Size 2
162. DE Initial Endbell Fit Size 3
163. DE Final Endbell Fit Size 3
164. DE Endbell Fit Insulated
165. DE Endbell Air Seal Fit
166. Initial Endbell Air Seal Fit Size
167. Finial Endbell Air Seal Fit Size
168. ODE Endbell Fit
169. ODE Endbell Fit Insulated
170. ODE Endbell Air Seal Fit
171. ODE Initial Endbell Seal Fit Size
172. ODE Finial Endbell Seal Fit Size
173. Foot Flatness
174. Foot Condition
175. Flange Condition
176. Service Technician
Balancing Report
177. Balance Type
178. Balance Operating Speed
179. Start Left End
180. Start Right End
181. Balancing Specification
182. Finish Left End
183. Finish Right End
184. Service Technician
Assembly and Final Test
185. Meggar Testing Reading
186. Surge Test
187. Hi-Pot
188. Winding Resistance 1-2
189. Winding Resistance 2-3

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190. Winding Resistance 1-3
191. Test Run Voltage Phase A
192. Test Run Amps A
193. Test Run Voltage Phase B
194. Test Run Amps B
195. Test Run Voltage Phase C
196. Test Run Amps C
197. DE Horizontal Vibration Reading
198. DE Vertical Vibration Reading
199. DE Axial Vibration Reading
200. ODE Horizontal Vibration Reading
201. ODE Vertical Vibration Reading
202. ODE Axial Vibration Reading
203. Ambient Temp at start of Test Run
204. Temp at 5 minutes
205. Temp at 10 minutes
206. Temp at 15 minutes
207. Temp at 20 minutes
208. Temp at 25 minutes
209. Temp at 30 minutes
210. Temp at 35 minutes
211. Temp at 40 minutes
212. Temp at 45 minutes
213. Temp at 50 minutes
214. Temp at 55 minutes
215. Temp at 60 minutes
216. Motor Paint
217. Service Technician



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3. **SCOPE OF GOODS AND/OR SERVICES.** 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. **BILLING AND PAYMENT TERMS.** 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 Buyer 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 PARTICULAR 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. **SEVERABILITY.** 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. **ABANDONED EQUIPMENT.** 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, earthquake, 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. **NONWAIVER.** 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.