

# EVERY DAY SINCE 1946

LR Motor Shop Repairs

# Job Number 100346

Prepared for Georges Inc

1810 S. St. Louis Street Batesville AR 72501

# Table of Contents

Submersible Pump Repair Report - Shop



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

> FolderID: 100346 FormID: 14657096

## Submersible Pump Repair Report

Georges Inc 1810 S. St. Louis Street Batesville, AR 72501

Submersible Pump Repair Report	Make:	PEABODY BARNES
Location: Shop	HP:	24 (HP)
Serial Number: NO NP	Model:	6SE-2004
Description:24HP PEABODY BARNES	V:	460 (V)
1200RPM SUB PUMP	A:	31.8 (A)
	RPM:	1150 (RPM)
	Hz:	60 (Hz)
	Phase:	3
riorities Found: A 36 - Good		

#### Priorities Found: **36 - Good**

Gene	ral	
1.	Job Number	100346
2.	Report Date	
3.	Customer	George's
Initial	I Pump Inspection	

4. Power Cord Wire Size

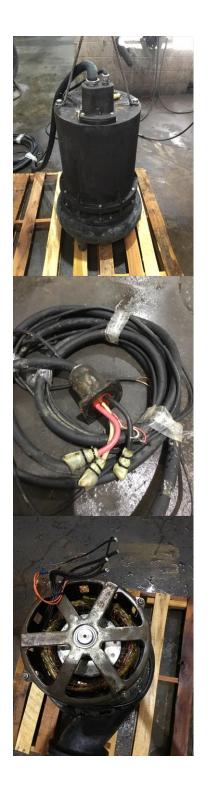




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## 2 AWG















5.		
	Power Cord # of Conductors	4
6.	Power Cord Length	30 ft
7.	Power Cord Condtion	(P) Pass
8.	Sensor Cord Wire Size	16 AWG
9.	Sensor Cord # of Conductors	5
10.	Sensor Cord Length	30 ft
11.	Sensor Cord Condition	(P) Pass
12.	Sensor Cord for Thermal Protection?	(Y) Yes
13.	Sensor Cord for Water Protection	(Y) Yes
14.	Bowl Condition	(P) Pass
15.	Impeller Condition	(P) Pass
16.	Number of Wear Rings	1
17.	Wear Ring Condition	(P) Pass
18.	Wear Ring Size	5.75 in
19.	Wear Ring Clearance to Impeller	0.03 in
20.	Wear Ring Material	brass
21.	Seal Surfaces Condition	(P) Pass
22.	Seal Type	Mechanical
23.	Number of Seals	2
24.	Seal Material on Rotary Face	carbon
05		
25.	Seal Material on Stationary Seat	ceramic
25. 26.	Seal Material on Stationary Seat Elastic Component Material	ceramic Viton
	Elastic Component Material	
26.	Elastic Component Material Seal OD	Viton
26. 27.	Elastic Component Material Seal OD Seal ID	Viton 2.625 mm
26. 27. 28. 29.	Elastic Component Material Seal OD Seal ID	Viton 2.625 mm 1.875 in
26. 27. 28. 29.	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition	Viton 2.625 mm 1.875 in n/a
26. 27. 28. 29. 30.	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition	Viton 2.625 mm 1.875 in n/a (P) Pass
<ol> <li>26.</li> <li>27.</li> <li>28.</li> <li>29.</li> <li>30.</li> <li>31.</li> <li>32.</li> </ol>	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition Water Sensor in Seal Cavity?	Viton 2.625 mm 1.875 in n/a (P) Pass (Y) Yes
<ol> <li>26.</li> <li>27.</li> <li>28.</li> <li>29.</li> <li>30.</li> <li>31.</li> <li>32.</li> <li>33.</li> </ol>	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition Water Sensor in Seal Cavity? Oil Filled Seal Cavity?	Viton 2.625 mm 1.875 in n/a (P) Pass (Y) Yes (Y) Yes
26. 27. 28. 29. 30. 31. 32. 33.	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition Water Sensor in Seal Cavity? Oil Filled Seal Cavity? Oil Filled Stator?	Viton 2.625 mm 1.875 in n/a (P) Pass (Y) Yes (Y) Yes
26. 27. 28. 29. 30. 31. 32. 33. <b>nitial</b>	Elastic Component Material Seal OD Seal ID Seal Sleeve Material Seal Plate Condition Water Sensor in Seal Cavity? Oil Filled Seal Cavity? Oil Filled Stator? Inspection Number of Leads	Viton 2.625 mm 1.875 in n/a (P) Pass (Y) Yes (Y) Yes (Y) Yes (Y) Yes

-	Lead Condition	(P) Pass
38.	0	n/a
39.	Lead Size for Oil Filled Stator	10 AWG
40.	Lug Size, Condition, and Type	
41.		(NA) Not Applicable
42.	Winding RTD's	(NA) Not Applicable
43.	Winding Rtd's Condition	(NA) Not Applicable
44.		0
	Does Shaft Turn Freely	yes
	Does Shaft Have Visible Damage	yes
	Bearing Rtd's	(NA) Not Applicable
	-	
	Bearing Rtd's Condition	(NA) Not Applicable
49.		
	None found	
-	Frame Condition	(P) Pass
	Fan Condition	(NA) Not Applicable
52.	Broken or missing components	
	N/a	
Initial	Electric Test	
53.	Resistance to Ground	2000 Mohm
54.	Winding Resistance 1-2	
55.	Winding Resistance 2-3	
56.	Winding Resistance 1-3	
57.	Resistive Imbalance	
58.	Hi-Pot	
59.		(P) Pass
-	Stator Condition	good
	Failure Location	9000
• • •		
	Rotor Inspection	cost eluminum
	Rotor Type	cast aluminum
	Air Gap <10% Variation	
64.		55
65.	Number of Broken Rotor Bars	0
66.	Growler Test	(P) Pass
67.	Rotor Condition	(NA) Not Applicable
Mecha	anical Inspection	
68.	Bearing Manufacturer	koyo
69.	Bearing DE Size	5310CD3
70.	Bearing DE Type	double deep groove ball
71.		1
72.		207MFF
73.		deep groove ball
74.	ODE Bearing Qty.	1
75.	Insulated Bearing	n/a
	-	oil
76.	Lubrication Type	
77.	Grease Condition	(NA) Not Applicable

	78.	Bearing Retainers		(NA) Not Applicable
		Shaft Grounding Device		(NA) Not Applicable
		DE Seal		(NA) Not Applicable
		DE Seal Type/Size		( )
		ODE Seal		(NA) Not Applicable
		ODE Seal Type/Size		
		Cause of Failure		
		Component Failure		lower seal
		Cause of Failure		
Ŭ	00.		t wore into the shaft just outside of the lower sea	al
3	86.	Comments	· · · · · · · · · · · · · · · · · · ·	
Ŭ	00.	Repair shaft. New seals, new bearings		
5	87	Service Technician		David Maclin
		p	$\overline{}$	
		ne Fit Inspection Report		
		Shaft Run Out		(P) Pass
		Initial Shaft Run Out		0 "
		Final Shaft Run Out		
		DE Bearing Shaft Fit		(P) Pass
ĝ	92.	DE Initial Shaft Bearing Fit Size		
		Measure 1	Measure 2	Measure 3
		1.969	1.969	1.969
õ	93.	DE Final Shaft Bearing Fit Size		
		Measure 1	Measure 2	Measure 3
		ODE Bearing Shaft Fit		(P) Pass
	95.	ODE Initial Shaft Bearing Fit Size		
	95.	ODE Initial Shaft Bearing Fit Size Measure 1	Measure 2	(P) Pass Measure 3
g	95.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782	Measure 2 1.3782	
g	95. 96.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size	1.3782	Measure 3
g	95. 96.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782		
ç	95. 96.	ODE Initial Shaft Bearing Fit Size Measure 1 <b>1.3782</b> ODE Final Shaft Bearing Fit Size Measure 1	1.3782	Measure 3
g	95. 96. 97.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit	1.3782	Measure 3
g	95. 96. 97. 98.	ODE Initial Shaft Bearing Fit Size Measure 1 <b>1.3782</b> ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size	1.3782 Measure 2	Measure 3
g	95. 96. 97. 98.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit	1.3782	Measure 3
9 9 9 9 9	95. 96. 97. 98.	ODE Initial Shaft Bearing Fit Size Measure 1 <b>1.3782</b> ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size	1.3782 Measure 2	Measure 3
9 9 9 9 9 9 9 9	95. 96. 97. 98. 99.	ODE Initial Shaft Bearing Fit Size Measure 1 <b>1.3782</b> ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial	1.3782 Measure 2	Measure 3
9 9 9 9 9 9 9 9 9 9 9 9 9	<ul><li>95.</li><li>96.</li><li>97.</li><li>98.</li><li>99.</li><li>100.</li></ul>	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial ODE Air Seal Shaft Fit ODE Air Seal Shaft Fit	1.3782 Measure 2 Final	Measure 3
9 9 9 9 9 9 9 9 9 9 9 9 9	<ul><li>95.</li><li>96.</li><li>97.</li><li>98.</li><li>99.</li><li>100.</li></ul>	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial ODE Air Seal Shaft Fit	1.3782 Measure 2	Measure 3
9 9 9 9 9 9 9 9	95. 96. 97. 98. 99.	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial ODE Air Seal Shaft Fit ODE Air Seal Shaft Fit	1.3782 Measure 2 Final	Measure 3
9 9 9 9 9 9 10	<ul><li>995.</li><li>996.</li><li>997.</li><li>998.</li><li>999.</li><li>100.</li><li>101.</li></ul>	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial ODE Air Seal Shaft Fit ODE Air Seal Shaft Fit	1.3782 Measure 2 Final	Measure 3 Measure 3
99 99 99 99 91 10	<ul> <li>95.</li> <li>96.</li> <li>97.</li> <li>98.</li> <li>99.</li> <li>00.</li> <li>101.</li> <li>102.</li> </ul>	ODE Initial Shaft Bearing Fit Size Measure 1 1.3782 ODE Final Shaft Bearing Fit Size Measure 1 DE Air Seal Shaft Fit DE Air Seal Shaft Size Initial ODE Air Seal Shaft Fit ODE Air Seal Shaft Fit ODE Air Seal Shaft Fit DE Endbell Fit	1.3782 Measure 2 Final	Measure 3 Measure 3

103	DE Final Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
			incasure 5
104.	DE Endbell Fit Insulated		
105.	DE Endbell Air Seal Fit		
106.	DE Endbell Air Seal Fit Size		
	Initial	Final	
107.	ODE Endbell Fit		(P) Pass
108.	ODE Initial Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
	2.8345	2.8344	2.8345
109.	ODE Final Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
110.	ODE Endbell Fit Insulated		
111.	ODE Endbell Air Seal Fit		
112.	ODE Endbell Air Seal Fit Size		
	Initial	Final	
440			
113.	Foot Flatness		(NA) Not Applicable
-	Foot Condition		(NA) Not Applicable (NA) Not Applicable
) 114. ) 115.			
) 114. ) 115.	Foot Condition Flange Condition		(NA) Not Applicable (P) Pass
114. 115. 116.	Foot Condition Flange Condition		(NA) Not Applicable (P) Pass
114. 115. 116.	Foot Condition Flange Condition Service Technician		(NA) Not Applicable (P) Pass
<ul> <li>114.</li> <li>115.</li> <li>116.</li> </ul> Balant 117.	Foot Condition Flange Condition Service Technician		(NA) Not Applicable (P) Pass David Maclin
<ul> <li>114.</li> <li>115.</li> <li>116.</li> </ul> Balant <ul> <li>117.</li> <li>117.</li> <li>118.</li> </ul>	Foot Condition Flange Condition Service Technician		(NA) Not Applicable (P) Pass David Maclin
<ul> <li>114.</li> <li>115.</li> <li>116.</li> </ul> Balane <ul> <li>117.</li> <li>118.</li> <li>119.</li> </ul>	Foot Condition Flange Condition Service Technician Cing Report Balance Type Balance Operating Speed		(NA) Not Applicable (P) Pass David Maclin
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> </ul>	Foot Condition Flange Condition Service Technician Contempore Balance Type Balance Operating Speed Start Left End		(NA) Not Applicable (P) Pass David Maclin
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> </ul>	Foot Condition Flange Condition Service Technician Cing Report Balance Type Balance Operating Speed Start Left End Start Right End		(NA) Not Applicable (P) Pass David Maclin dynamic 270.8 RPM 0.97 Mills 0.83 Mills
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> <li>122.</li> </ul>	Foot Condition Flange Condition Service Technician Cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification		(NA) Not Applicable (P) Pass David Maclin dynamic 270.8 RPM 0.97 Mills 0.83 Mills 2.0
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> <li>122.</li> <li>123.</li> </ul>	Foot Condition Flange Condition Service Technician Service Technician Constant Service Technician Service Technician Se		(NA) Not Applicable (P) Pass David Maclin dvnamic 270.8 RPM 0.97 Mills 0.83 Mills 2.0 0.97 Mills
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> <li>122.</li> <li>123.</li> </ul>	Foot Condition Flange Condition Service Technician Cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End		(NA) Not Applicable (P) Pass David Maclin dynamic 270.8 RPM 0.97 Mills 0.83 Mills 2.0 0.97 Mills 0.83 Mills
<ul> <li>114.</li> <li>115.</li> <li>116.</li> <li>116.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> <li>122.</li> <li>122.</li> <li>123.</li> <li>124.</li> </ul>	Foot Condition Flange Condition Service Technician Cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End		(NA) Not Applicable (P) Pass David Maclin dynamic 270.8 RPM 0.97 Mills 0.83 Mills 2.0 0.97 Mills 0.83 Mills































126. Stator Housing Refilled with Oil (if required)	(Y) Yes
127. Stator Pressure Test	(P) Pass
128. Seal Cavity Pressure Test	



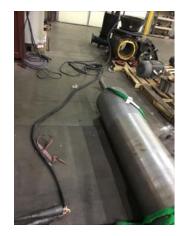
129. Time Under Pressure	15 min
130. Overload Continuity	(P) Pass
131. Water Sensor Open?	(Y) Yes
132. Meggar Testing Reading	2000 Mohm
133. Surge Test	
134. Hi-Pot	
135. Winding Resistance	

(P) Pass

#### 136. Test Run

	(B) 0.4 4	P		Technologi	es.	
			pai	t winding #1		
Customer:	GEORGES		-	Contact Phone: Date	11/17/2022	
Job Number: Sectul No: Manufacturer:				Voltage: Current Horsepower:	400 21.8 24	
Model: Type: Frame: Enclosure:	855-2004 3-Phase induction			Power Factor's Efficiency: Field V:	1150	
Poles				Field &:		_
and the second second second	(I) 5-C(V) CA2			C (A)		
Taxiet By	12 120				Dela	

137.	Test Run Voltage			
	Phase A	Phase B	Phase C	
	459	458	459	
138.	Test Run Current			
	Phase A	Phase B	Phase C	
	11.8	12	11.6	
139.	DE Vibration Reading			
	Horizontal	Vertical	Axial	
140.	ODE Vibration Reading			
	Horizontal	Vertical	Axial	
	Ambient Temp at start of Test Run			
	Temp at 5 minutes			
	Temp at 10 minutes			
	Temp at 15 minutes			
	Temp at 20 minutes			
	Temp at 25 minutes			
	Temp at 30 minutes			
	Temp at 35 minutes			
	Temp at 40 minutes			
	Temp at 45 minutes Temp at 50 minutes			
	•			
	Temp at 55 minutes Temp at 60 minutes			
	Motor Paint			(P) Pass
	Service Technician		Da	vid Maclin
	1/2		Du	





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- 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.
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- 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** 

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- 10. <u>SEVERABILITY</u>. The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. <u>GOVERNING LAW AND JURISDICTION.</u> Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. <u>ABANDONED EQUIPMENT.</u> Hi-Speed requires that Buyer promptly pick up or provide shipment instructions for Buyer equipment or other Buyer property in Hi-Speed's possession. If equipment or other Buyer property is left with Hi-Speed and not picked up within six (6) months after Hi-Speed's final action related to the applicable property (e.g. evaluation, teardown, estimate, completion of services), Hi-Speed will consider such property abandoned and may dispose of it in accordance with applicable law. Buyer agrees to hold Hi-Speed harmless for any damage or claim for such abandoned property and acknowledges that Hi-Speed may discard or recycle it at Hi-Speed's sole and absolute discretion. Specifically, Hi-Speed may sell Buyer's abandoned property at a private or public sale and retain the proceeds to offset Hi-Speed's storage, inspection and servicing costs. For the avoidance of doubt, Hi-Speed reserves its statutory and other lawful liens for unpaid charges related to abandoned property.
- 13. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance of any party of the quotation, purchase order or these Standard Terms and Conditions to the extent that such delays or failures are caused by fire, flood, earth quake, explosion, war, embargo, government requirement, civil or military authority, acts of God, or any other circumstances beyond its reasonable control and not involving any fault or negligence on the party affected ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other party's delay and inability to perform may elect to (i) terminate such order or part thereof, or (ii) suspend the order for the duration of the Condition, if the Buyer is the suspending party, buy elsewhere comparable material to be sold under the order and apply to any commitment the purchase price of such purchase, and resume performance of the order once the Condition ceases, with an option in the affected party to extend the period of this order up to the length of the time the Condition endures.
- 14. <u>NONWAIVER</u>. No course of dealing or failure of either party to strictly enforce any term, right, or condition of these Standard Terms and Conditions will be construed as a waiver of such term, right or condition. Any waiver by Hi-Speed will only be in writing and will waive no succeeding breach of a term, right or condition.
- 15. <u>ASSIGNMENT.</u> The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, (i) to any subsidiary, (ii) pursuant to other financing, merger or reorganization or (iii) pursuant to any sale or transfer of substantially all of the assets of the assigning party. These Standard Terms and Conditions shall bind the heirs, successors and assigns of the parties hereto.
- 16. <u>NO INDIVIDUAL LIABILITY</u>. Notwithstanding any other agreement to the contrary, the Buyer agrees that in no event will the Buyer hold and HI-Speed owner, director, officer or employee personally liable for unintentional tortious conduct or conduct that constitutes the breach of any contract between HI-Speed and the Buyer, even if the HI-Speed owner, director, officer or employee is or could be construed to be a party to such contract.