

## 

# Motor Shop Repairs

## Job Number 97571

Prepared for Greenbrier Central (01238105)

7755 Highway 34 W Marmaduke AR 72443

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### **AC Recondition Repair Report**

**Greenbrier Central (01238105)** 7755 Highway 34 W Marmaduke, AR 72443 Performed By: Motor Shop LR 1 Date Completed: 12/4/2020 FolderID: 97571 FormID: 9375451

ene	eral		
1.	Job Number	97571	
2.	Report Date		
3.	Customer		
lame	Plate Information		O
4.	Manufacturer		
5.	Model		
6.	Serial Number		
7.	Horsepower		
8.	KW		
9.	Volts		
10.	Amps		
11.	RPM		
12.	Frame		
13.	Enclosure		
14.	Cycles		
15.	Phase		
	Service Factor		
17.	Motor Mount Position		
nitial	I Inspection		O
18.	Number of Leads	3	
19.	Lead Length	8 Inches	F
20.	Lead Size	4	
21.	Lead Condition	(P) Pass	
22.	Lead Markings	none	
23.	Lug Size, Condition, and Type		
	None		
24.	Winding RTD's		
25.	Winding Rtd's Condition		
26.	Shaft Run Out	0.001	
27.	Does Shaft Turn Freely	yes	
28.	<u> </u>	no	
29.	-		
30.	Bearing Rtd's Condition		
31.	Contamination		

<b>32</b>	Frame Condition	(P) Pass	P106
	Fan Condition	(1)1 433	1 100
	Broken or missing components		
54.	No		
Initial	Electric Test		
	Resistance to Ground	Mohm	
	DE iron offset = 1.958 ODE iron offset = 1.8875		
	Winding Resistance 1-2		
	Winding Resistance 2-3		
38.	Winding Resistance 1-3		
39.			
	Hi-Pot		
	Surge Test	(F) Fail	
	Stator Condition	rewind	
	Failure Location	in slot	
		III SIOL	
	Rotor Inspection		
	Rotor Type	cast aluminum	
	Air Gap <10% Variation	20	
46.		30	
	Number of Broken Rotor Bars	0	
<b>48</b> .		(P) Pass	
	Rotor Condition	(P) Pass	_
	anical Inspection		0
	Bearing Manufacture	ntn	D45
	Bearing DE Size	6211c3	P15
	Bearing DE Type	ball	
53.		1	
	Bearing ODE Size	6309lb	P43
55.	0 71	ball	
56.	ODE Bearing Qty.	1	
57.	Insulated Bearing	no	
_	Lubrication Type	grease	
<b>9</b> 59.		(P) Pass	
60.	<u> </u>		
	Shaft Grounding Device		
62.		(Y) Yes	
-	Missing		
63.	DE Seal Type/Size	50x72x8	
64.			
	ODE Seal Type/Size		
Root	Cause of Failure		
66.	Component Failure	windings	
67.	Cause of Failure		
	shorted coil		
68.	Comments		

	69.	Service Technician Trevor Hall	
N/	lachi	ne Fit Inspection Report	den
IV		Shaft Run Out (P) Pass	0
	71.	Initial Shaft Run Out 0.001 "	
		Final Shaft Run Out	
	73.	DE Bearing Shaft Fit  (P) Pass  PE Initial Objects Passing Fit Size 4	
	74.	DE Initial Shaft Bearing Fit Size 1  2.1656 "	
		DE Initial Shaft Bearing Fit Size 2  2.1656 "	
	76.	DE Initial Shaft Bearing Fit Size 3  2.1656 "	
	77.	DE Finial Shaft Bearing Fit Size 1	
	78.	DE Finial Shaft Bearing Fit Size 2	
	79.	DE Finial Shaft Bearing Fit Size 3	
	80.	ODE Bearing Shaft Fit (P) Pass	
	81.	ODE Initial Shaft Bearing Fit Size 1 1.772 "	
	82.	ODE Initial Shaft Bearing Fit Size 2 1.772 "	
	83.	ODE Initial Shaft Bearing Fit Size 3 1.772 "	
	84.	ODE Finial Shaft Bearing Fit Size 1	
	85.	ODE Finial Shaft Bearing Fit Size 2	
	86.	ODE Finial Shaft Bearing Fit Size 3	
	87.	DE Air Seal Shaft Fit	
	88.	DE Initial Air Seal Shaft Size	
	89.	DE Final Air Seal Shaft Size	
	90.	ODE Air Seal Shaft Fit	
	91.	ODE Initial Air Seal Shaft Size	
	92.	ODE Final Air Seal Shaft Size	
	93.	DE Endbell Fit (P) Pass	P129
	94.	DE Initial Endbell Fit Size 1 3.9377 "	
	95.	DE Initial Endbell Fit Size 2 3.9371 "	
	96.	DE Initial Endbell Fit Size 3 3.9374 "	
	97.	DE Final Endbell Fit Size 1	
	98.	DE Finial Endbell Fit Size 2	
	99.	DE Final Endbell Fit Size 3	
	100.	DE Endbell Fit Insulated	
	101.	DE Endbell Air Seal Fit	
	102.	Initial Endbell Air Seal Fit Size	
	103.	Finial Endbell Air Seal Fit Size	

P145

(P) Pass

3.9378 " 3.9374 "

3.9377 "

■ 104. ODE Endbell Fit

105. ODE Initial Endbell Fit Size 1

106. ODE Initial Endbell Fit Size 2107. ODE Initial Endbell Fit Size 3

108. ODE Final Endbell Fit Size 1109. ODE Final Endbell Fit Size 2110. ODE Final Endbell Fit Size 3

		ODE Endbell Fit Insulated		
		ODE Endbell Air Seal Fit		
		ODE Initial Endbell Seal Fit Size		
	114.	ODE Finial Endbell Seal Fit Size		
	115.	Foot Flatness		
	116.	Foot Condition		
	117.	Flange Condition	(P) Pass	P158
	118.	Service Technician Tres	vor Hall	
Ва	alan	cing Report		
	119.	Balance Type		
	120.	Balance Operating Speed		
	121.	Start Left End		
	122.	Start Right End		
	123.	Balancing Specification		
	124.	Finish Left End		
	125.	Finish Right End		
	126.	Service Technician		
As	ssen	mbly and Final Test	ı	О
		Meggar Testing Reading		
		Surge Test		
		Hi-Pot		
	130.	Winding Resistance 1-2		
		Winding Resistance 2-3		
		Winding Resistance 1-3		
		Test Run Voltage Phase A		
		Test Run Amps A		
		Test Run Voltage Phase B		
		Test Run Amps B		
		Test Run Voltage Phase C		
		Test Run Amps C		
		·	3 In/Sec	
		*	4 In/Sec	
		•	3 In/Sec	
			3 In/Sec	
		•	3 In/Sec	
			2 In/Sec	
		Ambient Temp at start of Test Run	Z 111/JEC	
		Temp at 10 minutes		
		Temp at 10 minutes		
		Temp at 15 minutes		
		Temp at 20 minutes		
		Temp at 25 minutes		
	151.	Temp at 30 minutes		





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

> FolderID: 97571 FormID: 9412354

### **AC Random Coil Rewind Report**

**Greenbrier Central (01238105)** 7755 Highway 34 W

Marmaduke, AR 72443

#### Priorities Found:

	nonties Found:	
Gene		
1.	Job Number	97571
2.	Report Date	
3.	Customer	GREENBRIER
Name	Plate Information	
4.	Manufacturer	P&H
5.	Model	
6.	Serial Number	
7.	Horsepower	1
8.	KW	
9.	Volts	
10.	Amps	
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.		
31.	Contamination	
32.	Frame Condition	
33.	Fan Condition	
34.	Broken or missing components	

l!4!.a.l	Flacture Took
	Electric Test
	Resistance to Ground
	Winding Resistance 1-2
	Winding Resistance 2-3
	Winding Resistance 1-3
39.	Resistive Imbalance
	Hi-Pot
	Surge Test
	Stator Condition
	Failure Location
	Rotor Inspection
	Rotor Type
	Air Gap <10% Variation
	Number of Rotor Bars
	Number of Broken Rotor Bars
	Growler Test
	Rotor Condition
	anical Inspection
	Bearing Manufacture
	Bearing DE Size
	Bearing DE Type
	DE Bearing Qty.
	Bearing ODE Size
	Bearing ODE Type
	ODE Bearing Qty.
	Insulated Bearing
	Lubrication Type  Grease Condition
	Bearing Retainers
	Shaft Grounding Device
	DE Seal
	DE Seal Type/Size
	ODE Seal
	ODE Seal Type/Size
	Cause of Failure
	Component Failure
	Cause of Failure
	Comments
	Service Technician
	r Winding
	Core Length
	Core ID
	Back Iron Depth
	Slot Depth
	Tooth Width
	Number of Vents
	Vent Width

	Before Burnout Core loss
78.	Flux Before Burnout
79.	Watts before burnout
80.	Watts loss per lb. before burnout
81.	After Burnout Core Loss
82.	Flux After burnout
83.	Watts After Burnout
84.	Watts loss per lb After Burnout
85.	Core Iron Condition
86.	RTD's
87.	RTD's Reading
89.	Heater Qty.
	Heater Voltage
	Heater Wattage
	Thermistors
_	Number of Poles
	Slots
	Number of Coils
	Coil Weight
	Lead Markings
	Grouping
	Multiple Wires
	Wire Size
	Turns per coil
	Pitch 1 to:
	Connection
	Lead Length Lead Size
	Number of Leads
	Megger Reading After Rewind
	Coil Machine Slot
	Coil Machine Tip
	Coil Machine Pitch
	Hi Pot Reading After Rewind
	Surge Pattern After Rewind
	Service Technician
	ne Fit Inspection Report
114.	Shaft Run Out
	Initial Shaft Run Out
	Final Shaft Run Out
117.	DE Bearing Shaft Fit
118.	DE Initial Shaft Bearing Fit 1
119.	DE Initial Shaft Fit
120.	DE Finial Shaft Bearing Fit 1
121.	DE Initial Shaft Bearing Fit 2
122.	DE Finial Shaft Bearing Fit 2

123.	DE Initial Shaft Bearing Fit 3
124.	DE Finial Shaft Bearing Fit 3
125.	ODE Bearing Shaft Fit
126.	ODE Initial Shaft Bearing Fit 1
127.	ODE Finial Shaft Bearing Fit 1
128.	ODE Initial Shaft Bearing Fit 2
129.	ODE Finial Shaft Bearing Fit 2
130.	ODE Initial Shaft Bearing Fit 3
131.	ODE Finial Shaft Bearing Fit 3
	DE Air Seal Shaft Fit
133.	DE Initial Air Seal Shaft Size
134.	DE Final Air Seal Shaft Size
135.	ODE Air Seal Shaft Fit
136.	ODE Initial Air Seal Shaft Size
137.	ODE Final Air Seal Shaft Size
138.	DE Endbell Fit
139.	DE Initial Endbell Fit Size 1
140.	DE Final Endbell Fit Size 1
141.	DE Initial Endbell Fit Size 2
142.	DE Finial Endbell Fit Size 2
	DE Initial Endbell Fit Size 3
144.	DE Final Endbell Fit Size 3
145.	DE Endbell Fit Insulated
	DE Endbell Air Seal Fit
	Initial Endbell Air Seal Fit Size
	Finial Endbell Air Seal Fit Size
	ODE Endbell Fit
150.	ODE Endbell Fit Insulated
	ODE Endbell Air Seal Fit
152.	ODE Initial Endbell Seal Fit Size
153.	ODE Finial Endbell Seal Fit Size
	Foot Flatness
155.	Foot Condition
156.	Flange Condition
	Service Technician
Balan	cing Report
	Balance Type
	Balance Operating Speed
	Start Left End
161.	Start Right End
	Balancing Specification
	Finish Left End
	Finish Right End
	Service Technician
	nbly and Final Test
	Meggar Testing Reading
100.	moggar rooming reading

167.	Surge Test
168.	Hi-Pot
169.	Winding Resistance 1-2
170.	Winding Resistance 2-3
171.	Winding Resistance 1-3
172.	Test Run Voltage Phase A
173.	Test Run Amps A
174.	Test Run Voltage Phase B
175.	Test Run Amps B
176.	Test Run Voltage Phase C
177.	Test Run Amps C
178.	DE Horizontal Vibration Reading
179.	DE Vertical Vibration Reading
180.	DE Axial Vibration Reading
181.	ODE Horizontal Vibration Reading
182.	ODE Vertical Vibration Reading
183.	ODE Axial Vibration Reading
184.	Ambient Temp at start of Test Run
185.	Temp at 5 minutes
186.	Temp at 10 minutes
187.	Temp at 15 minutes
188.	Temp at 20 minutes
189.	Temp at 25 minutes
190.	Temp at 30 minutes
191.	Temp at 35 minutes
192.	Temp at 40 minutes
193.	Temp at 45 minutes
194.	Temp at 50 minutes
195.	Temp at 55 minutes
196.	Temp at 60 minutes
197.	Motor Paint
198.	Service Technician

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- 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. <u>WARRANTIES.</u> 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. 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, 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.