

LR Motor Shop Repairs

Job Number 101842

Prepared for City of Greenbrier

11 Wilson Farm Road Greenbrier AR 72058

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AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2

1.0



FolderID: 101842

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AC Inspection as Found City of Greenbrier

11 Wilson Farm Road Greenbrier, AR 72058

AC Inspection - Rev. 2

Location:

MOTOR SHOP LR

Serial Number:

Description: 25 HP AERATOR

101842
C1108180032
25 (HP)
1770 (RPM)
286TDZ
230 / 460
60 / 30
Three
60 (Hz)
1.15
TEFC
Complete
09/13/2023
Final

Priorities Found: 8 - High



5 - Good

Overall Condition

1. Report Date

Nameplate Picture



Photos of all six sides of the machine.

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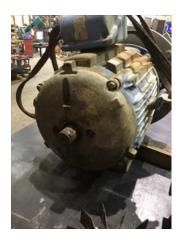


























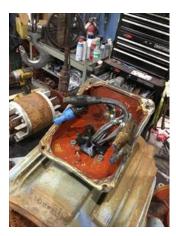




























4.	Describe the Overall Condition of the Dirty	Equipment as Received		
5.	Distance from the end of the shaft to	the Coupling/Sheave		
Initial	Mechanical/Electrical			
6 .	Does Shaft Turn Freely?			(No) No
7.	Does Shaft Have Visible Damage?			(No) No
8.	Assembled Shaft Runout			
9.	Assembled Shaft End Play			
10.	Air Gap Variation <10%			
1 1.	Lead Condition			(P) Pass
12.	Lead Length			12 Inches
13.	Lead Numbers			1-9
14.	Stator Temperature Detector Rating a	and Function		
	Quantity	Rating	Quantity Passed	
	Na			
15.	Bearing Temperature Detector Rating	g and Function		
	Quantity	Rating	Quantity Passed	
-	Na			
16.	Frame Condition			pass

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17. Fan Condition (P) Pass



	18.	Heater Quantity, Ratings		
		Quantity	Volts/Watts	Pass/Fail
	-	Na		
	19.	Broken or Missing Components		2 j-box cover bolts
In	itial	Electrical Inspection		
	20.	Insulation Resistance/Megger		
	21.	Winding Resistance		
		1-2	1-3	2-3
	22.	Perform Surge Test		(P) Pass



23.	Number of Stator Slots	
24.	Stator Condition	
25.	Stator Thermistors/Ohms	
26.	Stator Overloads/Ohms	
Mecha	nical Inspection	
27.	Drive End Bearing Brand	
28.	Drive End Bearing Number-	6311
29.	Drive End Bearing Qty.	1
30.	Drive End Bearing Type	(Ball) Ball Bearing
31.	Drive End Lubrication Type	(Grease) Grease Lubricated

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32.	Drive End Bearing Insulation or Grou	nding Device?	
P	Na	iding Dovice:	
33.	Drive End Wavy Washer/Snap-Ring (Other Retention Device?	spanner nut
34.	Drive End Bearing Condition		signs of contamination
35.	Opposite Drive End Bearing Brand		<u> </u>
36.	Opposite Drive End Bearing Number-		6309
37.	Opposite Drive End Bearing Qty.		1
38.	Opposite Drive End Bearing Type		(Ball) Ball Bearing
39.	Opposite Drive End Lubrication Type		(Grease) Grease Lubricated
40.	Opposite Drive End Bearing Insulatio	n or Grounding Device?	na
41.	Opposite Drive End Wavy Washer/Sr	·	wavy washer
42.	Opposite Drive End Bearing Condition	· · · ·	signs of contamination
43.			labyrinth seal
-	2.655-3.100 inch		•
44.	Opposite Drive End Seal		lip seal
-	1.7520-2.4345-0.3130 inch		·
45.	DE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	Ü	G	3
46.	DE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
47.	DE Sleeve Bearing Housing Inside D		
	0 degrees	120 degrees	240 degrees
40	DE Classes Bassins to Hausins Class		
48.	3		040 dansa
	0 degrees	120 degrees	240 degrees
49.	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
	o degrees	120 dog1000	2-10 dog1000
50.	ODE Sleeve Bearing Outside Diamet	er	
	0 degrees	120 degrees	240 degrees
		9	-
51.	ODE Sleeve Bearing Housing Inside	Diameter	
	0 degrees	120 degrees	240 degrees
_			
52.	3		
	0 degrees	120 degrees	240 degrees
Doto:	Inspection		
	Inspection Poter Type/Material		(Squirrel Aluminum) Squirrel
ეა.	Rotor Type/Material		Cage Aluminum Die Cast
54.	Growler Test		(Pass) Pass
55.	Number of Rotor Bars		, ,
56.	Rotor Condition		pass

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57. List the Parts needed for the Repair Below Both seals

6311 6309

Bearing sleeve for both end bell bearing fits

58. Signature of Technician that Disassembled Motor

Cw

Mul

N	Mechanical Fits- Rotor				
	59.	Shaft Runout			
	60.	Rotor Runout			
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
	61.	Coupling Fit Closest to Bearing Housing	ng		
		0 Degrees	90 Degrees	120 Degrees	
	00		014		
	62.	Coupling Fit Closest to the end of the		400 B	
		0 Degrees	60 Degrees	120 Degrees	
	63	Drive End Bearing Shaft Fit			
	00.	0 Degrees	60 Degrees	120 Degrees	
		2.1657	2.1655	2.1658	
	64.	Drive End Bearing Shaft Fit Condition	2.1000	(P) Pass	
		Opposite Drive End Bearing Shaft Fit		(1)1.000	
		0 Degrees	60 Degrees	120 Degrees	
		1.7721	1.772	1.7718	
	66.	Opposite Drive End Bearing Shaft Fit	Condition	(P) Pass	
	67.	Shaft Air Seal Fits			
		Drive End Air Seal	Opposite Drive End Air Seal		
IV		anical Fits- Bearing Housings			
	68.	Drive End - Endbell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		4.7257	4.7254	4.7259	
		Drive End - Endbell Bearing Fit Condition		(F) Fail	
	70.	Opposite Drive End - Endbell Bearing	Fit		
		0 Degrees	60 Degrees	120 Degrees	
		3.9382	3.938	3.9378	
	71.	Opposite Drive End - Endbell Bearing	Fit Condition	(F) Fail	

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Pass



3. End	Bell Air Seal Fits	
Drive	ve End Air Seal Opposite Drive End Air Seal	
4. List N	Machine Work Needed Below	
Both	n end bell bearing fits	
5. Tech	hnician	Cw
/		
	Driv 4. List <i>Both</i>	List Machine Work Needed Below Both end bell bearing fits

Dynar	Dynamic Balance Report			
76.	Rotor Weight and Balance Grade			
	Rotor Weight	Balance Grade		
77.	Initial Balance Readings			
	Drive End	Opposite Drive End		
78.	Final Balance Readings			
	Drive End	Opposite Drive End		
79.	Technician			
Rewin	nd			
80.	Core Test Results - Watts loss per Po	und		
	Pre-Burnout	Post Burnout		
81.	Core Hot Spot Test			
	Pre-Burnout	Post-Burnout		
82.	Post Rewind Electrical Test- Insulation	n Resistance		
83.	Post Rewind Polarization Index			

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84.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
0.5	D . D 10 . T .		
	Post Rewind Surge Test		
	Post Rewind Hi-Pot		
	Technician		
	Cause of Failure		
88.	Failure locations		
00	Bearings and end ball bearing fits Root cause of failure		
69.	Wear and contamination		
Mooh			
	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair Rotor Runout Post Repair		
91.	•	Rotor Body	Opposite Drive End Bearing
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
92.	Coupling Fit Closest to Bearing Housi	ng Post Repair	
	0 Degrees	90 Degrees	120 Degrees
	3	1.5	
93.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
94.	Drive End Bearing Shaft Fit Post Rep		100 D
	0 Degrees	60 Degrees	120 Degrees
95.	Opposite Drive End Bearing Shaft Fit	Post Repair	
00.	0 Degrees	60 Degrees	120 Degrees
		00 L 0g. 000	0 _ 0g.000
96.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Shaft Repair Sign-off		
	anical Fits- Bearing Housings - P	-	
98.	Drive End - Endbell Bearing Fit Post F		
	0 Degrees	60 Degrees	120 Degrees
90	Opposite Drive End - Endbell Bearing	Fit Doet Panair	
99.	0 Degrees	60 Degrees	120 Degrees
	0 Degrees	ou Degrees	120 Deglees
100.	Bearing Cap Condition Post Repair		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	Ŭ Į	0	
101.	End Bell Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
102.	DE Sleeve Bearing Inside ID Post Re		
	Measure 1	Measure 2	Measure 3

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103.	DE Sleeve Bearing Outside ID Post R	epair	
	Measure 1	Measure 2	Measure 3
104.	DE Sleeve Bearing Inside OD Post Re	epair	
	Measure 1	Measure 2	Measure 3
105.	DE Sleeve Bearing Outside OD Post F	Repair	
	Measure 1	Measure 2	Measure 3
	Mododio 1	Modelio 2	Weddale
106.	End Bell Repair Sign-off		
	ODE Sleeve Bearing Inside ID Post R	enair	
	Measure 1	Measure 2	Measure 3
	ivieasure i	iviedSule 2	Weasure 3
108	ODE Sleeve Bearing Outside ID Post	Renair	
100.	Measure 1	Measure 2	Measure 3
	ivieasure i	ivieasure 2	weasure 5
100	ODE Sleeve Bearing Inside OD Post F	Renair	
109.		•	Magazira 2
	Measure 1	Measure 2	Measure 3
110	ODE Clasus Pagring Outside OD Dec	t Donois	
110.	ODE Sleeve Bearing Outside OD Pos		
	Measure 1	Measure 2	Measure 3
Assen	•		
	QC Check All Parts for Cleanliness Pr	·	
112.	Photograph All Major Components price	or to assembly	
113.	Final Insulation Resistance Test		
114.	Assembled Shaft Endplay		
115.	Assembled Shaft Runout		
116.	Test Run Voltage		
	Volts	Volts	Volts
117.	Test Run Amperage		
	Amps	Amps	Amps
	,po		,
118.	Drive End Vibration Readings - Inches	s Per Second	
	Horizontal	Vertical	Axial
	Tonzontal	Voluda	/ Mai
119	Opposite Drive End Vibration Reading	s - Inches Per Second	
110.	Horizontal	Vertical	Axial
	Honzontal	vortical	Midi
120	Ambient Temperature - Fahrenheit		
	Drive End Bearing Temps - Fahrenhei	t	
141.	<u> </u>		45 Minutes
	5 Minutes	10 Minutes	15 Minutes
400	Drive End Decrine Tenne - February	t 20. 20 Minutes	
122.	Drive End Bearing Temps - Fahrenhei		
	20 Minutes	25 Minutes	30 Minutes

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123.	Drive End Bearing Temps - Fahrenhe	t 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
124.	Drive End Bearing Temps - Fahrenhe	t 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
125.	Opposite Drive End Bearing Temps -	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes
126.	Opposite Drive End Bearing Temps -		
	20 Minutes	25 Minutes	30 Minutes
407	0 " D: E ID : T	E	
127.	Opposite Drive End Bearing Temps -		
	35 Minutes	40 Minutes	45 Minutes
120	Opposite Drive End Bearing Temps -	Enhanneit 50 60 Minutes	
120.			00.14"
	50 Minutes	55 Minutes	60 Minutes
129	Stator Temperatures- Fahrenheit		
.20.	5 Minutes	10 Minutes	15 Minutes
	3 Williates	10 Millates	10 Millutes
130.	Stator Temperatures- Fahrenheit 20-3	0 Minutes	
	20 Minutes	25 Minutes	30 Minutes
	20 1011114100	20 1/11/10/00	oo isiinatoo
131.	Stator Temperatures- Fahrenheit 35-4	5 Minutes	
	35 Minutes	40 Minutes	45 Minutes
132.	Stator Temperatures- Fahrenheit 50-6	0 Minutes	
	50 Minutes	55 Minutes	60 Minutes
133.	Document Final Condition with Picture	es after paint	
134.	Final Pics and QC Review		

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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. WARRANTIES. Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

replace any defective or non-conforming goods in accordance with the applicable manufacturer's warranty. Warranty for any defective or incorrect parts is limited to the repair or replacement of those parts. Hi-Speed warrants that all services will conform in all material respects to the description of services identified in the quotation and will be performed in a good and workmanlike manner in accordance with industry practices and standards. Should the services be reasonably rejected or not conform with the foregoing warranties, Hi-Speed shall, at its sole cost, re-perform the defective or nonconforming services. Notwithstanding the foregoing, these warranties do not extend to goods or services to the extent that such goods have been subject to misuse, neglect or abuse not caused by Hi-Speed or have been used in violation of the approved written instructions furnished to Buyer. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HI-SPEED WITH RESPECT TO ALL GOODS SOLD AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. HI-SPEED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICLAR USE OR PURPOSE. BUYER WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY AT EQUITY OR LAW OR CAUSE THIS AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN AS SET FORTH HEREIN, REGARDLESS OF THE CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, GOODS LIABILITY, STRICT LIABILITY OR OTHERWISE.

- 9. <u>LIMITATION OF DAMAGES.</u> HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY.</u> The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. **GOVERNING LAW AND JURISDICTION.** Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. 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. <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. 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.