

LR Motor Shop Repairs

Job Number 101934

Prepared for Hi-Speed Industrial Service (11369)

6812 Lindsey Road Little Rock AR 72206

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AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2: MX-165588-0811

1.0



FolderID: 101934

FormID: 18065216



AC Inspection as Found Hi-Speed Industrial Service (11369)

6812 Lindsey Road Little Rock, AR 72206

AC Inspection - Rev. 2

Location: MOTOR SHOP LR Serial Number: MX-165588-0811

Description: 15KW LIMA MAC GENERATOR

1800RPM 280

Hi-Speed Job Number:	101934
Manufacturer:	Marathon
Product Number:	280MDL0056
Serial Number:	MX-165588-0811
HP/kW:	15 (kW)
RPM:	1800 (RPM)
Frame:	280
Voltage:	480
Current:	22.6
Phase:	Three
Hz:	60 (Hz)
Enclosure:	ODP
J-box Included:	Complete
Coupling/Sheave:	Sheave
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: 2 - High

7 - Good

Overall Condition

1. Report Date

Nameplate Picture





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	3.	Photos of all six sides of the machine.	
	4. Describe the Overall Condition of the Equipment as Received		
		Dirty	
	5.	Distance from the end of the shaft to the Coupling/Sheave	inches
Ini	Initial Mechanical/Electrical		
	6.	Does Shaft Turn Freely?	(Yes) Yes
	7.	Does Shaft Have Visible Damage?	(No) No
	8.	Assembled Shaft Runout	0 Inches
	9.	Assembled Shaft End Play	0 inches

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none			Air Gap Variation <10%	10
			·	
(P) Pass			Lead Condition	
10 Inches			Lead Length	12.
1-10			Lead Numbers	13.
good			Frame Condition	14.
(P) Pass			Fan Condition	15.
			Internal	-
none		ents	Broken or Missing Compone	16.
			Electrical Inspection	itial
0 Megohms		er	Insulation Resistance/Megg	17.
			Winding Resistance	18.
	2-3	1-3	1-2	
	0	0	0	
(F) Fail			Perform Surge Test	19.
			Number of Stator Slots	20.
stator and exciter stator	rewind s		Stator Condition	21.
none			Stator Thermistors/Ohms	22.
none			Stator Overloads/Ohms	23.
			nical Inspection	echa



25. Drive End Bearing Number- 26. Drive End Bearing Qty. 27. Drive End Bearing Type 28. Drive End Lubrication Type 29. Drive End Bearing Insulation or Grounding Device? 30. Drive End Bearing Insulation or Grounding Device? 31. Drive End Bearing Condition 32. Opposite Drive End Bearing Brand 33. Opposite Drive End Bearing Number- 34. Opposite Drive End Bearing Qty. 35. Opposite Drive End Bearing Type 36. Opposite Drive End Bearing Type 37. Opposite Drive End Bearing Type 38. Opposite Drive End Bearing Insulation or Grounding Device? 39. Opposite Drive End Bearing Type 30. Opposite Drive End Bearing Type 31. Opposite Drive End Bearing Type 32. Opposite Drive End Bearing Other Retention Device? 33. Opposite Drive End Bearing Type 34. Opposite Drive End Bearing Type 35. Opposite Drive End Bearing Type 36. Opposite Drive End Bearing Insulation or Grounding Device? 37. Opposite Drive End Bearing Insulation or Grounding Device? 38. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?			
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28. Drive End Lubrication Type (Grease) Grease Lubricated 29. Drive End Bearing Insulation or Grounding Device? none 30. Drive End Wavy Washer/Snap-Ring Other Retention Device? none 31. Drive End Bearing Condition normal wear 32. Opposite Drive End Bearing Brand skf 33. Opposite Drive End Bearing Number- 34. Opposite Drive End Bearing Qty. 1 35. Opposite Drive End Bearing Type (Ball) Ball Bearing 36. Opposite Drive End Lubrication Type (Grease) Grease Lubricated 37. Opposite Drive End Bearing Insulation or Grounding Device? none	26. Dr	rive End Bearing Qty.	1
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34. Opposite Drive End Bearing Qty. 35. Opposite Drive End Bearing Type (Ball) Ball Bearing 36. Opposite Drive End Lubrication Type (Grease) Grease Lubricated 37. Opposite Drive End Bearing Insulation or Grounding Device? none	32. O	pposite Drive End Bearing Brand	skf
35. Opposite Drive End Bearing Type 36. Opposite Drive End Lubrication Type 37. Opposite Drive End Bearing Insulation or Grounding Device? (Grease) Grease Lubricated none	33. O	pposite Drive End Bearing Number-	6308 2RS
36. Opposite Drive End Lubrication Type (Grease) Grease Lubricated 37. Opposite Drive End Bearing Insulation or Grounding Device? none	34. O	pposite Drive End Bearing Qty.	1
37. Opposite Drive End Bearing Insulation or Grounding Device? none	35. O	pposite Drive End Bearing Type	(Ball) Ball Bearing
	36. O	pposite Drive End Lubrication Type	(Grease) Grease Lubricated
38. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device? none	37. O	pposite Drive End Bearing Insulation or Grounding Device?	none
	38. O	pposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	none

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	39.	Opposite Drive End Bearing Condition		rusted and contamina	ted
		Drive End Seal		ne	one
	41.	Opposite Drive End Seal		ne	one
Ro	tor	Inspection			
	42.	Rotor Type/Material			
	43.	Growler Test		(Pass) F	ass
	44.	Number of Rotor Bars			0
	45.	Rotor Condition			n/a
	46.	List the Parts needed for the Repair B	elow		
		Rewind gen stator, igniter stator, ignigh	ter, 6310 2RS, 6308 2RS		
	47.	Signature of Technician that Disassen	nbled Motor	David Ma	clin
		anical Fits- Rotor			_
		Shaft Runout		0 inc	hes
	49.	Rotor Runout		0 " 0 = 10 "	
		Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearin	g
	- 0	O Compliant Fit Olegant to Descripe Heavi	0	0	
	50.	Coupling Fit Closest to Bearing Housing		400 B	
		0 Degrees	90 Degrees	120 Degrees	
	- 4	1.8745	1.8745	1.8744	
:	51.	Coupling Fit Closest to the end of the		400 D	
		0 Degrees 1.8745	60 Degrees 1.8745	120 Degrees	
	F2	Drive End Bearing Shaft Fit	1.8745	1.8745	
	5Z.		60 Dograda	120 Dograda	
		0 Degrees 1.575	60 Degrees 1.5751	120 Degrees 1.575	
	53	Drive End Bearing Shaft Fit Condition	1.3731	(P) F)acc
		Opposite Drive End Bearing Shaft Fit		(1)1	455
	·	0 Degrees	60 Degrees	120 Degrees	
		1.9687	1.9687	1.9687	
	55.			(P) F	ass
		Shaft Air Seal Fits		()	
		Drive End Air Seal	Opposite Drive End Air Seal		
		good	good		
Me	cha	anical Fits- Bearing Housings			
		Drive End - Endbell Bearing Fit			
		0 Degrees	60 Degrees	120 Degrees	
		4.3312	4.3311	4.3311	
	58.	Drive End - Endbell Bearing Fit Condit	ion	(P) F	ass
	59.	Opposite Drive End - Endbell Bearing	Fit		
		0 Degrees	60 Degrees	120 Degrees	
		0	0	0	
-		O ring fit			

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6 0.	Opposite Drive End - Endbell Bearing Fit Condition		(P) Pa	ass
61.	Bearing Cap Condition			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	good	n/a		
62.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	good	good		
63.	List Machine Work Needed Below None			
64.	Technician	7	David Mac	lin
Dynai	mic Balance Report			
-	Rotor Weight and Balance Grade			
	Rotor Weight	Balance Grade		
66.	Initial Balance Readings			
	Drive End	Opposite Drive End		
67.	Final Balance Readings			
	Drive End	Opposite Drive End		
68.	Technician			
Rewir	nd			
69.	Core Test Results - Watts loss per Po	ound		
	Pre-Burnout	Post Burnout		
70.	Core Hot Spot Test			
	Pre-Burnout	Post-Burnout		
71.	Post Rewind Electrical Test- Insulatio	n Resistance		
72.	Post Rewind Polarization Index			
73.	Post Rewind Winding Resistance			
	1-2	1-3	2-3	
74.	Post Rewind Surge Test			
75.	Post Rewind Hi-Pot			
76.	Technician			
Root	Cause of Failure			
77.	Failure locations			
78.	Root cause of failure			
Mech	anical Fits- Rotor - Post Repair			
79.	Shaft Runout Post Repair			

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80.	Rotor Runout Post Repair			
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
81.	. Coupling Fit Closest to Bearing Housing Post Repair			
	0 Degrees	90 Degrees	120 Degrees	
82.	Coupling Fit Closest to the end of the	Shaft Post Repair		
	0 Degrees	60 Degrees	120 Degrees	
		ŭ	J	
83.	3. Drive End Bearing Shaft Fit Post Repair			
	0 Degrees	60 Degrees	120 Degrees	
9.4	Opposite Drive End Bearing Shaft Fit	Poet Popair		
04.	0 Degrees	60 Degrees	120 Degrees	
	0 Degrees	00 Degrees	120 Degrees	
85.	Shaft Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
	. Shaft Repair Sign-off			
	anical Fits- Bearing Housings - P	•		
87.	Drive End - Endbell Bearing Fit Post I		120 Dograda	
	0 Degrees	60 Degrees	120 Degrees	
88.	. Opposite Drive End - Endbell Bearing Fit Post Repair			
	0 Degrees	60 Degrees	120 Degrees	
89.	. Bearing Cap Condition Post Repair			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
90.	End Bell Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
		· ·		
	End Bell Repair Sign-off			
Asser	•			
	QC Check All Parts for Cleanliness P	·		
	Photograph All Major Components pr Final Insulation Resistance Test	ior to assembly		
94. 95.				
	Assembled Shaft Runout			
	Test Run Voltage			
37.	Volts	Volts	Volts	
98.	Test Run Amperage			
	Amps	Amps	Amps	
00	Drive End Vibration Readings - Inche	s Par Sacond		
99.	Horizontal	Vertical	Axial	
	Honzontal	Voltion	, v.idi	

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100.	100. Opposite Drive End Vibration Readings - Inches Per Second		
	Horizontal	Vertical	Axial
101.	Ambient Temperature - Fahrenheit		
102.	Drive End Bearing Temps - Fahrenhei	t	
	5 Minutes	10 Minutes	15 Minutes
103.	Opposite Drive End Bearing Temps -	Fahrenheit	
	5 Minutes	10 Minutes	15 Minutes
104.	Document Final Condition with Picture	es after paint	
105.	Final Pics and QC Review		

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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. 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 bee effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. <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. <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. **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.