



**KEEPING YOUR FACILITY UP TO SPEED**  
— EVERY DAY SINCE 1946 —

LR Motor Shop Repairs

**Job Number 101933**

Prepared for Sage V Foods

5901 SLOAN DRIVE  
LITTLE ROCK AR 72206

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AC Inspection as Found - *MOTOR SHOP LR*

AC Inspection - Rev. 2: *E0204805ION-55-11/22*

**1.0**

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

## AC Inspection as Found

Sage V Foods  
5901 SLOAN DRIVE  
LITTLE ROCK, AR 72206

FolderID: 101933  
FormID: 18187784

### AC Inspection - Rev. 2

Location: MOTOR SHOP LR  
Serial Number: E0204805ION-55-11/22  
Description: 2.5HP SWECO SHAKER MOTOR  
1200RPM 213T

Hi-Speed Job Number:	101933
Manufacturer:	US Motors/Nidec
Product Number:	FMPC
Serial Number:	E0204805ION-55-11/22
HP/kW:	2.5 (HP)
RPM:	1160 (RPM)
Frame:	213T
Voltage:	460
Current:	4.3
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.00
Enclosure:	TENV
J-box Included:	Complete
Coupling/Sheave:	None
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: 9 - Good

### Overall Condition

1. Report Date
2. Nameplate Picture



3. Photos of all six sides of the machine.

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Test ID	Test Name	Test Date	Test Time	Test Result
10/18/2023 11:...	480V w/o...	10/18/2023	11:57:56 AM	FAIL
10/18/2023 11:...	480V w/o...	10/18/2023	11:52:17 AM	FAIL
10/18/2023 11:...	480V w/o...	10/18/2023	11:50:57 AM	FAIL
10/18/2023 11:...	480V w/o...	10/18/2023	11:48:40 AM	FAIL
Test Date	10/18/2023	10/18/2023	10/18/2023	10/18/2023
Test Time	11:57:56 AM	11:52:17 AM	11:50:57 AM	11:48:40 AM
Ball L2 (Ohms)	5.959 Conn 6.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
Ball L3 (Ohms)	5.965 Conn 6.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
L1-L2 (Ohms)	5.965 Conn 6.0...	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0
L1-L3 (Ohms)	5.965 Conn 6.0...	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0
Max Delta R %	0.102	0.000	0.000	0.000
Coil 1 (Ohms)	8.928 Conn 9.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
Coil 2 (Ohms)	8.945 Conn 9.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
Coil 3 (Ohms)	8.945 Conn 9.0...	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0
Magohm Stat	PASS	No Test	No Test	No Test
Volts (V)	484			
µA	0.0363			
Phase	111.14			
Nameplate	Application	Results Summary	Surge	PI
Step/Ramp				

Test Date	Test Time	Test Result	Test Date	Test Time	Test Result	Test Date	Test Time	Test Result	Test Date	Test Time	Test Result
10/18/2023	11:57:56 AM	FAIL	10/18/2023	11:52:17 AM	FAIL	10/18/2023	11:50:57 AM	FAIL	10/18/2023	11:48:40 AM	FAIL
L1-L2 (Ohms)	5.965 Conn 6.0...	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0
Max Delta R %	0.102	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Coil 1 (Ohms)	8.928 Conn 9.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
Coil 2 (Ohms)	8.945 Conn 9.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...	0.000 Conn 0.0...
Coil 3 (Ohms)	8.945 Conn 9.0...	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0	0.0 Conn 0.0
Magohm Stat	PASS	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test
Volts (V)	484										
µA	0.0363										
Resist	13326										
At 40°C	2588										
PI Status	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test	No Test
Volts (V)											
PI Status											
Nameplate	Application	Results Summary	Surge	PI	Step/Ramp						

4. Describe the Overall Condition of the Equipment as Received

*Dirty*

### Initial Mechanical/Electrical

5. Does Shaft Turn Freely?	(Yes) Yes
6. Does Shaft Have Visible Damage?	(No) No
7. Assembled Shaft Runout	0.003 Millimeters
8. Assembled Shaft End Play	inches
Na	
9. Air Gap Variation <10%	
Na	
10. Lead Condition	(P) Pass
11. Lead Length	46 Inches
12. Lead Numbers	1-3
13. Frame Condition	good
14. Fan Condition	(N) NA
15. Broken or Missing Components	na

### Initial Electrical Inspection

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## 16. Insulation Resistance/Megger

13326 Megohms

10/18/2023 11:...	480V w/o...	T...	FAIL
Test Date	10/18/2023	10/18/2023	10/18/2023
Test Time	11:57:36 AM	11:58:17 AM	11:58:57 AM
L1-L2 (Ohms)	5.965 Corr 6.0...	0.0 Corr 0.0	0.0 Corr 0.0
Max Delta R %	0.102	0.000	0.000
Coil 1 (Ohms)	8.928 Corr 9.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
Coil 2 (Ohms)	8.945 Corr 9.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
Coil 3 (Ohms)	8.945 Corr 9.0...	0.0 Corr 0.0	0.0 Corr 0.0
Megohm Stat	76.05	No Test	No Test
Volts (V)	484	No Test	No Test
ImpA	0.0363	No Test	No Test
Resist	13326	No Test	No Test
Air 40°C	3598	No Test	No Test
PI Status	No Test	No Test	No Test
Volts (V)	No Test	No Test	No Test
PI Ratio	No Test	No Test	No Test
Namesplate	Application	Results Summary	Surge PI Step/Ramp

## 17. Winding Resistance

1-2

1-3

2-3

5.959

5.969

5.969

10/18/2023 11:...	480V w/o...	T...	FAIL
Test Date	10/18/2023	10/18/2023	10/18/2023
Test Time	11:57:56 AM	11:58:17 AM	11:58:57 AM
Bal L2 (Ohms)	5.959 Corr 6.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
Bal L3 (Ohms)	5.965 Corr 6.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
L1-L2 (Ohms)	5.959 Corr 6.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
L2-L3 (Ohms)	5.965 Corr 6.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
L3-L1 (Ohms)	5.965 Corr 6.0...	0.0 Corr 0.0	0.0 Corr 0.0
Max Delta R %	0.102	0.000	0.000
Coil 1 (Ohms)	8.928 Corr 9.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
Coil 2 (Ohms)	8.945 Corr 9.0...	0.000 Corr 0.0...	0.000 Corr 0.0...
Coil 3 (Ohms)	8.945 Corr 9.0...	0.0 Corr 0.0	0.0 Corr 0.0
Megohm Stat	76.05	No Test	No Test
Volts (V)	484	No Test	No Test
ImpA	0.0363	No Test	No Test
Resist	13326	No Test	No Test
Namesplate	Application	Results Summary	Surge PI Step/Ramp

## 18. Perform Surge Test

(P) Pass

Tools Help	4
Data Tests Trending	
Test ID: 480V w/o/181101P Step	Edit Test ID Enable Calibration
For: 480V Volts	Meters
San Auto Test	
Temperature/Resistance Tests	Manual Tested
Temperature	
Resistance	3 Lead Low V
DC Tests	
MegOhm	500 Volts
OFF	500 Volts
OFF	2000 Volts
Surge Test	
Surge	1500 Volts

## 19. Number of Stator Slots

36

## 20. Stator Condition

pass

## 21. Stator Thermistors/Ohms

Na

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22. Stator Overloads/Ohms

Na

### Mechanical Inspection

23. Drive End Bearing Brand	nsk
24. Drive End Bearing Number-	
2313 roller bearing	
25. Drive End Bearing Qty.	1
26. Drive End Bearing Type	(Roller) Roller Bearing
27. Drive End Lubrication Type	(Grease) Grease Lubricated
28. Drive End Bearing Insulation or Grounding Device?	na
29. Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring
30. Drive End Bearing Condition	signs of wear and contamination




31. Opposite Drive End Bearing Brand	nsk
32. Opposite Drive End Bearing Number-	22312
33. Opposite Drive End Bearing Qty.	1
34. Opposite Drive End Bearing Type	(Spherical) Spherical Roller Bearing
35. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
36. Opposite Drive End Bearing Insulation or Grounding Device?	na
37. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	snap ring
38. Opposite Drive End Bearing Condition	signs of fluting, frosting, and chemical burn



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39. Drive End Seal	LUP 10319
40. Opposite Drive End Seal	LUP 10319
<b>Rotor Inspection</b>	
41. Rotor Type/Material	(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
42. Growler Test	(Pass) Pass
43. Number of Rotor Bars	34
44. Rotor Condition	pass




45. List the Parts needed for the Repair Below	
22313 E4-VS4 bearing 2313 EPS bearing LUP 10319 x2	
46. Signature of Technician that Disassembled Motor	Cw
	

Mechanical Fits- Rotor			
47.	Shaft Runout		0.002 millimeters
48.	Rotor Runout		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	Na		
49.	Coupling Fit Closest to Bearing Housing		
	0 Degrees	90 Degrees	120 Degrees
	Na		
50.	Coupling Fit Closest to the end of the Shaft		
	0 Degrees	60 Degrees	120 Degrees
	Na		
51.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	2.559	2.559	2.559
52.	Drive End Bearing Shaft Fit Condition		(P) Pass

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53. Opposite Drive End Bearing Shaft Fit			
0 Degrees	60 Degrees	120 Degrees	
2.5591	2.5591	2.559	
54. Opposite Drive End Bearing Shaft Fit Condition			(P) Pass
55. Shaft Air Seal Fits			
Drive End Air Seal	Opposite Drive End Air Seal		
Na			
<b>Mechanical Fits- Bearing Housings</b>			
56. Drive End - Endbell Bearing Fit			
0 Degrees	60 Degrees	120 Degrees	
5.5118	5.5118	5.5118	
57. Drive End - Endbell Bearing Fit Condition			(P) Pass
58. Opposite Drive End - Endbell Bearing Fit			
0 Degrees	60 Degrees	120 Degrees	
5.5117	5.5118	5.5117	
59. Opposite Drive End - Endbell Bearing Fit Condition			(P) Pass
60. Bearing Cap Condition			
Drive End Bearing Cap	Opposite Drive End Bearing Cap		
Pass			



61. End Bell Air Seal Fits			
Drive End Air Seal	Opposite Drive End Air Seal		
Na			
62. List Machine Work Needed Below			
Na			
63. Technician			Cw
			

### Dynamic Balance Report

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64. Rotor Weight and Balance Grade			
Rotor Weight	Balance Grade		
65. Initial Balance Readings			
Drive End	Opposite Drive End		
66. Final Balance Readings			
Drive End	Opposite Drive End		
67. Technician			
<b>Rewind</b>			
68. Core Test Results - Watts loss per Pound			
Pre-Burnout	Post Burnout		
69. Core Hot Spot Test			
Pre-Burnout	Post-Burnout		
70. Post Rewind Electrical Test- Insulation Resistance			
71. Post Rewind Polarization Index			
72. Post Rewind Winding Resistance			
1-2	1-3	2-3	
73. Post Rewind Surge Test			
74. Post Rewind Hi-Pot			
75. Technician			
<b>Root Cause of Failure</b>			
76. Failure locations			
<i>Bearings</i>			
77. Root cause of failure			
<i>Contamination, fluting, frosting, and chemical burn</i>			
<b>Mechanical Fits- Rotor - Post Repair</b>			
78. Shaft Runout Post Repair			
79. Rotor Runout Post Repair			
Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
80. Coupling Fit Closest to Bearing Housing Post Repair			
0 Degrees	90 Degrees	120 Degrees	
81. Coupling Fit Closest to the end of the Shaft Post Repair			
0 Degrees	60 Degrees	120 Degrees	
82. Drive End Bearing Shaft Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
83. Opposite Drive End Bearing Shaft Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	

84. Shaft Air Seal Fits Post Repair			
Drive End Air Seal	Opposite Drive End Air Seal		
85. Shaft Repair Sign-off			
<b>Mechanical Fits- Bearing Housings - Post Repair</b>			
86. Drive End - Endbell Bearing Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
87. Opposite Drive End - Endbell Bearing Fit Post Repair			
0 Degrees	60 Degrees	120 Degrees	
88. Bearing Cap Condition Post Repair			
Drive End Bearing Cap	Opposite Drive End Bearing Cap		
89. End Bell Air Seal Fits Post Repair			
Drive End Air Seal	Opposite Drive End Air Seal		
90. End Bell Repair Sign-off			
<b>Assembly</b>			
91. QC Check All Parts for Cleanliness Prior to Assembly			
92. Photograph All Major Components prior to assembly			
93. Final Insulation Resistance Test			
94. Assembled Shaft Endplay			
95. Assembled Shaft Runout			
96. Test Run Voltage			
Volts	Volts	Volts	
97. Test Run Amperage			
Amps	Amps	Amps	
98. Drive End Vibration Readings - Inches Per Second			
Horizontal	Vertical	Axial	
99. Opposite Drive End Vibration Readings - Inches Per Second			
Horizontal	Vertical	Axial	
100. Ambient Temperature - Fahrenheit			
101. Drive End Bearing Temps - Fahrenheit			
5 Minutes	10 Minutes	15 Minutes	
102. Opposite Drive End Bearing Temps - Fahrenheit			
5 Minutes	10 Minutes	15 Minutes	
103. Document Final Condition with Pictures after paint			
104. Final Pics and QC Review			





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4. **BILLING AND PAYMENT TERMS.** Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
5. **DELIVERY OF GOODS AND/OR SERVICES.** Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
6. **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buyer agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
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8. **WARRANTIES.** Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

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

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