

# LR Motor Shop Repairs

### **Job Number 102033**

Prepared for Sage V Foods

5901 SLOAN DRIVE LITTLE ROCK AR 72206

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Submersible Pump Repair Report - MOTOR SHOP

Submersible Pump Repair Report

1.0





## Submersible Pump Repair Report

Sage V Foods 5901 SLOAN DRIVE LITTLE ROCK, AR 72206 FolderID: 102033 FormID: 18270908

**Submersible Pump Repair Report** 

MOTOR SHOP LR

60 (Hz)

3

Serial Number:

Location:

**Description:**SUBMERSIBLE PUMP ( NO NAME PLATE)

Priorities Found: 6 - High 29 - Good

#### General

1. Job Number 102033

Hz:

Phase:

2. Report Date







































3.	Customer	Sage V Foods	
Initia	Initial Pump Inspection		
4.	Power Cord Wire Size	10 AWG	
5.	Power Cord # of Conductors	4	
6.	Power Cord Length	26 ft	
<b>7</b> .	Power Cord Condtion	(F) Fail	
8.	Sensor Cord Wire Size	16 AWG	
9.	Sensor Cord # of Conductors	5	
10.	Sensor Cord Length	26 ft	
11.	Sensor Cord Condition	(F) Fail	
12.	Sensor Cord for Thermal Protection?	(NA) Not Applicable	
13.	Sensor Cord for Water Protection	(NA) Not Applicable	

14. Bowl Condition (P) Pass



15. Impeller Condition(P) Pass





16	6. Number of Wear Rings	0
17	7. Wear Ring Condition	(N) NA
18	8. Wear Ring Size	in
-	Na	
19	9. Wear Ring Clearance to Impeller	in
-	Na	
20	0. Wear Ring Material	
-	Na	
<b>2</b> 1	Seal Surfaces Condition	(P) Pass
22	2. Seal Type	
		Mechanical
23	3. Number of Seals	Mechanical 2
23		
	4. Seal Material on Rotary Face	2
24	4. Seal Material on Rotary Face 5. Seal Material on Stationary Seat	2 carbon
24 25	4. Seal Material on Rotary Face 5. Seal Material on Stationary Seat 6. Elastic Component Material	2 carbon ceramic
24 25 26 27	4. Seal Material on Rotary Face 5. Seal Material on Stationary Seat 6. Elastic Component Material	2 carbon ceramic Buna
24 25 26 27	4. Seal Material on Rotary Face 5. Seal Material on Stationary Seat 6. Elastic Component Material 7. Seal OD 8. Seal ID	2 carbon ceramic Buna 2.1345 in
24 25 26 27 28	4. Seal Material on Rotary Face 5. Seal Material on Stationary Seat 6. Elastic Component Material 7. Seal OD 8. Seal ID 9. Seal Sleeve Material	2 carbon ceramic Buna 2.1345 in 1.5 in

		00.14		
	Oil Filled Seal Cavity?	(Y) Yes		
33.	Oil Filled Stator?	(Y) Yes		
Initial Inspection				
34.	Number of Leads	3		
35.	Lead Length	16 Inches		
	Lead Size			
	Na			
	Lead Condition	(NA) Not Applicable		
, 37.	Rewind	(NA) Not Applicable		
-				
	Lead Markings	1-3		
39.	Lead Size for Oil Filled Stator	AWG		
-	Na			
40.	Lug Size, Condition, and Type			
	Na			
41.	Overload Required?	(Y) Yes		
42.	Winding RTD's	(NA) Not Applicable		
43.	Winding Rtd's Condition	(NA) Not Applicable		
44.	Shaft Run Out	0.002		
		yes		
46.	•	na		
	<u> </u>	(NA) Not Applicable		
48.	Bearing Rtd's Condition	(NA) Not Applicable		
	<del>-</del>	(NA) Not Applicable		
49.				
	Water			
		(P) Pass		
51.	Fan Condition	(NA) Not Applicable		
52.	Broken or missing components			
	Na			
nitial	Electric Test			
53.	Resistance to Ground	Mohm		
-	Failed to read			
54.	Winding Resistance 1-2	Ohm		
	Na			
55.	Winding Resistance 2-3	Ohm's		
JJ.	Na	Olill 3		
,	Winding Resistance 1-3	Ohm's		
56.	-	Onm's		
<b>F</b>	Na			
	Resistive Imbalance	%		
•	Failed to test			
58.	Hi-Pot	Ua		
-	Na			
59.	Surge Test	(F) Fail		
60.	Stator Condition	pass		
61.	Failure Location	short to ground		
nitial	Rotor Inspection	_		
	Rotor Type	squirrel cage aluminum		
	Air Gap <10% Variation	(NA) Not Applicable		
UJ.	All Gap < 10/0 variation	(IVA) NOT Applicable		

	64.	Number of Rotor Bars	36
	65.	Number of Broken Rotor Bars	0
	66.	Growler Test	(P) Pass
	67.	Rotor Condition	(P) Pass
IV	echa	anical Inspection	
	68.	Bearing Manufacturer	skf
	69.	Bearing DE Size	3309





70. Bearing DE Type	double ball double row
71. DE Bearing Qty.	1
72. Bearing ODE Size	6205



73.	Bearing ODE Type	ball bearing
74.	ODE Bearing Qty.	1
75.	Insulated Bearing	na
76.	Lubrication Type	oil
<b>77</b> .	Grease Condition	(NA) Not Applicable
<b>7</b> 8.	Bearing Retainers	(Y) Yes
-	Snap ring	
79.	Shaft Grounding Device	(NA) Not Applicable
<b>8</b> 0.	DE Seal	(Y) Yes
-	Mechanical seal	
81.	DE Seal Type/Size	mechanical seal
<b>8</b> 2.	ODE Seal	(Y) Yes

83.	ODE Seal Type/Size		mechanical seal
	Cause of Failure		
	Component Failure		windings, power cord, bearings, seals, o'rings
85.	Cause of Failure		
	Water contamination and wear		
86.	Comments		
	Na		
87.	Service Technician		Cw
Machi	ine Fit Inspection Report		
88.	Shaft Run Out		(P) Pass
89.	Initial Shaft Run Out		0.002 "
90.	Final Shaft Run Out		п
91.	DE Bearing Shaft Fit		(P) Pass
92.	DE Initial Shaft Bearing Fit Size		
	Measure 1	Measure 2	Measure 3
	1.7721	1.772	1.7722
93.	DE Final Shaft Bearing Fit Size		
	Measure 1	Measure 2	Measure 3
94	ODE Bearing Shaft Fit		(P) Pass
	ODE Initial Shaft Bearing Fit Size		(, ), acc
	Measure 1	Measure 2	Measure 3
	0.9844000000000001	0.9845	0.9845
96.	ODE Final Shaft Bearing Fit Size	0.00 .0	0.00.0
	Measure 1	Measure 2	Measure 3
	Weddie 1	Wedsure 2	Weddie 5
97.	DE Air Seal Shaft Fit		(NA) Not Applicable
98.	DE Air Seal Shaft Size		
	Initial	Final	
-	Na		
99.	ODE Air Seal Shaft Fit		(NA) Not Applicable
100.	ODE Air Seal Shaft Size		
	Initial	Final	
	Na		
	DE Endbell Fit		(P) Pass
_	DE Initial Endbell Fit Size		(F) F a 3 3
102.	Measure 1	Measure 2	Measure 3
400	3.9379	3.938	3.938
103.	DE Final Endbell Fit Size	Magazina 2	Magazira 2
	Measure 1	Measure 2	Measure 3

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404			(NA) Not Applicable
104.	DE Endbell Fit Insulated		(NA) NOT Applicable
<b>1</b> 05.	DE Endbell Air Seal Fit		(NA) Not Applicable
106.	DE Endbell Air Seal Fit Size		
	Initial	Final	
<b>"</b>	Na		
_	ODE Endbell Fit		(F) Fail
108.	ODE Initial Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
	2.0483	2.0487	2.0479
109.	ODE Final Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
110	ODE Endbell Fit Insulated		(NA) Not Applicable
	ODE Endbell Air Seal Fit		
_	ODE Endbell Air Seal Fit Size		(NA) Not Applicable
114.	Initial	Final	
	iiiiiai	i illal	
-	Na		
113.	Foot Flatness		(P) Pass
114.	Foot Condition		(P) Pass
<b>11 1</b>	Flance Condition		
🌒 IIO.	riange Condition		(NA) Not Applicable
	Flange Condition Service Technician		(NA) Not Applicable Cw
116.	Service Technician		
116.	Service Technician  Ling Report		
116.  Balan 117.	Service Technician  Cing Report  Balance Type		
116.  Balan 117. 118.	cing Report Balance Type Balance Operating Speed		
116.  Balan 117. 118. 119.	cing Report Balance Type Balance Operating Speed Start Left End		
116. <b>Balan</b> 117. 118. 119. 120.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End		
116.  Balan 117. 118. 119. 120. 121.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification		
116.  Balan 117. 118. 119. 120. 121.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End		
116.  Balan 117. 118. 119. 120. 121. 122. 123.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End		
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician		
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test		
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124.  Asser 125.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced Stator Housing Refilled with Oil (if	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced Stator Housing Refilled with Oil (if Stator Pressure Test	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127. 128.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced Stator Housing Refilled with Oil (if a Stator Pressure Test) Seal Cavity Pressure Test	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127. 128. 129.	cing Report  Balance Type  Balance Operating Speed  Start Left End  Start Right End  Balancing Specification  Finish Left End  Finish Right End  Service Technician  mbly and Final Test  Rotor and Impeller Balanced  Stator Housing Refilled with Oil (if Stator Pressure Test  Seal Cavity Pressure Test  Time Under Pressure	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127. 128. 129. 130.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced Stator Housing Refilled with Oil (if Stator Pressure Test Seal Cavity Pressure Test Time Under Pressure Overload Continuity	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127. 128. 129. 130. 131.	cing Report  Balance Type  Balance Operating Speed  Start Left End  Start Right End  Balancing Specification  Finish Left End  Finish Right End  Service Technician  mbly and Final Test  Rotor and Impeller Balanced  Stator Housing Refilled with Oil (if Stator Pressure Test  Seal Cavity Pressure Test  Time Under Pressure  Overload Continuity  Water Sensor Open?	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124. Asser 125. 126. 127. 128. 129. 130. 131. 132.	cing Report Balance Type Balance Operating Speed Start Left End Start Right End Balancing Specification Finish Left End Finish Right End Service Technician mbly and Final Test Rotor and Impeller Balanced Stator Housing Refilled with Oil (if stator Pressure Test Seal Cavity Pressure Test Time Under Pressure Overload Continuity Water Sensor Open? Meggar Testing Reading	required)	
116.  Balan 117. 118. 119. 120. 121. 122. 123. 124.  Asser 125. 126. 127. 128. 129. 130. 131. 132. 133.	cing Report  Balance Type  Balance Operating Speed  Start Left End  Start Right End  Balancing Specification  Finish Left End  Finish Right End  Service Technician  mbly and Final Test  Rotor and Impeller Balanced  Stator Housing Refilled with Oil (if Stator Pressure Test  Seal Cavity Pressure Test  Time Under Pressure  Overload Continuity  Water Sensor Open?	required)	

1-2 2-3 3-1  136. Test Run  137. Test Run Voltage Phase A Phase B Phase C  138. Test Run Current Phase A Phase B Phase C  139. DE Vibration Reading Horizontal Vertical Axial  140. ODE Vibration Reading Horizontal Vertical Axial  141. Ambient Temp at start of Test Run  142. Temp at 10 minutes  143. Temp at 10 minutes  144. Temp at 15 minutes  145. Temp at 20 minutes  146. Temp at 35 minutes  147. Temp at 36 minutes  148. Temp at 40 minutes  150. Temp at 45 minutes  151. Temp at 55 minutes  152. Temp at 56 minutes  153. Temp at 60 minutes  154. Motor Paint  155. Service Technician				
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154. Motor Paint		-		
155. Service Technician	154.	Motor Paint		
	155.	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. 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. **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.