

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 102053

Prepared for ST FRANCIS PACKAGING

9121 SIBLEY HOLE RD LITTLE ROCK AR 72206

Table of Contents

DC Repair Report - MOTOR SHOP LR



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

> FolderID: 102053 FormID: 18404259

DC Repair Report ST FRANCIS PACKAGING

9121 SIBLEY HOLE RD

LITTLE ROCK, AR 72206

DC Repair Rep	oort Rev. 2	Hi-Speed Job Number:	102053
Location:	MOTOR SHOP LR	Manufacturer:	Other
Job Number:	102053	Product Number :	KM-40FAGKS
Serial Number:	K9470347	Serial Number:	K9470347
Status:	In For Repair	HP/KW:	0.4 (kW)
Description:400W POWERPACK DCPM 1800RPM		RPM:	1800
		Armature Voltage:	130 (Volts)
		Armature Current:	36 (Amps)
		J-Box Included:	Yes
		Bearing RTDS:	No
		Winding RTDS:	No

Mounting Orientation :

Priorities Found: **8 - Good**

Overall Condition

- Describe the Overall Condition of the Equipment as Received 1. Clean
- 2. Nameplate Picture





C-Face















































	3.	Distance From the End of the Shaft to the end of the Face of the Sheave/Coupling	0
In	itial	Mechanical/Electrical	
	4.	Does the Shaft Turn Freely?	(Y) Yes
	5.	Does Shaft Have Visible Damage?	(No) No
	6.	Assembled Shaft Runout	0 Inches
	7.	Assembled Shaft End Play	0 Inches
	8.	Air Gap Variation <10%	none
	9.	Lead Condition	(N) NA
	10.	Lead Length	0 Inches

11.	Frame Condition		(P) Pass
-	Fan Condition		(NA) Not Applicable
13.	Brush Information		
	Brush Number	Quantity	Condition
	0	0	na
	Brushes were already removed		
14.	Brush Holder Condition - Verify prop	per gap to Commutator	good
Incon	ning Electrical Test		
15.	General Condition of the Armature/C	Commutator	badly worn
16.	Armature Insulation Resistance to G	bround	2000 Megohms
	Extreme heat signs on ode comm		
17.	Field Circuit Insulation Resistance to	Ground	0 Megohms
18.	Interpole Circuit Insulation Resistant	ce to Ground	0 Megohms
19.	Total Field Ohms		0
20.	Field Ohms		
	Between F1/F2	Between F3/F4	
	0	0	
21.	MegOhms between Fields and Serie	28	0
22.	Series Drop Test 1&2		
	Series 1	Series 2	
	0	0	
23.	Series Drop Test 3&4		
	Series 3	Series 4	
	0	0	
24.	Field Drop Test Fields 1&2		
	Total AC Voltage	Field #1	Field #2
	0	0	0
25.	Field Drop Test Fields 3&4		
	Field #3	Fleld #4	Field #2
	0	0	
26.	Field Drop Test Fields 5&6		
	Field #5	Fleld #6	Field #2
	0	0	
27.	Field Drop Test Fields 7&8		-
	Field #7	Fleld #8	Field #2
	0	0	
28.	Interpole Drop Test 1&2		
	Total AC Voltage	Interpole #1	Interpole #2
00	0	0	0
29.	Interpole Drop Test 3&4	laterale #4	
	Interpole #3	Interpole #4	Field #2
0.0	0	0	
30.	Interpole Drop Test 5&6		
	Interpole #5	Interpole #6	Field #2
	0	0	

31.	Interpole Drop Test 7&8				
	Interpole #7	Interpole #8	Field #2		
	0	0			
32.	Armature Number of Bars - Bar to Bar	Test			
	Number of Bars	Bar to Bar Test			
	62	fail			
Mecha	Mechanical Inspection				
33.	Shaft Runout Drive End			0 inches	
34.	Shaft Runout Armature				
	Drive End Bearing Journal	Armature Core	ODE Bearing Journal		
	0	0	0		
35.	Drive End Bearing Number			6205 2Z	



36. Drive End Bearing Quantity	1
37. Drive End Bearing Type	(Ball) Ball Bearing
38. Drive End Lubrication Type	(Grease) Grease Lubricated
39. Drive End Bearing Insulation or Grounding Device?	(NA)
40. Drive End Wavy Washer/Snap-Ring Other Retention Device?	none
41. Drive End Bearing Condition	normal wear
42. Opposite Drive End Bearing Number	6201 2Z
43. Opposite Drive End Bearing Quantity	1
44. Opposite Drive End Bearing Type	(Ball) Ball Bearing
45. Opposite Drive End Lubrication Type	(Grease) Grease Lubricated
46. Opposite Drive End Bearing Insulation or Grounding Device?	(NA)
47. Opposite Drive End Wavy Washer/Snap-Ring Other Retention Device?	wavy washer
48. Opposite Drive End Bearing Condition	normal wear
49. Signature of Technician who Performed Teardown	David Maclin
50. List Parts Needed Prior to Reassembly Rewind armature, turn and undercut comm, 6201, 6205, 2 brushes (unknown number)	
Mechanical Fits - Armature	

	51.	Coupling Fit Closest to Bearing Housing				
		0 Degrees	60 degrees	120 degrees		
		0	0	0		
	52.	Coupling Fit Closest to the End of the	Shaft			
		0 Degrees	60 degrees	120 degrees		
		0	0	0		
	53.	Drive End Bearing Shaft Fit				
		0 Degrees	60 Degrees	120 Degrees		
		0.9846	0.9846	0.9846		
	54.	Drive End Bearing Shaft Fit Condition		(P) Pass		
-		Opposite Drive End Bearing Shaft Fit		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		0 Degrees	60 Degrees	120 Degrees		
		0.4725	0.4725	0.4725		
	56.	Opposite Drive End Bearing Shaft Fit ((P) Pass		
		Shaft Air Seal Fits		(1)1 400		
	011	Drive End Air Seal	Opposite Drive End Air Seal			
		ok	ok			
M	locha	anical Fits- Bearing Housings				
IV		Drive End - End Bell Bearing Fit				
	50.	-	60 Degrees	120 Degrees		
		0 Degrees 2.0475	2.0475	120 Degrees		
	50	Drive End - Endbell Bearing Fit Condit		2.0475 (B) Bass		
				(P) Pass		
	60.	Opposite Drive End - End Bell Bearing				
		0 Degrees	60 Degrees	120 Degrees		
	0.1	1.2601	1.2601	1.2601		
		Opposite Drive End - Endbell Bearing	Fit Condition	(P) Pass		
	62.	Bearing Cap Condition				
		Drive End	Opposite Drive End			
	~~		na			
	63.	End Bell Air Seal Fits				
		Drive End Air Seal	Opposite Drive End Air Seal			
		ok	ok			
		List any Machine work Needed Below		turn and undercut comm		
	65.	Signature of Technician Performing M	easurements	David Maclin		
		$1 \wedge 1$				
			-			
			/			
R		Cause of Failure				
	66.	Failure Locations				
		Armature				
	67.	Root Cause of Failure				
		Overload				
С		nutator Data				
		Total Copper Segment Length				
	69.	Number of Bars				

70.	0. Number of Wires Per Copper Bar and Size		
	Number of Wires per Bar	Wire Size	
71.	Equalizers per Copper Bar and Equal		
	Equalizers per Bar	Wire Size	
72	Document Commutator Diameter, Mir	simum and Max	
12.	Current Comm Diameter	Minimum Comm Diameter	Maximum Comm Diameter
	Current Comm Diameter	Minimum Comm Diameter	
73.	Commutator Shaft Diameter		
	Front Shaft Diameter	Back Shaft Diameter	
	Commutator Type		
75.			
	Signature of Technician Recording Da	ata	
	mic Balance Report		
11.	Rotor Weight and Balance Grade	Delegae Orede	
	Rotor Weight	Balance Grade	
78.	Initial Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
	0		
79.	Final Balance Readings		
	Drive End Readings	Opposite Drive End Readings	
80	Signature of the Delense Technician		
	Signature of the Balance Technician		
	Armature Rewind Testing Post Rewind Armature Insulation Res	istance to Ground	
	Post Rewind Field Circuit Measure the		
	Post Rewind Armature Number of Bar		
	Number of Bars	Bar to Bar Test	
84.	Post Rewind Field Circuit Insulation R	esistance to Ground	
85.	Post Rewind Interpole Circuit Insulation	on Resistance to Ground	
86.	Post Rewind Field Drop Test Fields 1	&2	
	Total AC Voltage	Field #1	Field #2
07	Post Dowind Field Drop Tost Fields 2	0.4	
87.	Post Rewind Field Drop Test Fields 3		
	Field #3	Fleld #4	Field #2
88.	Post Rewind Field Drop Test Fields 5	\$6	
	Field #5	Fleld #6	Field #2
89.	Post Rewind Field Drop Test Fields 7	\$8	
	Field #7	Fleld #8	Field #2
90.	Post Rewind Interpole Drop Test 1&2		listemale #0
	Total AC Voltage	Interpole #1	Interpole #2

91. Post Rewind Interpole Drop Test 3&4			
	Interpole #3	Interpole #4	Field #2
92.	Post Rewind Interpole Drop Test 5&6	Internale #C	
	Interpole #5	Interpole #6	Field #2
93.	Post Rewind Interpole Drop Test 7&8		
	Interpole #7	Interpole #8	Field #2
	Mechanical Repair		
94.	Post Repair Coupling Fit Closest to Be		
	0 Degrees	60 degrees	120 degrees
95.	Post Repair Coupling Fit Closest to the	e End of the Shaft	
	0 Degrees	60 degrees	120 degrees
96.	Post Repair Drive End Bearing Shaft I		
	0 Degrees	60 Degrees	120 Degrees
97.	Post Repair Drive End Bearing Shaft I	Fit Condition	
	Post Repair Drive End Opposite Drive		
	0 Degrees	60 Degrees	120 Degrees
	Post Repair Drive End Opposite Drive	-	
100.	Post Repair Drive End - End Bell Bear	-	100 5
	0 Degrees	60 Degrees	120 Degrees
101.	Post Repair Drive End - Endbell Beari	ng Fit Condition	
102.	Post Repair Opposite Drive End - End	Bell Bearing Fit	
	0 Degrees	60 Degrees	120 Degrees
	Post Repair Opposite Drive End - End	bell Bearing Fit Condition	
104.	Post Repair Bearing Cap Condition	Opposite Drive Fred	
	Drive End	Opposite Drive End	
105.	Post Repair End Bell Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
	Signature of Tech Performing Mechan	lical Repairs	
Asser		- Drive to Decessorialy	
	Take Pictures of all Major Component	oper Clearance, and Brushes have been	
100.	Seated Properly	oper clearance, and brushes have been	
109.	Assembled Shaft End Play and Runou	ut	
	Shaft Endplay	Shaft Runout	
440	Deferm No Lood Test Dury Days 14		
110.	Perform No-Load Test Run, Record A	-	
	Voltage	Current	

Hi-Speed Industrial Service disclaims all warranties, both express and implied, relating to the information, reports, opinions and analysis disclosed to the Customer by Hi-Speed. Hi-Speed shall not be liable for any errors or omissions, or any losses, injury or damages arising from the use of such information, reports, opinions and analysis by the Customer.

111.	. Perform No-Load Test Run, Record Field Voltage and Current		
	Voltage	Current	
112.	Document Vibration Readings Drive E		
	Horizontal	Vertical	Axial
113.	Document Vibration Readings Opposi		
	Horizontal	Vertical	Axial
111	Perform Full-Load Test Run, Record	Armoture Voltage and Current	
114.		Current	
	Voltage	Current	
115.	Perform Full-Load Test Run, Record I	Field Voltage and Current	
	Voltage	Current	
116.	Document Vibration Readings Under	Full Load Drive End	
	Horizontal	Vertical	Axial
117.	Document Vibration Readings Under		
	Horizontal	Vertical	Axial
110	Ambient Temperature		
	Drive End Bearing Temps Under Full	Lood	
119.	5 Minutes	10 Minutes	15 Minutes
	5 Minutes	TO MINULES	15 Minutes
120.	Opposite Drive End Bearing Temps U	nder Full Load	
	5 Minutes	10 Minutes	15 Minutes
121.	Final Test Run Sign-Off		
122.	Document Final Condition With Pictur	es	
123.	Final QC Sign-Off		



STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOOD AND/OR SERVICES

- 1. <u>APPLICABILITY.</u> The sale of any and all goods and/or services by Mock, Inc. d/b/a Hi-Speed Industrial Service ("Hi-Speed") shall be specifically conditioned upon and subject to the following terms and conditions which are incorporated by reference into any contracts and purchase orders with Hi-Speed, and which shall form and become a part of any agreement related thereto. Buyer's acceptance of any offer or quotation made by Hi-Speed for sale of any goods or services is expressly made subject to the terms and conditions set forth herein and to be so effective, Buyer need not sign or approve these Terms and Conditions to be bound hereunder provided a copy of same is provided to Buyer through any means. None of the terms and conditions contained herein may be added to, expanded, changed, modified, superseded or otherwise altered except as revised in writing and duly executed by Hi-Speed, and all orders received by Hi-Speed shall be governed only by the terms and conditions contained herein, notwithstanding any terms, conditions or provisions of any purchase order, release order, authorization or any other form issued by the Buyer. Hi-Speed hereby objects to any additional, modified, changed, deleted, altered or other terms and conditions not contained herein and notifies Buyer that any such terms or provisions are expressly rejected by Hi-Speed.
- 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. <u>SCOPE OF GOODS AND/OR SERVICES.</u> 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 be 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. 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 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 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 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

TermsAndConditions

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. 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. <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. <u>GOVERNING LAW AND JURISDICTION.</u> 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. <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. <u>NO INDIVIDUAL LIABILITY</u>. 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.