

LR Motor Shop Repairs

Job Number 101648

Prepared for Twin Rivers

1701 Jefferson Parkway White Hall AR 71602

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AC Inspection as Found - MOTOR SHOP LR

AC Inspection - Rev. 2

1.0



FolderID: 101648 FormID: 17422648



AC Inspection as Found

Twin Rivers

1701 Jefferson Parkway White Hall, AR 71602

AC Inspection - Rev. 2

Location:

MOTOR SHOP LR

Serial Number:

Description:25 HP

Hi-Speed Job Number:	101648
Manufacturer:	US Motors/Nidec
Spec/ID #:	C0420706018-0001 M 001
HP/kW:	25 (HP)
RPM:	1190 (RPM)
Frame:	324ZLPHZ
Voltage:	230 / 460
Current:	62 / 31
Phase:	Three
Hz:	60 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	9
J-box Included:	Complete
Coupling/Sheave:	Propeller
Date Received:	07/24/2023
Repair Stage:	Final

Priorities Found: 1 - High





8 - Good

Overall Condition

- 1. Report Date
- Nameplate Picture



Photos of all six sides of the machine.

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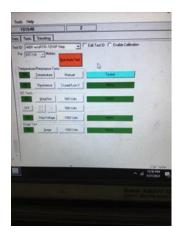






















- 4. Describe the Overall Condition of the Equipment as Received *Dirty*
- 5. Distance from the end of the shaft to the Coupling/Sheave

Initial Mechanical/Electrical

6.	Does Shaft Turn Freely?	(Yes) Yes
7.	Does Shaft Have Visible Damage?	(No) No
8.	Assembled Shaft Runout	Inches
9.	Assembled Shaft End Play	inches
10.	Air Gap Variation <10%	

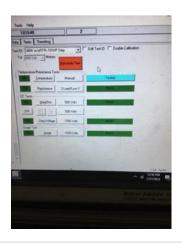
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1 1.	Lead Condition			(P) Pass
12.	Lead Length			8 Inches
13.	Lead Numbers			1-9
14.	Stator Temperature Detector Rating	and Function		
	Quantity	Rating	Quantity Passed	
-	Na			
15.	Bearing Temperature Detector Rating	g and Function		
	Quantity	Rating	Quantity Passed	
-	Na			
16.	Frame Condition			pass
1 7.	Fan Condition			(P) Pass



18.	Heater Quantity, Ratings		
	Quantity	Volts/Watts	Pass/Fail
-	Na		
1 9.	Broken or Missing Components		impeller, fan cover, j-box cover, and lifting eyes
Initial	Electrical Inspection		
20.	Insulation Resistance/Megger		
21.	Winding Resistance		
	1-2	1-3	2-3

22. Perform Surge Test (P) Pass



23.	Number of Stator Slots			
24.	Stator Condition		pass	
25.	Stator Thermistors/Ohms		na	
26.	Stator Overloads/Ohms		na	
Mecha	anical Inspection			
27.	Drive End Bearing Brand			
28.	Drive End Bearing Number-		5216	
29.	Drive End Bearing Qty.		1	
30.	Drive End Bearing Type		(Thrust) Thrust	
31.	Drive End Lubrication Type		(Grease) Grease Lubricated	
32.	Drive End Bearing Insulation or Groun	nding Device?	na	
33.	Drive End Wavy Washer/Snap-Ring C	Other Retention Device?	spanner nut	
34.	Drive End Bearing Condition		severe metal fatigue	
35.	Opposite Drive End Bearing Brand		peer	
36.	Opposite Drive End Bearing Number-		6211	
37.	Opposite Drive End Bearing Qty.		1	
38.	Opposite Drive End Bearing Type		(Ball) Ball Bearing	
39.	Opposite Drive End Lubrication Type		(Grease) Grease Lubricated	
40.	Opposite Drive End Bearing Insulation	•	na	
41.			na	
42.	Opposite Drive End Bearing Condition	1	signs of wear	
43.	Drive End Seal		lip seal	
44.	-11		na	
45.	DE Sleeve Bearing Inside Diameter			
	0 degrees	120 degrees	240 degrees	
40	DE OL De die e Outside Diseasete			
46.	DE Sleeve Bearing Outside Diameter	400 1	040 1	
	0 degrees	120 degrees	240 degrees	
47.	DE Sleeve Bearing Housing Inside Di	ameter		
	0 degrees	120 degrees	240 degrees	
	2 229.000	0 409,000	0 409.000	

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48.	DE Sleeve Bearing to Housing Cleara	nce	
	0 degrees	120 degrees	240 degrees
49.	ODE Sleeve Bearing Inside Diameter		
	0 degrees	120 degrees	240 degrees
50.	ODE Sleeve Bearing Outside Diameter		
	0 degrees	120 degrees	240 degrees
51	ODE Sleeve Bearing Housing Inside I	Diameter	
01.	0 degrees	120 degrees	240 degrees
	o degrees	120 degrees	240 degrees
52.	ODE Sleeve Bearing to Housing Clea	rance	
	0 degrees	120 degrees	240 degrees
	9	•	Ü
Rotor	Inspection		
53.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
54.	Growler Test		(Pass) Pass
55.	Number of Rotor Bars		42
	Rotor Condition List the Parts needed for the Repair B		pass
	5216 6211 Fan cover Lifting eyes J-box cover		
(Signature of Technician that Disasser		Cw
Mech	anical Fits- Rotor		
59.	Shaft Runout		0.002 inches
60.	Rotor Runout		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
-			
61.	Coupling Fit Closest to Bearing Housi	-	100 5
	0 Degrees	90 Degrees	120 Degrees
62	Coupling Fit Closest to the end of the	Shaft	
02.	0 Degrees	60 Degrees	120 Degrees
	Dogicos	oo Dogroos	120 Dogioos
63.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	3.1502	3.1501	3.1502
6 4.			(P) Pass
_	Opposite Drive End Bearing Shaft Fit		. ,
	0 Degrees	60 Degrees	120 Degrees

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2.1659

2.1659

2.166

66.	Opposite Drive End Bearing Shaft Fit	Condition		(P) Pass		
67.	Shaft Air Seal Fits					
	Drive End Air Seal	Opposite Drive End Air Seal				
	anical Fits- Bearing Housings					
68.	Drive End - Endbell Bearing Fit	00 B	400 B			
	0 Degrees	60 Degrees	120 Degrees			
• 00	5.513	5.5136	5.5134	(D) Door		
	Drive End - Endbell Bearing Fit Cond			(P) Pass		
70.	Opposite Drive End - Endbell Bearing		100 Dograda			
	0 Degrees 3.937	60 Degrees 3.9371	120 Degrees 3.9371			
7 1.			3.9371	(P) Pass		
_	Bearing Cap Condition) Fit Condition		(F) Fa55		
12.	Drive End Bearing Cap	Opposite Drive End Bearing Cap				
	Drive Life bearing Cap	Opposite Drive Life Bearing Cap				
-	Pass					
73.	End Bell Air Seal Fits					
	Drive End Air Seal	Opposite Drive End Air Seal				
74.	List Machine Work Needed Below					
	DE end bell bearing fit					
75.	Technician			Cw		
(
Dyna	mic Balance Report					
76.	Rotor Weight and Balance Grade					
	Rotor Weight	Balance Grade				
77.	Initial Balance Readings					
	Drive End	Opposite Drive End				
72	Final Balance Readings					
10.	Drive End	Opposite Drive End				
	DIIVE LIIU	Opposite Dilve Lilu				
79.	Technician					
Rewi	nd					
80.	Core Test Results - Watts loss per Po	pund				
	Pre-Burnout	Post Burnout				
81.	Core Hot Spot Test					
	Pre-Burnout	Post-Burnout				
00	Post Powind Floatrical Test Insulation	n Panistanca				
	Post Rewind Electrical Test- Insulation	II NESISIANCE				
ძ 3.	Post Rewind Polarization Index					

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84.	Post Rewind Winding Resistance			
	1-2	1-3	2-3	
	Post Rewind Surge Test			
	Post Rewind Hi-Pot			
	Technician			
	Cause of Failure			
88.	Failure locations			
	DE end bell bearing fit, DE seal, bearing	gs, and impeller		
89.	Root cause of failure			
	Wear, metal fatigue, and impeller cracked			
	anical Fits- Rotor - Post Repair			
	Shaft Runout Post Repair			
91.	Rotor Runout Post Repair	D . D .	0 " 0 5 10 1	
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing	
92.	Coupling Fit Closest to Bearing Housi	ng Post Repair		
	0 Degrees	90 Degrees	120 Degrees	
	1 - 19.000			
93.	Coupling Fit Closest to the end of the	Shaft Post Repair		
	0 Degrees	60 Degrees	120 Degrees	
94.	Drive End Bearing Shaft Fit Post Repa			
	0 Degrees	60 Degrees	120 Degrees	
95	Opposite Drive End Bearing Shaft Fit	Post Repair		
00.	0 Degrees	60 Degrees	120 Degrees	
	0 D0g.000	00 2 0g. 000	120 2 0g. 000	
96.	Shaft Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
	Shaft Repair Sign-off			
	anical Fits- Bearing Housings - P	-		
98.	Drive End - Endbell Bearing Fit Post F	•		
	0 Degrees	60 Degrees	120 Degrees	
90	Opposite Drive End - Endbell Bearing	Fit Poet Panair		
99.	0 Degrees	60 Degrees	120 Degrees	
	0 Degrees	ou Degrees	120 Deglees	
100.	Bearing Cap Condition Post Repair			
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
	<u> </u>	J.		
101.	End Bell Air Seal Fits Post Repair			
	Drive End Air Seal	Opposite Drive End Air Seal		
100	DE Olevie Book and the Second	to		
102.	DE Sleeve Bearing Inside ID Post Rep		Manager 2	
	Measure 1	Measure 2	Measure 3	

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			Measure 3		
104	4. DE Sleeve Bearing Inside OD Post Repair				
104.	Measure 1	Measure 2	Measure 3		
	Measure 1	iviedsure 2	ivieasure 3		
105.	DE Sleeve Bearing Outside OD Post I	Repair			
	Measure 1	Measure 2	Measure 3		
	modeure !	madara 2	Modeure e		
106.	End Bell Repair Sign-off				
107.	ODE Sleeve Bearing Inside ID Post R	epair			
	Measure 1	Measure 2	Measure 3		
108.	ODE Sleeve Bearing Outside ID Post				
	Measure 1	Measure 2	Measure 3		
100	ODE Sleeve Bearing Inside OD Post I	Donair			
109.	Measure 1	Measure 2	Measure 3		
	Measure 1	ivieasure 2	ivieasure 3		
110.	ODE Sleeve Bearing Outside OD Pos	t Repair			
	Measure 1	Measure 2	Measure 3		
Assen	Assembly				
111.	QC Check All Parts for Cleanliness Pr	ior to Assembly			
112.	Photograph All Major Components pri	or to assembly			
	Photograph All Major Components pri Final Insulation Resistance Test	or to assembly			
113.		or to assembly			
113. 114. 115.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout	or to assembly			
113. 114. 115.	Final Insulation Resistance Test Assembled Shaft Endplay	or to assembly			
113. 114. 115.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout	or to assembly Volts	Volts		
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts		Volts		
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage	Volts			
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts		Volts		
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps	Volts			
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inches	Volts Amps Per Second	Amps		
113. 114. 115. 116.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps	Volts			
113. 114. 115. 116. 117.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inches	Volts Amps Per Second Vertical	Amps		
113. 114. 115. 116. 117.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal	Volts Amps Per Second Vertical	Amps		
113. 114. 115. 116. 117.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal	Volts Amps s Per Second Vertical gs - Inches Per Second	Amps Axial		
113. 114. 115. 116. 117. 118.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal Ambient Temperature - Fahrenheit	Volts Amps s Per Second Vertical gs - Inches Per Second Vertical	Amps Axial		
113. 114. 115. 116. 117. 118.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal Ambient Temperature - Fahrenheit Drive End Bearing Temps - Fahrenheit	Volts Amps S Per Second Vertical Js - Inches Per Second Vertical	Amps Axial Axial		
113. 114. 115. 116. 117. 118.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal Ambient Temperature - Fahrenheit	Volts Amps s Per Second Vertical gs - Inches Per Second Vertical	Amps Axial		
113. 114. 115. 116. 117. 118. 119. 120. 121.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal Ambient Temperature - Fahrenheit Drive End Bearing Temps - Fahrenheit 5 Minutes	Volts Amps Separate Per Second Vertical Separate Per Second Vertical Separate Per Second Vertical Separate Per Second Vertical Separate Per Second	Amps Axial Axial		
113. 114. 115. 116. 117. 118. 119. 120. 121.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Readingt Horizontal Ambient Temperature - Fahrenheit Drive End Bearing Temps - Fahrenheit 5 Minutes Drive End Bearing Temps - Fahrenheit	Volts Amps Per Second Vertical gs - Inches Per Second Vertical it 10 Minutes it 20-30 Minutes	Amps Axial Axial 15 Minutes		
113. 114. 115. 116. 117. 118. 119. 120. 121.	Final Insulation Resistance Test Assembled Shaft Endplay Assembled Shaft Runout Test Run Voltage Volts Test Run Amperage Amps Drive End Vibration Readings - Inchest Horizontal Opposite Drive End Vibration Reading Horizontal Ambient Temperature - Fahrenheit Drive End Bearing Temps - Fahrenheit 5 Minutes	Volts Amps Separate Per Second Vertical Separate Per Second Vertical Separate Per Second Vertical Separate Per Second Vertical Separate Per Second	Amps Axial Axial		

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	35 Minutes	40 Minutes	45 Minutes
124.	Drive End Bearing Temps - Fahrenhei	t 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
40=			
125.	Opposite Drive End Bearing Temps -		
	5 Minutes	10 Minutes	15 Minutes
126	Opposite Drive End Bearing Temps -	Fahrenheit 20-30 Minutes	
120.	20 Minutes	25 Minutes	30 Minutes
	20 Millates	23 Militates	30 Millutes
127.	Opposite Drive End Bearing Temps -	Fahrenheit 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
128.	Opposite Drive End Bearing Temps -	Fahrenheit 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
129.	Stator Temperatures- Fahrenheit		
	5 Minutes	10 Minutes	15 Minutes
130	Stator Temperatures- Fahrenheit 20-3	0 Minutes	
130.	20 Minutes	25 Minutes	30 Minutes
	20 Millutes	23 Militates	30 Millutes
131.	Stator Temperatures- Fahrenheit 35-4	5 Minutes	
	35 Minutes	40 Minutes	45 Minutes
132.	Stator Temperatures- Fahrenheit 50-6	0 Minutes	
	50 Minutes	55 Minutes	60 Minutes
	Document Final Condition with Picture	es after paint	
134	Final Pics and QC Review		

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

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