

LR Motor Shop Repairs

Job Number 102522

Prepared for Amcor (010764)

3033 East 16th St. Russellville AR 72802

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AC Inspection as Found - Maint Shop

AC Inspection - Rev. 2: DV00550AKA1

1.0



FolderID: 102522

FormID: 19474100



AC Inspection as Found

Amcor (010764)

3033 East 16th St. Russellville, AR 72802

AC Inspection - Rev. 2 Hi-Speed Job Number:

2 - Good

 Location:
 Maint Shop
 Spec/ID #:
 0007815

 Serial Number:
 DV00550AKA1
 Serial Number:
 DV00550AKA1

Repair Stage: Final

102522

Priorities Found: 3 - High

Overall Condition

1. Report Date

2. Nameplate Picture



3. Photos of all six sides of the machine.











































4.	Describe the Overall Condition of the	Equipment as Received		
5.	Distance from the end of the shaft to the Coupling/Sheave			
Initia	l Mechanical/Electrical			
6.	Does Shaft Turn Freely?			(Yes) Yes
7.	Does the shaft require T.I.R in Lathe t	o identify additional repairs?		
8.	Does Shaft Have Visible Damage?			
9.	Assembled Shaft Runout			
10.	Assembled Shaft End Play			
11.	Air Gap Variation <10%	Air Gap Variation <10%		
12.	Lead Condition			
13.	Lead Length			
14.	Does it have Lugs?, If so what is the Stud Size?			
15.	Lead Numbers			
16.	Stator Temperature Detector Rating a	nd Function		
	Quantity	Rating	Quantity Passed	
17.	Bearing Temperature Detector Rating			
	Quantity	Rating	Quantity Passed	
10	Frame Condition			
	Fan Condition			
	Heater Quantity, Ratings			
20.		Volts/Watts	Pass/Fail	
	Quantity	voits/vvatts	Pass/Fall	
21.	Broken or Missing Components			
	ial Electrical Inspection			
	Insulation Resistance/Megger			
	Winding Resistance			
	1-2	1-3	2-3	
			2 0	
24.	Perform Surge Test			
25.	Number of Stator Slots			
26.	Stator Condition			
27.	Stator Thermistors/Ohms			
28.	Stator Overloads/Ohms			

Mech	anical Inspection		
	Drive End Bearing Brand		fag
30.	Drive End Bearing Number-		6310 2Z
31.	Drive End Bearing Qty.		1
32.	Drive End Bearing Type		(Ball) Ball Bearing
33.	Drive End Lubrication Type		(Grease) Grease Lubricated
34.	<u> </u>	•	
35.	Drive End Wavy Washer/Snap-Ring	Other Retention Device?	no
36.	9		worn
37.	-11		fag
38.	Opposite Drive End Bearing Number	-	6310 2Z
39.	Opposite Drive End Bearing Qty.		1
40.	Opposite Drive End Bearing Type		(Ball) Ball Bearing
41.	-11		(Grease) Grease Lubricated
42.	Opposite Drive End Bearing Insulatio		
43.	Opposite Drive End Wavy Washer/Sr	· · ·	no
44.	Opposite Drive End Bearing Conditio Drive End Seal	11	60x72x8
46.	Opposite Drive End Seal		60x72x8
47.			OUNTERO
.,,	0 degrees	120 degrees	240 degrees
	o degrees	120 dog1000	240 degices
48.	DE Sleeve Bearing Outside Diameter	•	
	0 degrees	120 degrees	240 degrees
49.	gg		
	0 degrees	120 degrees	240 degrees
50	DE Sleeve Bearing to Housing Clears	2000	
50.	0 degrees	120 degrees	240 degrees
	0 degrees	120 degrees	240 degrees
51.	ODE Sleeve Bearing Inside Diameter	-	
	0 degrees	120 degrees	240 degrees
	9	•	•
52.	ODE Sleeve Bearing Outside Diamet	er	
	0 degrees	120 degrees	240 degrees
53	ODE Sleeve Bearing Housing Inside	Diameter	
00.	0 degrees	120 degrees	240 degrees
	- C 40g, 000	.20 409.000	2 10 4091000
54.	ODE Sleeve Bearing to Housing Clea	arance	
	0 degrees	120 degrees	240 degrees
Dete	Inconcition		
	Inspection Peter Type/Meterial		
	Rotor Type/Material Growler Test		
56.			
57.	Rotor Condition		
ეგ.	NOIDE CONTRIBUTE		

59.	List the Parts needed for the Repair B	elow	
	Signature of Technician that Disassen		
	anical Fits- Rotor		
	Shaft Runout		0.001 inches
62.	Rotor Runout		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
63.	Coupling Fit Closest to Bearing Housing	ng	
	0 Degrees	90 Degrees	120 Degrees
	1.9543	1.9544	1.9544
64.	Coupling Fit Closest to the end of the	Shaft	
	0 Degrees	60 Degrees	120 Degrees
	1.9544	1.9544	1.9544
65.	Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	1.9677	1.9677	1.9678
66.	Drive End Bearing Shaft Fit Condition Undersized		(F) Fail
67.	Opposite Drive End Bearing Shaft Fit		
	0 Degrees	60 Degrees	120 Degrees
	1.969	1.969	1.9689
68.	Opposite Drive End Bearing Shaft Fit	Condition	(P) Pass
69.	Shaft Air Seal Fits		
	Drive End Air Seal	Opposite Drive End Air Seal	
Mecha	anical Fits- Bearing Housings		
	Drive End - Endbell Bearing Fit		
	0 Degrees	60 Degrees	120 Degrees
	4.3325	4.3324	4.332
71.			(F) Fail
72.	Opposite Drive End - Endbell Bearing	Fit	
	0 Degrees	60 Degrees	120 Degrees
	4.3323	4.3322	4.3319
73.	Opposite Drive End - Endbell Bearing Oversized	Fit Condition	(F) Fail
74.	Bearing Cap Condition		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap	
	pass	pass	
75.	End Bell Air Seal Fits	-	
	Drive End Air Seal	Opposite Drive End Air Seal	
76.	List Machine Work Needed Below Sleeve both endbells		

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77. Technician **Trevor Hall** 1- Juli **Root Cause of Failure** 78. Failure locations Seals, bearings, bearing housings, 79. Root cause of failure **Dynamic Balance Report** 80. Rotor Weight and Balance Grade Balance Grade Rotor Weight 81. Initial Balance Readings Drive End Opposite Drive End 82. Final Balance Readings Drive End Opposite Drive End 83. Technician Rewind 84. Core Test Results - Watts loss per Pound Pre-Burnout Post Burnout 85. Core Hot Spot Test Post-Burnout Pre-Burnout 86. Post Rewind Electrical Test- Insulation Resistance 87. Post Rewind Polarization Index 88. Post Rewind Winding Resistance 1-2 1-3 2-3 89. Post Rewind Surge Test 90. Post Rewind Hi-Pot 91. Technician Mechanical Fits- Rotor - Post Repair 92. Shaft Runout Post Repair 93. Rotor Runout Post Repair Drive End Bearing Fit Rotor Body Opposite Drive End Bearing 94. Coupling Fit Closest to Bearing Housing Post Repair 120 Degrees 0 Degrees 90 Degrees 95. Coupling Fit Closest to the end of the Shaft Post Repair 0 Degrees 60 Degrees 120 Degrees

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96.	Drive End Bearing Shaft Fit Post Repair				
	0 Degrees	60 Degrees	120 Degrees		
97.	Opposite Drive End Bearing Shaft Fit	•	400 Doggood		
	0 Degrees	60 Degrees	120 Degrees		
98.	8. Shaft Air Seal Fits Post Repair				
	Drive End Air Seal	Opposite Drive End Air Seal			
	Shaft Repair Sign-off	act Panair			
	Mechanical Fits- Bearing Housings - Post Repair 100. Drive End - Endbell Bearing Fit Post Repair				
100.	0 Degrees	60 Degrees	120 Degrees		
	o Deglees	oo begrees	120 Degrees		
101.	Opposite Drive End - Endbell Bearing	Fit Post Repair			
	0 Degrees	60 Degrees	120 Degrees		
100	Bearing Cap Condition Post Repair				
102.	Drive End Bearing Cap	Opposite Drive End Bearing Cap			
	Drive Life Bearing Cap	Opposite Drive Life Bearing Cap			
103.	103. End Bell Air Seal Fits Post Repair				
	Drive End Air Seal	Opposite Drive End Air Seal			
404	DE 01 D : 1 : 1 ID D : D				
104.	DE Sleeve Bearing Inside ID Post Re Measure 1	oair Measure 2	Measure 3		
	Weasure I	weasure 2	Measure 3		
105.	DE Sleeve Bearing Outside ID Post R	epair			
	Measure 1	Measure 2	Measure 3		
400					
106.	DE Sleeve Bearing Inside OD Post Ro Measure 1	epair Measure 2	Measure 3		
	iviedsure i	iviedsure 2	Wedsule 3		
107.	DE Sleeve Bearing Outside OD Post	Repair			
	Measure 1	Measure 2	Measure 3		
400	Fad Dall Dan 1 O' "				
	End Bell Repair Sign-off ODE Sleeve Bearing Inside ID Post R	enair			
109.	Measure 1	Measure 2	Measure 3		
	ivicasure i	Measure 2	ineasure 3		
110.	ODE Sleeve Bearing Outside ID Post	Repair			
	Measure 1	Measure 2	Measure 3		
444	ODE Classic Passing Inside OD De-1	Donair			
111.	ODE Sleeve Bearing Inside OD Post Measure 1	Repair Measure 2	Measure 3		
	IVIGASUIE I	IVICASUIC Z	INICASUIC 3		
112.	ODE Sleeve Bearing Outside OD Pos	t Repair			
	Measure 1	Measure 2	Measure 3		
Asser	nbly OC Chack All Parts for Claanlingss Pr	ion to Appoint to			

113. QC Check All Parts for Cleanliness Prior to Assembly

114.	Photograph All Major Components	prior to assembly	
115.	Final Insulation Resistance Test		
116.	Assembled Shaft Endplay		
117.	Assembled Shaft Runout		
118.	Test Run Voltage		
	Volts	Volts	Volts
440	T 15 A		
119.	Test Run Amperage	A	A
	Amps	Amps	Amps
120.	Drive End Vibration Readings - Inc	ches Per Second	
	Horizontal	Vertical	Axial
121.	Opposite Drive End Vibration Read	•	
	Horizontal	Vertical	Axial
122.	Ambient Temperature - Fahrenhei	<u> </u>	
	Drive End Bearing Temps - Fahren		
	5 Minutes	10 Minutes	15 Minutes
124.	Drive End Bearing Temps - Fahren		
	20 Minutes	25 Minutes	30 Minutes
125	Drive End Bearing Temps - Fahrei	nheit 35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes
126.	Drive End Bearing Temps - Fahrei	nheit 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
127	Opposite Drive End Bearing Temp	s Enhrophoit	
121.	5 Minutes	10 Minutes	15 Minutes
	o iviiriates	To Williates	10 Williates
128.	Opposite Drive End Bearing Temp	s - Fahrenheit 20-30 Minutes	
	20 Minutes	25 Minutes	30 Minutes
400	One of the Drive Ford Decision Town	- Fahranhait OF AF Minutas	
129.	Opposite Drive End Bearing Temp		45 Minutos
	35 Minutes	40 Minutes	45 Minutes
130.	Opposite Drive End Bearing Temp	s - Fahrenheit 50-60 Minutes	
	50 Minutes	55 Minutes	60 Minutes
131.	Stator Temperatures- Fahrenheit	40.00	4-10
	5 Minutes	10 Minutes	15 Minutes
132.	Stator Temperatures- Fahrenheit 2	20-30 Minutes	
	20 Minutes	25 Minutes	30 Minutes
			55
133.	Stator Temperatures- Fahrenheit 3	35-45 Minutes	
	35 Minutes	40 Minutes	45 Minutes

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134. Stator Temperatures- Fahrenheit 50-60 Minutes			
50 Minutes	55 Minutes	60 Minutes	
135. Document Final Condition with Pictures after paint			
136. Final Pics and QC Review			



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

- 1. APPLICABILITY. 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. SCOPE OF GOODS AND/OR SERVICES. The goods and/or services provided by Hi-Speed pursuant to any quotation shall be limited exclusively to those goods and/or services expressly identified therein. Hi-Speed does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in any quotation. Modifications, additions or deletions to or from the scope referenced in any quotation shall only bee effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. <u>DELIVERY OF GOODS AND/OR SERVICES.</u> Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
- **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buver agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
- 7. INSPECTION/ACCEPTANCE. All goods and services ordered pursuant to any quotation shall be subject to inspection by Buyer after delivery or performance to determine conformity with the quotation and/or purchase order and Hi-Speed's advertised or published specifications. Buyer shall have a period of thirty (30) days from shipment of goods at the delivery destination specified in the quotation within which to inspect the goods for conformity with the quotation, order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the quotation, purchase order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to Hi-Speed of any discrepancy, nonconformance or rejection, Hi-Speed shall have sixty (60) days to cure the alleged discrepancy and/or nonconformance. If Hi-Speed fails to cure in this time period, Buyer shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to Hi-Speed. Buyer shall notify Hi-Speed and arrange for the return of the goods as required. Should such non-conforming services be rejected Hi-Speed shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the warranty provisions herein.
- 8. WARRANTIES. Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

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

- 9. <u>LIMITATION OF DAMAGES.</u> HI-SPEED SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF HI-SPEED WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HI-SPEED SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL HI-SPEED BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER.
- 10. <u>SEVERABILITY.</u> The partial or complete invalidity of any provision of these Standard Terms and Conditions shall not affect the enforceability of the remainder of these Standard Terms and Conditions. If any provision is found to be invalid or unenforceable, that portion shall be modified to make it enforceable or shall be stricken and the remainder of these Standard Terms and Conditions shall enforced.
- 11. **GOVERNING LAW AND JURISDICTION.** Any controversy arising out of any quotation, the purchase order, the goods sold or delivered, repair or replacement thereof, or any services provided pursuant to any quotation or any purchase order, or these Standard Terms and Conditions shall be governed by the laws of the state of Tennessee without regard to any choice of law provisions and any cause of action related in any manner thereto shall be brought only in the state or federal courts of Shelby County, Tennessee.
- 12. 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.