



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

LR Motor Shop Repairs

**Job Number 103321**

Prepared for Tyson Foods (10914)

1238 Market Street  
Clarksville AR 72830

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

## Submersible Pump Repair Report

Tyson Foods (10914)

1238 Market Street  
Clarksville, AR 72830

FolderID: 103321  
FormID: 21219005

### Submersible Pump Repair Report

Location: MOTOR SHOP LR

Serial Number: C2436155

Description: 7.5HP GOULDS PUMP

Make: GOULDS

HP: 7.5 (HP)

Model: HS753204

Serial: C2436155

V: 230 (V)

A: 23 (A)

RPM: 1725 (RPM)

Phase: 3

Priorities Found: ● 5 - High ● 34 - Good

### General

1. Job Number

103321



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1.0



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1.1





2. Report Date	10/02/2024
3. Customer	Tyson
Initial Pump Inspection	
4. Power Cord Wire Size	12 AWG
5. Power Cord # of Conductors	4
6. Power Cord Length	15 ft
7. Power Cord Condition	(P) Pass
8. Sensor Cord Wire Size	0 AWG
9. Sensor Cord # of Conductors	0

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10.	Sensor Cord Length	0 ft
11.	Sensor Cord Condition	(N) NA
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	(F) Fail
16.	Number of Wear Rings	0
17.	Wear Ring Condition	(N) NA
18.	Wear Ring Size	0 in
19.	Wear Ring Clearance to Impeller	0 in
20.	Wear Ring Material	na
● 21.	Seal Surfaces Condition	(F) Fail
22.	Seal Type	Mechanical
23.	Number of Seals	2
24.	Seal Material on Rotary Face	carbon
25.	Seal Material on Stationary Seat	ceramic
26.	Elastic Component Material	Buna
27.	Seal OD	1.75 mm
28.	Seal ID	1.125 in
29.	Seal Sleeve Material	na
● 30.	Seal Plate Condition	(P) Pass
● 31.	Water Sensor in Seal Cavity?	(N) No
● 32.	Oil Filled Seal Cavity?	(Y) Yes
● 33.	Oil Filled Stator?	(Y) Yes
<b>Initial Inspection</b>		
34.	Number of Leads	3
35.	Lead Length	10 Inches
36.	Lead Size	10
● 37.	Lead Condition	(P) Pass
38.	Lead Markings	na
39.	Lead Size for Oil Filled Stator	10 AWG
40.	Lug Size, Condition, and Type	None
● 41.	Overload Required?	(N) No
● 42.	Winding RTD's	(N) No
● 43.	Winding Rtd's Condition	(NA) Not Applicable
44.	Shaft Run Out	0
45.	Does Shaft Turn Freely	yes
46.	Does Shaft Have Visible Damage	no
47.	Bearing Rtd's	(NA) Not Applicable
● 48.	Bearing Rtd's Condition	(NA) Not Applicable
49.	Contamination	Water
● 50.	Frame Condition	(P) Pass
● 51.	Fan Condition	(NA) Not Applicable



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52. Broken or missing components	
<i>None</i>	
<b>Initial Electric Test</b>	
53. Resistance to Ground	0 Mohm
54. Winding Resistance 1-2	0 Ohm
55. Winding Resistance 2-3	0 Ohm's
56. Winding Resistance 1-3	0 Ohm's
57. Resistive Imbalance	0 %
58. Hi-Pot	0 Ua
59. Surge Test	(F) Fail
60. Stator Condition	rewind
61. Failure Location	slot
<b>Initial Rotor Inspection</b>	
62. Rotor Type	cast aluminum
63. Air Gap <10% Variation	(P) Pass
64. Number of Rotor Bars	31
65. Number of Broken Rotor Bars	0
66. Growler Test	(P) Pass
67. Rotor Condition	(P) Pass
<b>Mechanical Inspection</b>	
68. Bearing Manufacturer	na
69. Bearing DE Size	6303
70. Bearing DE Type	ball
71. DE Bearing Qty.	1
72. Bearing ODE Size	6206
73. Bearing ODE Type	ball
74. ODE Bearing Qty.	1
75. Insulated Bearing	none
76. Lubrication Type	oil
77. Grease Condition	(NA) Not Applicable
78. Bearing Retainers	(NA) Not Applicable
79. Shaft Grounding Device	(NA) Not Applicable
80. DE Seal	(NA) Not Applicable
81. DE Seal Type/Size	na
82. ODE Seal	(NA) Not Applicable
83. ODE Seal Type/Size	na
<b>Root Cause of Failure</b>	
84. Component Failure	seal
85. Cause of Failure	
<i>Wear</i>	
86. Comments	
<i>Rewind 6303 6206 1.125*1.75 seal. 1.125* 1.75 sic sic seal</i>	

**Machine Fit Inspection Report**

88. Shaft Run Out	(P) Pass	
89. Initial Shaft Run Out	0 "	
90. Final Shaft Run Out	0 "	
91. DE Bearing Shaft Fit	(P) Pass	
92. DE Initial Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
93. DE Final Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
94. ODE Bearing Shaft Fit	(P) Pass	
95. ODE Initial Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
96. ODE Final Shaft Bearing Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
97. DE Air Seal Shaft Fit	(P) Pass	
98. DE Air Seal Shaft Size		
Initial	Final	
0	0	
99. ODE Air Seal Shaft Fit	(P) Pass	
100. ODE Air Seal Shaft Size		
Initial	Final	
0	0	
101. DE Endbell Fit	(P) Pass	
102. DE Initial Endbell Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
103. DE Final Endbell Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
104. DE Endbell Fit Insulated	(NA) Not Applicable	
105. DE Endbell Air Seal Fit	(P) Pass	
106. DE Endbell Air Seal Fit Size		
Initial	Final	
0	0	
107. ODE Endbell Fit	(P) Pass	



108. ODE Initial Endbell Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
109. ODE Final Endbell Fit Size		
Measure 1	Measure 2	Measure 3
0	0	0
110. ODE Endbell Fit Insulated		(NA) Not Applicable
111. ODE Endbell Air Seal Fit		(P) Pass
112. ODE Endbell Air Seal Fit Size		
Initial	Final	
0	0	
113. Foot Flatness		(NA) Not Applicable
114. Foot Condition		(NA) Not Applicable
115. Flange Condition		(P) Pass
116. Service Technician		David Maclin
		
<b>Balancing Report</b>		
117. Balance Type		na
118. Balance Operating Speed		0 RPM
119. Start Left End		0 Mills
120. Start Right End		0 Mills
121. Balancing Specification		0
122. Finish Left End		0 Mills
123. Finish Right End		0 Mills
124. Service Technician		David Maclin
		
<b>Assembly and Final Test</b>		
125. Rotor and Impeller Balanced		(Y) Yes



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<div><div></div></div> 126. Stator Housing Refilled with Oil (if required)	(Y) Yes	
<div><div></div></div> 127. Stator Pressure Test	(P) Pass	
<div><div></div></div> 128. Seal Cavity Pressure Test	(P) Pass	
129. Time Under Pressure	15 min	
130. Overload Continuity	(N) NA	
131. Water Sensor Open?	(NA) Not Applicable	
132. Meggar Testing Reading	2000 Mohm	
<div><div></div></div> 133. Surge Test	(P) Pass	
134. Hi-Pot	0 Ua	
135. Winding Resistance		
1-2	2-3	3-1
0.0598	0.0599	0.598
<div><div></div></div> 136. Test Run	(P) Pass	
137. Test Run Voltage		
Phase A	Phase B	Phase C
227	225	227
<div><div></div> Witnessed by Robert wiley</div>		



138. Test Run Current			
Phase A	Phase B	Phase C	
9.9	9.5	9.300000000000001	

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139. DE Vibration Reading		
Horizontal	Vertical	Axial
0	0	0
140. ODE Vibration Reading		
Horizontal	Vertical	Axial
0	0	0
141. Ambient Temp at start of Test Run	74 Degrees F.	
142. Temp at 5 minutes	0 Degrees F.	
143. Temp at 10 minutes	0 Degrees F.	
144. Temp at 15 minutes	0 Degrees F.	
145. Temp at 20 minutes	0 Degrees F.	
146. Temp at 25 minutes	0 Degrees F.	
147. Temp at 30 minutes	0 Degrees F.	
148. Temp at 35 minutes	0 Degrees F.	
149. Temp at 40 minutes	0 Degrees F.	
150. Temp at 45 minutes	0 Degrees F.	
151. Temp at 50 minutes	0 Degrees F.	
152. Temp at 55 minutes	0 Degrees F.	
153. Temp at 60 minutes	0 Degrees F.	



A handwritten signature in black ink, appearing to read 'David Maclin', is written across the signature line.





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

## AC Form Coil Winding Report

FolderID: 103321  
FormID: 21672501

### Tyson Foods (10914)

1238 Market Street  
Clarksville, AR 72830

MOTOR SHOP LR

Priorities Found:

#### Stator Winding

1. Core Length
2. Core ID
3. Back Iron Depth
4. Finger Plate Width
5. Overall Coil Length
6. Connection End Extension Length
7. Opposite Connection End Extension Length
8. Straight Length Bottom Side
9. Straight Length Top Side
10. Small knuckle drop Connection End
11. Small knuckle drop opposite connection end
12. Large knuckle drop connection end
13. Large knuckle drop opposite connection end
14. Connection Support Ring from Core
15. Opposite Connection Support Ring from core
16. Connection Support Ring Id
17. Opposite Connection Support Ring ID
18. Slot Depth
19. Slot depth under wedge
20. Slot Width
21. Lead Location
22. Coil Type
23. Tooth Width
24. Number of Vents
25. Vent Width
26. Before Burnout Core loss
27. Flux Before Burnout
28. Watts before burnout
29. Watts loss per lb. before burnout
30. After Burnout Core Loss
31. Flux After burnout
32. Watts After Burnout
33. Watts loss per lb After Burnout
34. Core Iron Condition
35. RTD's
36. RTD's Reading

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37. Motor Heaters
38. Heater Qty.
39. Heater Voltage
40. Heater Wattage
41. Thermistors
42. Number of Poles
43. Slots
44. Number of Coils
45. Coil Weight
46. Lead Markings
47. Grouping
48. Wire Size
49. Turns per coil
50. Total Wires in parallel
51. Wire Insulation
52. Iron Skewed
53. Pitch 1 to:
54. Connection
55. Lead Length
56. Lead Size
57. Number of Leads
58. Megger Reading After Rewind
59. Coil Machine Slot
60. Coil Machine Tip
61. Coil Machine Pitch
62. Hi Pot Reading After Rewind
63. Surge Pattern After Rewind
64. Service Technician



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

## AC Random Coil Rewind Report

FolderID: 103321  
FormID: 21672545

### Tyson Foods (10914)

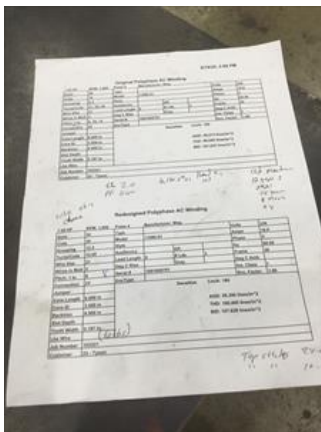
1238 Market Street  
Clarksville, AR 72830

MOTOR SHOP LR

Priorities Found:

#### General

1. Job Number	103321
2. Report Date	
3. Customer	Tyson



#### Stator Winding

4. Core Length	6 "
5. Core ID	3.5 "
6. Back Iron Depth	0.5 "
7. Slot Depth	0.625 "
8. Tooth Width	0.187 "
9. Number of Vents	0
10. Vent Width	0 "

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11. Before Burnout Core loss	
12. Flux Before Burnout	
13. Watts before burnout	
14. Watts loss per lb. before burnout	
15. After Burnout Core Loss	
16. Flux After burnout	
17. Watts After Burnout	
18. Watts loss per lb After Burnout	
19. Core Iron Condition	
20. RTD's	
21. RTD's Reading	<b>Ohm's</b>
22. Motor Heaters	
23. Heater Qty.	<b>0</b>
24. Heater Voltage	<b>Volts</b>
25. Heater Wattage	<b>Watts</b>
26. Thermistors	
27. Number of Poles	<b>4</b>
28. Slots	<b>36</b>
29. Number of Coils	<b>18</b>
30. Coil Weight	
31. Lead Markings 1-9	
32. Grouping 6of3	
33. Multiple Wires	
34. Wire Size 2#21	
35. Turns per coil 27-29-29	
36. Pitch 1 to: 8-10-12	
37. Connection 2y	
38. Lead Length	<b>8 "</b>
39. Lead Size	<b>16</b>
40. Number of Leads	<b>3</b>
41. Megger Reading After Rewind	
42. Coil Machine Slot	
43. Coil Machine Tip	
44. Coil Machine Pitch	
45. Hi Pot Reading After Rewind	
46. Surge Pattern After Rewind	
47. Service Technician	



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4. **BILLING AND PAYMENT TERMS.** Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
5. **DELIVERY OF GOODS AND/OR SERVICES.** Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
6. **DELIVERY SITE AND TIME FOR PERFORMANCE.** Hi-Speed and Buyer agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
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 PARTICULAR USE OR PURPOSE. BUYER WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY AT EQUITY OR LAW OR CAUSE THIS AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN AS SET FORTH HEREIN, REGARDLESS OF THE CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, GOODS LIABILITY, STRICT LIABILITY OR OTHERWISE.

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