

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104455

Prepared for Buzzi Unicem

8900 LINDSEY ROAD LITTLE ROCK AR 72206

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AC Random Coil Rewind Report - LR MOTOR SHOP



AC Inspection as Found

Buzzi Unicem 8900 LINDSEY ROAD LITTLE ROCK, AR 72206

AC Inspection - Rev. 2

Location:	LR MOTOR SHOP
Serial Number:	UD1804/77149221

Description:20 HP SIEMANS

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

FolderID: 104455 FormID: 24119269

Hi-Speed Job Number:	104455
Manufacturer:	Siemens
Product Number:	1AV3137A1PC30051CA700A
Spec/ID #:	D-90441
Serial Number:	UD1804/77149221
HP/kW:	20 (HP)
RPM:	3565 (RPM)
Voltage:	460
Current:	24.5 (Amps)
Phase:	Three
Hz:	460 (Hz)
Service Factor:	1.15
Enclosure:	TEFC
# of Leads:	12
J-box Included:	Complete
Date Received:	05/01/2025
Bearing RTDs:	No
Stator RTDs:	No
Repair Stage:	Final
Rewind:	Yes
Shaft Machined Fit Repairs Required:	Yes
Bearing Housing Machined Fit Repairs Required:	No
Heaters:	No
Winding Type :	Random Wound
Bearing Type:	Rolling Element

Priorities Found: 🔵 5 - High

🔵 13 - Good

Overall Condition

1. Report Date

05/01/2025

2. Nameplate Picture



3. Photos of all six sides of the machine.









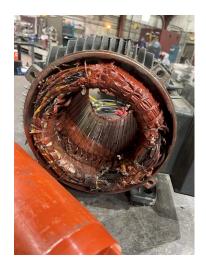




















	4.	Describe the Overall Condition of the Equipment as Received	
		Rewind, machine drive end shaft fit. And bearings	
	5.	Distance from the end of the shaft to the Coupling/Sheave	inches
	6.	Is this a UL Listed Motor	(No) No
	7.	Is the motor water cooled or can be pressure checked before teardown	(No) No
In	itial	Mechanical/Electrical	
	8.	Does Shaft Turn Freely?	(Y) Yes
	9.	Does the shaft require T.I.R in Lathe to identify additional repairs?	(No) No
	10.	Does Shaft Have Visible Damage?	(No) No
	11.	Assembled Shaft Runout	0.001 Inches
	12.	Assembled Shaft End Play	inches
	13.	Air Gap Variation <10%	
	14.	Lead Condition	(P) Pass
	15.	Lead Length	9 Inches
	16.	Does it have Lugs?, If so what is the Stud Size?	(Yes) Yes
	17.	Lead Numbers	u1v1w1u2v2w2u3v3w3u4v4w4
	18.	Are the Leads insulated with Chico or other material	(No) No
	19.	Frame Condition	good
	20.	Fan Condition	(N) NA

21.			(No) No
22.	0 1	nents	missing fan and fan cover
	Electrical Inspection		
	Insulation Resistance/Meg	ger	0 Megohms
24.	Winding Resistance		
	1-2	1-3	2-3
	0	0	0
25.			(F) Fail
26.	Number of Stator Slots		36
27.	Stator Condition		rewind
28.			
29.	Stator Overloads/Ohms		
Mecha	anical Inspection		
30.	Drive End Bearing Brand		NTN
31.	Drive End Bearing Numbe	r-	6308z
32.	Drive End Bearing Qty.		1
33.	Drive End Bearing Type		(Ball) Ball Bearing
34.	Drive End Lubrication Typ	9	(Grease) Grease Lubricated
35.	Drive End Bearing Insulati	on or Grounding Device?	no
36.	Drive End Wavy Washer/S	Snap-Ring Other Retention Device?	no
37.	Drive End Bearing Conditi	n	worn
38.	Opposite Drive End Bearing	ng Brand	NTN
39.	Opposite Drive End Bearing	ng Number-	6208z
40.	Opposite Drive End Bearing	ng Qty.	1
41.	Opposite Drive End Bearing	ад Туре	(Ball) Ball Bearing
42.	Opposite Drive End Lubric	ation Type	(Grease) Grease Lubricated
43.	Opposite Drive End Bearing	g Insulation or Grounding Device?	no
44.	Opposite Drive End Wavy	Washer/Snap-Ring Other Retention Device?	no
45.	Opposite Drive End Bearing	ng Condition	worn
46.	Drive End Seal		
47.	Opposite Drive End Seal		
Rotor	Inspection		
48.	Rotor Type/Material		(Squirrel Aluminum) Squirrel Cage Aluminum Die Cast
49.	Growler Test		(Pass) Pass
50.	Number of Rotor Bars		28
51.	Rotor Condition		pass
52.	List the Parts needed for t	ne Repair Below	
	Rewind. Machine drive end	shaft fit. 6308z and 6208z.	
53. ~	Signature of Technician th	at Disassembled Motor	Trevor Hall
/			
	anical Fits- Rotor		
54.	Shaft Runout		0.001 inches

	Rotor Runout			
55.		Datas Data		
	Drive End Bearing Fit	Rotor Body	Opposite Drive E	ind Bearing
56	Coupling Fit Closest to Bearing Housi	pa		
00.	0 Degrees	90 Degrees	120 Degrees	
	0 Degrees	30 Degrees	120 Degrees	
	Tapered			
57.	Coupling Fit Closest to the end of the	Shaft		
	0 Degrees	60 Degrees	120 Degrees	
	Tapered			
58.	Drive End Bearing Shaft Fit			
	0 Degrees	60 Degrees	120 Degrees	
	1.5711	1.5711	1.5711	
59.	Drive End Bearing Shaft Fit Condition			(F) Fail
-	Undersized			
60.	Opposite Drive End Bearing Shaft Fit	_	_	
	0 Degrees	60 Degrees	120 Degrees	
	1.5747	1.5747	1.5747	
	Opposite Drive End Bearing Shaft Fit	Condition		(F) Fail
-	Undersized			
62.	Shaft Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	good	good		
	anical Fits- Bearing Housings			
63.	Drive End - Endbell Bearing Fit		(00 D	
	0 Degrees	60 Degrees	120 Degrees	
C 4	3.5433	3.5434	3.5433	
	Drive End - Endbell Bearing Fit Condi			(P) Pass
65.	Opposite Drive End - Endbell Bearing		100 Dama as	
	0 Degrees	60 Degrees	120 Degrees	
66	3.1496	3.1496	3.1497	
66. 67.	Opposite Drive End - Endbell Bearing Bearing Cap Condition			(P) Pass
07.		Opposite Drive End Pacring Can		
	Drive End Bearing Cap	Opposite Drive End Bearing Cap		
68.	End Bell Air Seal Fits			
	Drive End Air Seal	Opposite Drive End Air Seal		
	good	good		
	-	-		
69.	List Machine Work Needed Below			
69.	List Machine Work Needed Below Machine DE shaft			

Co sign: CRW

Root	Cause of Failure		
	Failure locations		
	Windings, bearings and drive end shaft	fit	
72.	Root cause of failure		
	Windings look single phased. Shaft bec	ame undersized and took out the drive end bea	aring.
Dynai	mic Balance Report		
73.	Rotor Weight and Balance Grade		
	Rotor Weight	Balance Grade	
74.	Initial Balance Readings		
	Drive End	Opposite Drive End	
75.	Final Balance Readings		
70.	Drive End	Opposite Drive End	
76.	Technician		
Rewir	nd		
77.	Core Test Results - Watts loss per Po	und	
	Pre-Burnout	Post Burnout	
70			
78.	Core Hot Spot Test		
	Pre-Burnout	Post-Burnout	
79.	Post Rewind Electrical Test- Insulation	n Resistance	Megohms
80.	Post Rewind Polarization Index		Polarization Index
81.	Post Rewind Winding Resistance		
	1-2	1-3	2-3
82.	Post Rewind Surge Test		
	Post Rewind Hi-Pot		micro-amps
-	Technician		
	anical Fits- Rotor - Post Repair		
	Shaft Runout Post Repair		0.002 inches
86.	1		
	Drive End Bearing Fit	Rotor Body	Opposite Drive End Bearing
	0.002	0.001	0.002
87.	5		
	0 Degrees	90 Degrees	120 Degrees
88.	Coupling Fit Closest to the end of the	Shaft Post Repair	
	0 Degrees	60 Degrees	120 Degrees
	0	0	5

89. Drive End Bearing Shaft	Fit Post Repair		
0 Degrees	60 Degrees	120 Degrees	
1.5753	1.5753	1.5753	



90. Opposite Drive End Beari	ng Shaft Fit Post Repair	
0 Degrees	60 Degrees	120 Degrees
1.5753	1.5753	1.5752



91.	Shaft Air Seal Fits Post Repair		
	Drive End Air Seal	Opposite Drive End Air Seal	
92.	Shaft Repair Sign-off		Gary
Accor	nhu		
Asser	•		
93.	QC Check All Parts for Cleanliness Pr		Cw
94.	Photograph All Major Components pri	or to assembly	(Complete) Complete

			Inches
96. Assembled Shaft Endplay97. Assembled Shaft Runout			inches inches
O.001			inches
98. Test Run Voltage			
Volts	Volts	Volts	
PERMIX VECHNOLAGES AND PERMIT AND PERMI	0	M. SAF MULTING	
elta 99. Test Run Amperage	Y		
Amps	Amps	Amps	
иала метан ОЧБО ОЧБО ОЧБ /	<u> </u>	159 0458 0481	
elta	Y		
elta 100. Drive End Vibration Readings - Ir	Y nches Per Second		
elta	Y		
elta 100. Drive End Vibration Readings - Ir Horizontal	Y nches Per Second Vertical		
elta 100. Drive End Vibration Readings - Irr Horizontal 101. Opposite Drive End Vibration Read	Y nches Per Second Vertical adings - Inches Per Second	Image:	
elta 100. Drive End Vibration Readings - Ir Horizontal	Y nches Per Second Vertical		
elta 100. Drive End Vibration Readings - Irr Horizontal 101. Opposite Drive End Vibration Read	Y nches Per Second Vertical adings - Inches Per Second Vertical	Image:	
elta 100. Drive End Vibration Readings - In Horizontal 101. Opposite Drive End Vibration Readings	Y nches Per Second Vertical adings - Inches Per Second Vertical	Image:	

15 Minutes

105. Document Final Condition with Pictures after paint







106. Final Pics and QC Review

hun Co sign: TRH

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Cw



FolderID: 104455 FormID: 24497123

AC Random Coil Rewind Report

Buzzi Unicem

8900 LINDSEY ROAD LITTLE ROCK, AR 72206

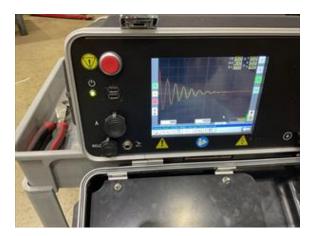
LR MOTOR SHOP

Priorities Found: **5 - Good**

Gener	al	
1.	Job Number	104455
2.	Report Date	05/19/2025
3.	Customer	Buzzi
Stato	Winding	
4.	Core Length	7.25 "
5.	Core ID	4.75 "
6.	Back Iron Depth	1.125 "
7.	Slot Depth	0.5 "
8.	Tooth Width	0.25 "
9.	Number of Vents	
10.	Vent Width	
11.	Before Burnout Core loss	(P) Pass
12.	Flux Before Burnout	
13.	Watts before burnout	
14.	Watts loss per lb. before burnout	0.926 W/lbs.
15.	After Burnout Core Loss	(P) Pass
16.	Flux After burnout	
17.	Watts After Burnout	
18.	Watts loss per Ib After Burnout	1.296 W/lbs.
) 19.	Core Iron Condition	(P) Pass
20.	RTD's	
21.	RTD's Reading	
22.	Motor Heaters	
23.	Heater Qty.	
24.	Heater Voltage	
	Heater Wattage	Watts
26.	Thermistors	
27.	Number of Poles	2
28.	Slots	36
29.	Number of Coils	18
30.	•	
31.		
32.		
	6 Of 3	
33.	Multiple Wires	(Y) Yes

34.	Wire Size	
	4#.0280. 4#21	
	2#.0295. 2#22	
35.	Turns per coil	18
36.	Pitch 1 to:	
	14-16-18	
37.	Connection	
	12lead 1circuit	
38.	Lead Length	9 "
39.	Lead Size	16
40.	Number of Leads	12
41.	Megger Reading After Rewind	221 Mohms
42.	Coil Machine Slot	
43.	Coil Machine Tip	
44.	Coil Machine Pitch	
45.	Hi Pot Reading After Rewind	Ua
	3.0277	

46. Surge Pattern After Rewind



47. Service Technician

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Conn End. 2.50 Opp End 2.0

RA

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RHR

(P) Pass









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- 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. 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

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.