

EVERY DAY SINCE 1946

LR Motor Shop Repairs

Job Number 104208

Prepared for Georges Inc

1810 S. St. Louis Street Batesville AR 72501

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Submersible Pump Repair Report - LR MOTOR SHOP

Submersible Pump Repair Report: 220216/11



Submersible Pump Repair Report

Georges Inc 1810 S. St. Louis Street Batesville, AR 72501 FolderID: 104208 FormID: 23547396

Submersible Pump Repair Report	Make:	BARMESA
Location: LR MOTOR SHOP	HP:	24 (HP)
Serial Number: 220216/11	Model:	6BSE24044LDS
Description:24 HP BARMESA PUMP	Serial:	220216/11
	V:	460 (V)
	A:	314 (A)
	Hz:	60 (Hz)
	Phase:	3
	Impeller Diameter:	10.5 (in)

Priorities Found: 🔵 7 - High

🔵 30 - Good

General





























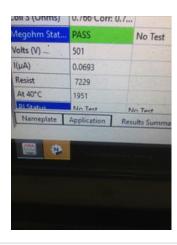


0		00/40/0005
2.	Report Date	03/19/2025
3.	Customer	Gorges
Initial	Pump Inspection	
4.	Power Cord Wire Size	2 AWG
5.	Power Cord # of Conductors	3
-	3 ground symmetrical	
6.	Power Cord Length	ft
-	27ft	
• 7.	Power Cord Condtion	(P) Pass
8.	Sensor Cord Wire Size	AWG
9.	Sensor Cord # of Conductors	
10.	Sensor Cord Length	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

	15.	Impeller Condition	(P) Pass
	16.	Number of Wear Rings	
	•	1	
	17.	Wear Ring Condition	(P) Pass
	18.	Wear Ring Size	in
	19.	Wear Ring Clearance to Impeller	in
	20.	Wear Ring Material	brass
	21.	Seal Surfaces Condition	(P) Pass
	22.	Seal Type	Mechanical
	23.	Number of Seals	
	•	1 double sided mechanical seal	
	24.	Seal Material on Rotary Face	
	•	Sic on motor side Carbon on impeller side	
	25.	Seal Material on Stationary Seat	
	•	Ceramic on motor side Sick on impeller side	
	26.	Elastic Component Material	Buna
	27.	Seal OD	mm
	-	2.6250- sic-impeller side 2.6250- ceramic-motor side	
	28.	Seal ID	in
		1.8700-sic-impeller side 1.8700-carbon-motor side	
	29.	Seal Sleeve Material	
	30.	Seal Plate Condition	(P) Pass
	31.	Water Sensor in Seal Cavity?	(Y) Yes
	32.	Oil Filled Seal Cavity?	(Y) Yes
	33.		(Y) Yes
In		Inspection	
		Number of Leads	9
	35.	Lead Length	18 Inches
	36.	Lead Size	
	37.	Lead Condition	(P) Pass

38.	Lead Markings	1-9
39.	Lead Size for Oil Filled Stator	AWG
40.	Lug Size, Condition, and Type	
41.	Overload Required?	
	Yes 0.3 ohms	
4 2.	Winding RTD's	(N) No
43.	Winding Rtd's Condition	(NA) Not Applicable
44.	Shaft Run Out	
45.	Does Shaft Turn Freely	
46.	Does Shaft Have Visible Damage	
47.	Bearing Rtd's	(NA) Not Applicable
48.	Bearing Rtd's Condition	(NA) Not Applicable
49.	Contamination	
50.	Frame Condition	(P) Pass
51.	Fan Condition	(NA) Not Applicable
52.	Broken or missing components	
	Impeller bolt is broke in shaft	
Initial	Electric Test	

53. Resistance to Ground



• 54. Winding Resistance 1-2

Thermoplastic	None
PASS	No Test
	15.000
1	
0.513 Corr: 0.5	1.00
0.512 Corr. 0.5	
0.512 Corr. 0.5	
0.243	
0.770 Corr. 0.7	
0.768 Corr. 0.7	
0 766 Com 0.7.	
A REAL PROPERTY AND A REAL PROPERTY.	Test
appression Res	ults Summary
	PASS 0.513 Corr: 0.5 0.512 Corr: 0.5 0.512 Corr: 0.5 0.243 0.770 Corr: 0.7 0.768 Corr: 0.7 0.766 Corr: 0.7

55. Winding Resistance 2-3

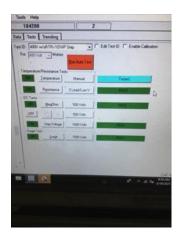
Ohm's

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

Ohm

Mohm

56.	Winding Resistance 1-3	Ohm's
57.	Resistive Imbalance	%
58.	Hi-Pot	Ua
• 59.	Surge Test	(P) Pass



60.	Stator Condition	wash and bake
61.	Failure Location	bearings and seals
Initial	Rotor Inspection	
62.	Rotor Type	squirrel cage aluminum
63.	Air Gap <10% Variation	(NA) Not Applicable
64.	Number of Rotor Bars	
	56	
65.	Number of Broken Rotor Bars	
66.	Growler Test	(P) Pass
67.	Rotor Condition	(P) Pass
Mech	anical Inspection	
68.	Bearing Manufacturer	skf
69.	Bearing DE Size	3310



70. Bearing DE Type	double row double ball
71. DE Bearing Qty.	1

72. Bearing ODE Size



84. Component Failure seals, bearings, and impeller bolt broke 85. Cause of Failure Bolt broke causing impeller to slide off shaft 86. Comments 87. Service Technician Cw		Bearing ODE Type		ball
76. Lubrication Type oil 77. Grease Condition (NA) Not Applicable 78. Bearing Retainers (NA) Not Applicable 78. Shaft Grounding Device (NA) Not Applicable 79. Shaft Grounding Device (NA) Not Applicable 79. Shaft Grounding Device (NA) Not Applicable 79. Shaft Grounding Device (NA) Not Applicable 80. DE Seal (NA) Not Applicable 81. DE Seal (NA) Not Applicable 82. ODE Seal (NA) Not Applicable 83. ODE Seal (NA) Not Applicable Root Cause of Failure 84. Component Failure seals, bearings, and impeller bolt broke 85. Cause of Failure Seals, bearings, and impeller bolt broke 86. Comments Cw 87. Service Technician Cw 88. Shaft Run Out " 98. Initial Shaft Run Out " 99. Inital Shaft Run Out " 91. DE Bearing Shaft Fit (P) Pass 92. DE Inital	74.	ODE Bearing Qty.		1
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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) Not Applicable 82. ODE Seal Type/Size (NA) Not Applicable 83. ODE Seal Type/Size (NA) Not Applicable Root Cause of Failure 84. Component Failure seals, bearings, and impeller bolt broke 85. Cause of Failure seals, bearings, and impeller bolt broke 86. Comments Cw Cw Machine Fit Inspection Report (P) Pass 89. Initial Shaft Run Out (P) Pass 90. Final Shaft Run Out " 91. DE Bearing Shaft Fit (P) Pass 92. DE Initial Shaft Run Out " 93. DE Final Shaft Bearing Fit Size Measure 1 93. DE Final Shaft Bearing Fit Size Measure 3	76.	Lubrication Type		oil
79. Shaft Grounding Device (NA) Not Applicable 80. DE Seal (NA) Not Applicable 81. DE Seal Type/Size (NA) Not Applicable 82. ODE Seal (NA) Not Applicable 83. ODE Seal Type/Size (NA) Not Applicable Root Cause of Failure 84. Component Failure seals, bearings, and impeller bolt broke 85. Cause of Failure seals, bearings, and impeller bolt broke 86. Comments (Cw) Cw Machine Fit Inspection Report (P) Pass 89. Initial Shaft Run Out (P) Pass 89. Initial Shaft Run Out " 90. Final Shaft Run Out " 91. DE Bearing Shaft Fit (P) Pass 92. DE Initial Shaft Run Out " 93. DE Final Shaft Bearing Fit Size Measure 1 93. DE Final Shaft Bearing Fit Size Measure 3	77.	Grease Condition		(NA) Not Applicable
80. DE Seal 81. DE Seal Type/Size 82. ODE Seal 83. ODE Seal Type/Size Root Cause of Failure seals, bearings, and impeller bolt broke 84. Component Failure seals, bearings, and impeller bolt broke 85. Cause of Failure seals, bearings, and impeller bolt broke 85. Cause of Failure seals, bearings, and impeller bolt broke 86. Comments Cw Machine Fit Inspection Report Watchine Fit Inspection Report 88. Shaft Run Out (P) Pass 89. Initial Shaft Run Out (P) Pass 91. DE Bearing Shaft Fit (P) Pass 92. DE Initial Shaft Run Out " 93. DE Final Shaft Bearing Fit Size Measure 2 93. DE Final Shaft Bearing Fit Size	78.	Bearing Retainers		(NA) Not Applicable
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94.	ODE Bearing Shaft Fit 1.3784-1.3783-1.3784		(P) Pass
95.	ODE Initial Shaft Bearing Fit Size		
	Measure 1	Measure 2	Measure 3
96.	ODE Final Shaft Bearing Fit Size		
	Measure 1	Measure 2	Measure 3
97.	DE Air Seal Shaft Fit		
98.	DE Air Seal Shaft Size		
	Initial	Final	
99.	ODE Air Seal Shaft Fit		
100.	ODE Air Seal Shaft Size		
	Initial	Final	
101.	DE Endbell Fit		(F) Fail
	4.3295-4.3297-4.3303		
	Under sized		
102.	DE Initial Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
103.	DE Final Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
104.	DE Endbell Fit Insulated		(NA) Not Applicable
105.	DE Endbell Air Seal Fit		
106.	DE Endbell Air Seal Fit Size		
	Initial	Final	
	ODE Endbell Fit		(P) Pass
-	2.8350-2.8351-2.8349		
108.	ODE Initial Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
109.	ODE Final Endbell Fit Size		
	Measure 1	Measure 2	Measure 3
110.	ODE Endbell Fit Insulated		
111.	ODE Endbell Air Seal Fit		
112.	ODE Endbell Air Seal Fit Size		
	Initial	Final	
) 113.	Foot Flatness		(NA) Not Applicable
114.	Foot Condition		(INA) NOL ADDIICADIE
	Foot Condition		(NA) Not Applicable (NA) Not Applicable

Min

Co sign: RW

Balancing Report 117. Balance Type 118. Balance Operating Speed 119. Start Left End 120. Start Right End 121. Balancing Specification 122. Finish Left End 123. Finish Right End 124. Service Technician Assembly and Final Test 125. Rotor and Impelier Balanced 126. Stator Housing Refilled with Oil (if required) 127. Stator Pressure Test 128. Seal Cavity Pressure Test 129. Time Under Pressure 130. Overload Continuity 131. Water Sensor Open? 132. Meggar Testing Reading 133. Surge Test 134. Hi-Pot 135. Winding Resistance 1-2 2.3 136. Test Run 137. Test Run Voltage Phase A Phase B Phase A Phase C 138. Test Run Current Phase A Phase B Phase A Phase C 135. DE Vibration Reading 140. ODE Vibration Reading Horizontal Vertical 140. ODE Vibration Reading		Co sign: RW		
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146. Temp at 25 minutes	145.	Temp at 20 minutes		
	146.	Temp at 25 minutes		

147. Temp at 30 minutes	
148. Temp at 35 minutes	
149. Temp at 40 minutes	
150. Temp at 45 minutes	
151. Temp at 50 minutes	
152. Temp at 55 minutes	
153. Temp at 60 minutes	
154. Motor Paint	
155. Service Technician	



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

- 1. <u>APPLICABILITY.</u> The sale of any and all goods and/or services by Mock, Inc. d/b/a Hi-Speed Industrial Service ("Hi-Speed") shall be specifically conditioned upon and subject to the following terms and conditions which are incorporated by reference into any contracts and purchase orders with Hi-Speed, and which shall form and become a part of any agreement related thereto. Buyer's acceptance of any offer or quotation made by Hi-Speed for sale of any goods or services is expressly made subject to the terms and conditions set forth herein and to be so effective, Buyer need not sign or approve these Terms and Conditions to be bound hereunder provided a copy of same is provided to Buyer through any means. None of the terms and conditions contained herein may be added to, expanded, changed, modified, superseded or otherwise altered except as revised in writing and duly executed by Hi-Speed, and all orders received by Hi-Speed shall be governed only by the terms and conditions contained herein, notwithstanding any terms, conditions or provisions of any purchase order, release order, authorization or any other form issued by the Buyer. Hi-Speed hereby objects to any additional, modified, changed, deleted, altered or other terms and conditions not contained herein and notifies Buyer that any such terms or provisions are expressly rejected by Hi-Speed.
- 2. PRICE. All quoted prices shall remain firm and binding for a period of thirty (30) days from the date of quotation or for the period specifically stated in the quotation. The price for any and all goods and/or services ordered or approved by Buyer after thirty (30) days from the date of any quotation are subject to any increase in price that may occur after the expiration of thirty (30) days from the issuance of the quotation and the date the Buyer releases any shipment.
- 3. <u>SCOPE OF GOODS AND/OR SERVICES.</u> The goods and/or services provided by Hi-Speed pursuant to any quotation shall be limited exclusively to those goods and/or services expressly identified therein. Hi-Speed does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in any quotation. Modifications, additions or deletions to or from the scope referenced in any quotation shall only be effective if evidenced in writing and signed by Hi-Speed. The sale of any of all goods and/or services affected by such modification, addition or deletion shall be subject to these same Standard Terms and Conditions whether or not referenced therein.
- 4. <u>BILLING AND PAYMENT TERMS.</u> Hi-Speed shall invoice Buyer for all goods and/or services as same are rendered at the address listed on the quotation. Payments for all goods and/or services shall be due thirty (30) days from the date of the current invoice or as otherwise set forth in the quotation. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. Buyer shall be liable to Hi-Speed for any and all fees and expenses incurred by Hi-Speed to collect any invoices or to enforce these Standard Terms and Conditions, including but not limited to, attorney's fees.
- 5. DELIVERY OF GOODS AND/OR SERVICES. Unless otherwise identified in the quotation, all shipments are F.O.B. Hi-Speed's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at Hi-Speed's warehouse. Hi-Speed will use its best efforts to affect delivery by the date or dates specified in the quotation. However, Hi-Speed shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.
- 6. DELIVERY SITE AND TIME FOR PERFORMANCE. Hi-Speed and Buver agree that time is of the essence for the purchase order and that Buyer shall fully cooperate with Hi-Speed in order to allow Hi-Speed full access to prosecute its work diligently and in an orderly manner. Buyer shall assist Hi-Speed in every way possible to avoid delaying, disrupting or interfering with the progress of Hi-Speed's work at the project site. In the event Hi-Speed's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of Buyer or other contractors or employees of Buyer or by any other reason beyond Hi-Speed's control and without the fault of Hi-Speed, then, in such event, Buyer shall be liable to Hi-Speed for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. Hi-Speed's project records will be the basis for computing the additional costs and damages of Hi-Speed's labor, materials, expenses and overhead related to such changes. BUYER WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR HI-SPEED'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT HI-SPEED SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. BUYER SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH HI-SPEED'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF BUYER'S FAILURE TO COMPLY WITH THIS PROVISION. HI-SPEED MAY NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE.
- 7. INSPECTION/ACCEPTANCE. All goods and services ordered pursuant to any quotation shall be subject to inspection by Buyer after delivery or performance to determine conformity with the quotation and/or purchase order and Hi-Speed's advertised or published specifications. Buyer shall have a period of thirty (30) days from shipment of goods at the delivery destination specified in the quotation within which to inspect the goods for conformity with the quotation, order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. Buyer shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the quotation, purchase order and/or Hi-Speed's advertised and published specifications and to provide Hi-Speed with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to Hi-Speed of any discrepancy, nonconformance or rejection, Hi-Speed shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to Hi-Speed shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect Buyer's rights under the warranty provisions herein.
- 8. WARRANTIES. Hi-Speed warrants that all goods shall conform in all material aspects to the goods identified in the quotation to Buyer and/or purchase order, and Hi-Speed makes to Buyer the manufacturer's express warranty for any goods sold to Buyer, which is offered by the manufacturer at the time of acceptance of any quotation by Buyer. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. Hi-Speed, at its sole option, will repair or

TermsAndConditions

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

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