

General Service Provisions (Continued)

17. FORCE MAJEURE

- a. Neither the Company nor the Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- b. Such causes or contingencies affecting the performance hereunder by either the Company or the Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligation to make payments of amounts then due in respect of gas theretofore delivered.

18. EMERGENCY OR STAND-BY SERVICE

Gas service is not available to any customer for equipment requiring an aggregate of more than 200 cubic feet per hour for emergency, stand-by or intermittent alternate use, in conjunction with another fuel.