

E. Force Majeure: Limitation of Liability (Continued):

be liable therefore in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction, and to resume full performance.

The Company shall be excused from performing under this Service Classification and shall not be liable in damages or otherwise, if and to the extent that it shall be unable to do so, or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of gas supply from its suppliers, or the systems of others with which it is interconnected, or by a break or fault in its distribution system, failure, or improper operation of equipment necessary for gas distribution or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance. The foregoing shall not alter the Company's liability under applicable legal standards for damages in case of its negligent or intentionally wrongful conduct, with respect to any act or failure to act by the Company in any matter within its direct and exclusive control.

The Company shall not in any event, except that of its own negligent acts or omissions, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company or its agents or employees, under this Service Classification or in accordance with or required by law, including, without limitation, termination of the customer's service.

The Customer warrants that it will have good title to all natural gas delivered to the Company for transportation hereunder, and that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.