

C. Quality of Gas Tendered for Transportation:

Gas delivered to the Company for the account of the Customer by Customer's Supplier shall conform to the quality specifications in the tariff provision for the applicable firm service category. If the gas tendered for delivery to the Company by any such Supplier shall fail at any time to conform to any of the specifications in such rule, then the Company shall notify the Customer of such deficiency and may, at its option, refuse to accept delivery pending correction by the supplier. Upon the supplier's failure to promptly remedy such deficiency in quality, the Company may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and the Customer shall reimburse the Company for any and all expenses incurred by the Company in effecting such changes.

D. Special Provisions:

All service provided under these transportation services will be subject to interruption, (for reasons other than gas supply shortage), prior to Service Classification No. 1, 2 and 3 interruptions, on not less than one (1) hour notice from the Company, and the Company shall not be in any way liable for any failure in whole or in part, temporary or permanent, to deliver gas under this service classification.

Firm transportation service will be provided on a "first call" basis for the available capacity in the Company's or Supplier's gas system. If other applicants desire firm transportation service and there is only available capacity for the "first" applicant, the "first" applicant can reserve the required available capacity for a period of 3 months. If deliveries are not commenced within the 3 month period, the available capacity will be released for the use of the other applicants.

Any additional facilities, including but not limited to any load management equipment, which the Company deems are necessary to provide this transportation service shall be totally provided at the customer's expense.

E. Force Majeure; Limitation of Liability:

Whenever the integrity of the Company's system or the supply of gas is believed to be threatened by conditions on its system, or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole judgment, curtail or interrupt gas service or reduce pressure, and such action shall not be construed a default nor shall the Company