

PSC No:4 Gas
Corning Natural Gas Corporation
Initial Effective Date: 10/01/2003

Leaf: 113
Revision: 0
Superseding Revision:

- J. Title to the volumes of gas delivered to Corning under this Service Agreement shall pass to Corning at the Point or Points of Receipt subject to Corning returning equal volumes less the allowance for unaccounted-for gas to the Customer at the Point(s) of Delivery at which latter Point(s) title to the gas shall become vested in the Customer. The Customer and Corning, for themselves, their successors and assigns, warrant, each to the other, that at the time of receipt and delivery of gas hereunder good title to such gas shall be in the party making delivery, and shall be free and clear of all liens, encumbrances and claims whatsoever.
- K. Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and peoples, civil disturbances, explosions, breakage or accident 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. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either party hereto, 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 Customer from its obligations to make payments of amounts then due hereunder.