

PSC No: 17 - Gas
Rochester Gas and Electric Corporation
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GENERAL INFORMATION

PART II – RULES AND REGULATIONS

7. LIABILITY AND FORCE MAJEURE (Cont'd)

A. LIABILITY (Cont'd)

(4) **Distribution Provider Equipment and Use of Service**

The Distribution Provider will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas, or from the presence or operation of the Distribution Provider's structures, equipment, pipes, appliances or devices on the Retail Customer's premises, except injuries or damages resulting from the negligence of the Distribution Provider.

(5) **General**

The Distribution Provider's offer of distribution service included in and made pursuant to the provisions of this Tariff and the filed rate schedules to which it relates, including its offers in respect to extension of facilities, as stated in Rule 9, are each subject to and modified by the provisions, conditions and limitations from time to time imposed by executive or administrative rules or orders issued from time to time by state or federal officers, commissions, boards or bodies having jurisdiction.

B. FORCE MAJEURE

The Distribution Provider and the Distribution Customer shall use due diligence in performing their obligations under this Tariff. Neither party shall be liable to the other in damages for any act, omission, occurrence, failure or delay of performance, damage, loss, injury or expense caused by any act of God, strike, lockout, act of the public enemy, insurrection, civil unrest, war, blockade, riot, epidemic, landslide, extraordinary lightning, earthquake, fire, volcanic activity, extraordinary storm, flood, washout, explosion, accidental damage to or destruction of transmission or distribution facilities, equipment or machinery or electric lines or wires, or the seizure or appropriation of facilities or electricity or gas by any governmental authority of competent jurisdiction or any other binding order of any court or public authority that the party has resisted by all reasonable legal means, or any other cause not reasonably within the control of the party asserting force majeure, and which such party is unable by the exercise of due diligence to avoid, prevent or overcome. A party's failure to avert or to settle a strike or other labor dispute shall not be deemed, within the meaning of this Rule, a matter reasonably within that party's control. Financial loss or other economic hardship shall in no event constitute force majeure hereunder.

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