

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)

(2) **Liability of the Distribution Provider**

The Distribution Customer shall include, in its contract for service with any Retail Customer entered into on or after December 1, 2000, and in any other document or disclosure setting forth the terms and conditions of the Distribution Customer's service to the Retail Customer, the following provision:

In order to provide retail gas service to [name of Retail Customer, or other term used by Distribution Customer to refer to Retail Customer], [name of Distribution Customer] purchases Distribution Service from Rochester Gas and Electric Corporation ("RG&E") under the terms and conditions set forth in RG&E's Schedule for Gas Distribution Service, P.S.C. No. 17 - Gas. RG&E will endeavor at all times to provide regular and uninterrupted Distribution Service to the Distribution Customer, but in case the service shall be interrupted or irregular or defective or shall fail, from causes beyond the control of RG&E (including, without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction) or because of the ordinary negligence of RG&E or its employees, servants or agents, RG&E shall not be liable to [name of Distribution Customer] or to [name of Retail Customer, or other term used by Distribution Customer to refer to Retail Customer] therefor. In addition, RG&E reserves the right, subject to the terms of RG&E's Schedule for Gas Distribution Service, P.S. C. No. 17 - Gas, to curtail or interrupt Distribution Service in response to an emergency threatening the integrity of RG&E's gas transmission or distribution system or of any other directly interconnected system, and RG&E shall not be liable to [name of Distribution Customer] or to [name of Retail Customer, or other term used by Distribution Customer to refer to Retail Customer] for any such curtailment or interruption. A [Retail Customer, or other term used by Distribution Customer to refer thereto] requiring service that is uninterrupted, unreduced or unimpaired on a continuous basis must make appropriate arrangements with [name of Distribution Customer] therefor.

(3) **Retail Customer's Equipment**

Neither by inspection or nonrejection, nor in any other way, does the Distribution Provider give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the Retail or Distribution Customer or leased by such Customer from third parties.

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