

PSC NO: 9 GAS  
NATIONAL FUEL GAS DISTRIBUTION CORPORATION  
INITIAL EFFECTIVE DATE: 05/31/2016

SECTION: 0 LEAF: 105  
REVISION: 0  
SUPERSEDING REVISION:

GENERAL INFORMATION (Cont'd)

II.26.A. – Cont'd

If the gas received by the Company hereunder fails to meet any of the applicable quality specifications at the point(s) of receipt, in addition to the remedies provided herein, the Company shall have the options (1) to continue to receive such gas; (2) to refuse to receive and transport all or any portion of such gas until Customer brings the gas in conformity with the specifications; or (3) to receive such gas and, at Customer's expense, to treat or otherwise process same so as to cause the gas to conform to the applicable quality specifications. If the gas delivered fails to meet the 1,000 BTU standard specified hereunder, the Company shall also have the option to retain sufficient additional volumes of gas to compensate for such deficiency.

- (4) For all gas delivered for Customer's account to the Company, the volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a temperature base of sixty (60) degrees Fahrenheit. The average absolute atmospheric (barometric) pressure shall be fourteen and four tenths (14.4) pounds per square inch. The flowing temperature shall be sixty (60) degrees Fahrenheit and may be adjusted to actual flowing conditions by the Company if deemed necessary by the Company.

The Company will read the meter(s) measuring consumption at Customer's facility on or about the last business day of each billing month.

Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

- (5) Customer warrants the title to all gas delivered to the Company under the TSA and shall indemnify and save harmless the Company from all suits, actions, accounts, costs, losses and expenses (including attorney's fees) arising from or connected with the adverse claim of any person or persons to the gas received, transported or delivered under the TSA. Customer assumes all responsibility for all royalties, licenses, taxes and charges to which the gas transported, or the transportation service, may be subject.
- (6) It is expressly agreed and understood that until gas is delivered to the Company for transportation service, Customer shall be deemed to be in exclusive possession and control thereof and shall indemnify and save the Company harmless for and against any liability or loss whatsoever (including costs and attorney fees in connection therewith) due to personal injury or death or damage to or destruction of property arising out of and occurring during Customer's possession of any gas to be delivered hereunder.
- (7) The Company shall indemnify and save Customer harmless for and against any liability or loss whatsoever (including costs and attorney fees in connection therewith) due to personal injury or death or damage to or destruction of property arising out of and occurring during the Company's possession of any gas to be delivered hereunder, except liability or loss related to the condition, quality or pressure of the gas delivered by Customer and except as otherwise provided herein.

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221  
(Name of Officer, Title, Address)