

GENERAL INFORMATION

6. FORCE MAJEURE

The Company and the ESCO/DC shall use due diligence in performing their obligations under this Tariff. None of the parties hereto shall be liable in damages to the other for any act, omission, occurrence, failure or delay of performance, damage, loss injury or expense caused by any acts of God, strike, lockout, act of the public enemy, act of terror, insurrection, civil unrest, war, blockade, riot, epidemic, landslide, lightning, earthquake, fires volcanic activity, storm, flood, washout, explosion, arrests and restraints of rulers and peoples, accidental damage to or destruction of transmission or distribution facilities, equipment or machinery 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 governmental 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 settle a strike or other labor dispute shall not be deemed, within the meaning of this Rule, a matter reasonably within the party's control.

Financial loss or other economic hardship shall in no event constitute force majeure hereunder.

PSC No: 88 Gas
New York Electric and Gas Corporation
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Leaf No: 16.4
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Superseding Revision: 2

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6. FORCE MAJEURE (CONT'D)

Such causes or contingencies affecting the performance hereunder by the Company, the Marketer or the Customer, however, shall not relieve either party 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 or their Marketer from its obligations to make payments of amounts then due hereunder.

7. TRANSFER OF GAS:

Customers, including Commercial and Industrial, eligible for gas transfer within the supplier system are required to pay for the installation of new main extensions and/or new service laterals if not in existence at the new location.

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York