

GENERAL INFORMATION

6. LIABILITY

A. CONTINUITY OF SUPPLY

- (1) The Company will endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise) but in case the supply of service shall be interrupted or irregular or defective or shall fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commission, boards or bodies having jurisdiction) or because of the ordinary negligence of the Company, its employees, servants or agents, the Company will not be liable therefore.

An intentional disconnection of an individual customer made in error, and the failure to restore service within 12 hours thereafter, shall be an exception to the foregoing limitation. In such an event the customer shall be entitled to compensation from the Company, but only for the actual loss of perishable commodities caused by the lack of electric service for refrigeration and only if the customer makes claim therefore to the Company within 90 days after such disconnection; however, the liability of the Company shall be limited to \$100.00 in the case of a residential customer and to \$2,000.00 in the case of any other customer. As used in this paragraph the term "customer" includes tenants served indirectly through a customer-of-record.

GENERAL INFORMATION

6. LIABILITY (Cont'd)

A. CONTINUITY OF SUPPLY (Cont'd)

- (2) Compliance with directives of the New York Independent System Operator ("NYISO") shall, without limitation by reason of specification, constitute a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for negligence in the manner in which it carries out the NYISO's instructions. (See Rule 6.A. 1.)
- (3) Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any Customer or Customers in the event of an emergency threatening the integrity of its system, or any other systems with which it is directly or indirectly interconnected, if in its sole judgment or that of the NYISO (Rule 6.A.2), such action will prevent, alleviate or reduce the emergency condition, for such period of time as the Company, or said NYISO, deems necessary.
- (4) Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

GENERAL INFORMATION

6. LIABILITY (Cont'd)

B. CUSTOMER'S EQUIPMENT

Neither by inspection nor nonrejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

C. COMPANY EQUIPMENT AND USE OF SERVICE

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

D. SELECTION OF SERVICE CLASSIFICATION

The Company will endeavor to assist a customer in the selection of the Service Classification which may be most favorable to his requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the customer.