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**Terms and Conditions**

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(Continued From Sheet No. 34)

CONDITIONS OF SERVICE:

\* **Equipment Furnished and Maintained by Customer.**

All gas utilization equipment (including but not limited to appliances, piping, connectors, and venting) furnished by the Customer shall be suitable for the purposes hereof and shall be installed, operated and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company has no responsibility for the design, installation, operation, maintenance, or condition of the Customer's equipment, and the Company shall have no liability or responsibility to the Customer or third parties for any claims loss, injury, or damages whatsoever resulting therefrom or in connection therewith. The Company reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

When the Company has notice of a dangerous condition associated with the use of delivered gas, but does not have knowledge that the dangerous condition is present on the Customer's premises, the Company's duty, if any, to inform or warn of that condition shall be limited to and satisfied by the Company sending to the Customer as a bill insert a Safety Information Notice regarding the potential existence of the dangerous condition. The Customer is responsible for inspecting the Customer's premises for, identifying, and remedying any such dangerous condition warned of in the Safety Information Notice. The Company shall have no liability or responsibility for any claims, loss, injury, or damages whatsoever resulting from or in connection with any potentially dangerous condition warned of by the Company in the Safety Information Notice.

**Company's Property and Protection Thereof.**

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage. If a meter installation requires physical protection to prevent damage from a hazardous condition, such protection shall be provided at the Customer's expense. When, in the Company's judgement, relocation of its facilities becomes necessary because of Customer's construction or change in operations; or when relocations or revisions of the Company's facilities are requested for the convenience of the Customer, the Company, at the Customer's expense, will make such revisions, to the extent and to such locations deemed to be feasible by the Company.

(Continued On Sheet No 35.5)

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**Terms and Conditions**

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(Continued From Sheet No. 35)

- \* The Company will charge a Customer \$408.50 for any damage to the Company's non-steel service pipes, sized one and one-eighth (1-1/8) inch or less. Charges for damages to the Company's mains, steel service pipes and service pipe larger than one and one-eighth (1-1/8) inch in size will be determined based on the time and material necessary to make the repairs.

**Landlord's Consent.**

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Customer.

**Access to Premises.**

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, or removing the Company's meters or other property.

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**Terms and Conditions**

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(Continued From Sheet No. 35.5)

**Interfering Equipment.**

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 – Confidential Contracts.

**Use of Gas for Testing.**

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written approval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCQ.

**Charges for Altering or Tampering With Company Facilities.**

When the Company discovers that Company facilities have been altered or tampered with, either causing damage thereto or resulting in receipt of quantities of gas in excess of measured quantities, the Company will bill the Customer for the following:

- (1) The charges for the estimated amount of gas received by the Customer not otherwise measured and billed.
- (2) Material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

\* **Natural Gas Used as a Motor Vehicle Fuel.**

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

**Escaping Gas.**

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

(Continued On Sheet No. 37)