

GENERAL SERVICE PROVISIONS (Continued)

17. COMPANY LIABILITY

- A. The Company shall not be liable in damages to the Customer, their directors, officers, employees, agents, contractors or other affected third parties for any act, omission or circumstance occasioned by or in consequence of any acts of God, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, other than for the gross negligence or willful misconduct of the Company. This limitation on liability shall apply to all claimed damages regardless of whether the damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive damages or whether they arise in contract or tort or any other cause of action.
- B. Such causes or contingencies affecting the performance hereunder by either the Company or the Customer, however, shall not relieve it 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 either party from its obligation to make payments of amounts then due in respect of gas theretofore delivered.

18. LIMITATIONS ON AVAILABILITY OF GAS SERVICE

The Company shall not provide gas service to any new residential multiple occupancy building on which construction began after July 1, 1978, or any new shopping center on which construction began after July 1, 1985, except by individual meter or submeter for each dwelling unit or shopping center unit, unless otherwise authorized by the Public Service Commission of Maryland.

19. DISHONORED PAYMENTS

For any payment received by the Company from a customer and subsequently returned by a bank for insufficient funds or other reasons, the Company will charge the customer a returned payment fee as indicated in Appendix A.