5. MANNER OF SUPPLYING SERVICE

5.1 ACCORDING TO RATE SCHEDULES AND SERVICE STANDARDS

The electric energy supplied by the Company is supplied upon the express condition that it becomes the property of the Customer after it passes the point of delivery, and the Company shall not in any event be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of said electric energy on the Customer's premises, or elsewhere after it passes the point of delivery to the Customer.

Each of the parties shall hold the other free and harmless of and from all liability, damages, actions, and causes of action caused by or through the ownership, maintenance or operation of its electric property and equipment, and such division of liability shall be the point of delivery as herein defined or as stated in a specific contract between Company and Customer.

Electric service will be supplied by the Company only under and pursuant to these Service Standards and any modifications or additions thereto made from time to time, and such applicable Rate Schedules as are in effect from time to time. Conditions of service not covered in the Rate Schedules or these Service Standards will require special service agreement provisions between the Company and the Customer.

5.2 INTERRUPTIONS TO SERVICE - LIABILITY

The Company shall not be held liable for interruptions in, or changes of, characteristics of service due to accident, making of necessary repairs and adjustments, burnouts, fire, flood, the action of the elements, strikes, riots, war, or to limitation, curtailment, or discontinuance of service resulting from shortages or inadequacy of supply, or in compliance with any order or regulation of a governmental body asserting jurisdiction thereover, or to any cause beyond its control other than the Company's willful neglect. However, the Company shall use reasonable diligence to maintain continuous service, and in event of interruption or change in characteristics of service to restore normal service as quickly as possible.

5.3 DISCONNECTION OF SERVICE FOR REPAIRS

The Company reserves the right to discontinue its service for the purpose of making repairs, betterments or extensions on any part of its lines, machinery, plant or system, without notice to Customers. However, the Company will strive to restrict disconnection of its service to times when it will cause the least inconvenience to the Customers and insofar as possible will notify the Customers in advance of such disconnection. The Company will not be held responsible or liable for any injury or damage suffered directly or indirectly by the Customer, or any agent or employee of the Customer, on account of the disconnection of the service without notice to the Customer for the making of such repairs, betterments or extensions

5.4 CONSTRUCTION DELAYS

The obligation of the Company in the delivery of energy to the Customer is subject to securing and retaining all necessary rights, privileges, franchises and permits, and to the ability of the Company to obtain or supply the necessary materials and equipment to enable it to make the service connection to the Customer. In the event the Company is obstructed or delayed by the reason of strikes, floods, fires, the above state reasons, or any other causes beyond its control, in the construction or extension of its facilities for supplying current to the Customer, the Company shall not be liable to the Customer for any damage of losses resulting therefrom. However, Company will make every reasonable effort to remove and overcome the causes of delay, and complete the construction or extension at the earliest practical time.

5.5 LANDLORD'S CONSENT AND PERMIT

In case the prospective Customer is not the owner of his premises or of the intervening property between his premises and the Company's lines, prospective Customer shall obtain from the property owner, or owners, the necessary consent for the Company to install and maintain on such premises and on or about such intervening property, all such poles, wires, or other electrical equipment as may be necessary or convenient for the supplying of electricity to the Customer. Customer shall also obtain the necessary permit or permits to allow access of the Company's employees to or across the premises for the purpose of inspecting, repairing, adjusting or removing the Company's service wires, meters, appliances or other equipment.

5.6 REASONS FOR DENYING OR DISCONTINUING SERVICE

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued. Service may be refused or discontinued:

1. Without notice in the event of a condition determined by the utility to be hazardous.

2. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.

3. Without notice in the event of tampering with the equipment furnished and owned by the utility.

4. Without notice in the event of unauthorized use.

5. For violation of and/or non-compliance with the utility's rules on files with the Commission.

6. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission.

7. For failure of the Customer to permit the utility reasonable access to its equipment.

8. For non-payment of bill pursuant to §8.7.

9. For failure of the Customer to provide the utility with a deposit as authorized by §3.4.

10. For failure of the Customer to furnish such service equipment, permits, certificates, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.

For the above disconnects a reconnection charge pursuant to Section 8.13-1 is applicable.

5.7 TEMPORARY SERVICE DISCONNECT AT CUSTOMER'S REQUEST

When service is disconnected at Customer's request, reconnection charges will be applicable pursuant to the provisions of Section 8.13-2.

5.8 INSUFFICIENT REASONS FOR DENYING SERVICE

The following shall not constitute sufficient cause for refusal of service to a present or prospective Customer:

1. Delinquency in payment for service by a previous occupant of the premises to be served.

2. Failure to pay for a different type of class of public utility service.

3. Failure to pay the bill of another Customer as guarantor thereof.

4. Failure to pay a back bill rendered in accordance with §8.9.

5. Failure to pay adjusted bills based on the undercharges set forth in §8.10.