

**TAUNTON MUNICIPAL LIGHTING PLANT
GENERAL TERMS AND CONDITIONS
FOR RETAIL ELECTRIC SERVICE**

A. APPLICABILITY

The following Terms & Conditions of the Taunton Municipal Lighting Plant (“TMLP”) shall be a part of every Rate Schedule or contract for electric service, except as may be expressly modified by contract or a particular Rate Schedule, or superseded by any applicable order or regulation of the Massachusetts Department of Public Utilities (“DPU”). The provisions of these Terms and Conditions and the Schedule of Rates shall apply to all persons and entities applying for or receiving service from TMLP (“Customer”) and compliance therewith by the Customer is a condition precedent to the initial and/or continuing supply of electricity, as applicable, by TMLP.

These Terms and Conditions, and any amendments hereto, are binding on every Customer regardless of whether such Customer has actual notice of them. No agent or employee of TMLP is authorized to modify, change or waive any of these Terms and Conditions by oral agreement, representation or otherwise. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time only by a duly authorized vote of the TMLP Board of Commissioners. Such changes, when effective, shall supersede the applicable provisions hereof and shall be binding on all Customers. Service shall be subject to TMLP’s applicable policies, rules, regulations and specifications, to the extent not inconsistent with these Terms and Conditions.

B. INITIATING ELECTRIC SERVICE

1. EXCLUSIVE SERVICE PROVIDER. TMLP shall be the exclusive electric service provider in its service territory. All Customers receiving electric service from TMLP or within TMLP’s electric service territory shall be prohibited from purchasing energy from any other entity or person. All Customers within TMLP’s electric service territory shall be prohibited from obtaining distribution services from any other service provider, except with TMLP’s express written consent, which may be withheld by TMLP in its sole discretion, or upon order of the DPU.
2. SERVICE APPLICATION. Any person or entity seeking to initiate temporary or permanent service or to change or to restore service shall complete and sign a written application on such forms provided or specified by TMLP. The Customer shall be responsible for the payment of all applicable fees at the time of application for service. TMLP may request any other information as it deems necessary to secure payment for all charges and to provide efficient and reliable service.

In addition, for non-residential accounts, TMLP may require each owner, partner or member to sign the service application to guarantee performance and payment. Each such owner, partner or member shall have the authority to bind the business.

3. SECURITY DEPOSITS. TMLP may require any Customer, upon application for service or at any time, to furnish a security deposit in the form of cash, check, or credit card, equal to an estimated bill for up to three months' service or such other amount as permitted by applicable law or regulation. If a prior history of usage is established, the estimate shall be based on the highest three-month period of service. For new commercial and industrial Customers, TMLP will calculate the amount of the security deposit based on the information reasonably available for electric usage for the type of business in which the Customer is engaged. TMLP may adjust the amount of the security deposit as necessary consistent with the Customer's usage history and as otherwise may be necessary to ensure that the full deposit is maintained. The security deposit may be maintained for the full term of service. Interest on security deposits held longer than six months shall be paid to the Customer or credited to the Customer's account in accordance with applicable laws or regulations. TMLP may waive the security deposit, in its sole discretion, when payment of the charges may be secured through other means. Security deposits paid by check may delay the initiation of electric service up to seven (7) days until the check clears. Security deposits for residential customers shall be subject to prevailing TMLP policies.
4. SERVICE CONTINGENT UPON CERTAIN RIGHTS. The supply of service is contingent upon TMLP's ability to secure, retain and access the necessary location(s), rights-of-way, authorizations, approvals, and/or other property rights for its poles, wires, conduit, cable, meters, and other facilities, equipment or apparatus. The Customer, at its sole expense, shall provide or secure any necessary permits, licenses, certificates, approvals, authorizations, easements and/or rights-of-way on private property as may be required to enable TMLP to install and furnish the service for which application is made. TMLP, without liability, may suspend or terminate service if the Customer fails to maintain any such permits, licenses, certificates, easements or right-of-way grants required for such service.
5. REFUSAL TO SERVE. TMLP reserves the right to refuse to supply service to new Customers or to supply additional load or to upgrade service to any existing Customer if it is unable to obtain the necessary franchise rights, authorizations, consents, approvals, equipment and facilities or capital required for the purpose of furnishing such service, or the difficulty of access thereto is such that it causes an

undue hardship on TMLP, financial or otherwise. TMLP also may refuse to supply service to loads of unusual characteristics that could negatively affect the cost, quality or reliability of service supplied to TMLP's other Customers. As a condition to providing or continuing service, TMLP may require any Customer having such unusual loads to install special regulating and protective equipment, as determined by TMLP, at the Customer's sole expense.

6. REJECTION FOR UNPAID BALANCE. TMLP reserves the right to reject any applications made by or on behalf of any Customer whose bills for service remain unpaid at the time of the application. In TMLP's discretion, TMLP may require either the execution of a Cromwell Waiver to add the outstanding balance to the new account or the payment of all outstanding bills in advance of supplying service.

C. INSTALLATION OF NEW SERVICE AND SERVICE CONNECTIONS

1. CUSTOMER'S WIRING. Except for the meter and the service drop, the Customer is responsible for the installation of all equipment and wiring on the Customer's premises to the point of entrance, as specified by TMLP. The Customer's wiring and electrical equipment shall comply with applicable or otherwise applicable bylaws, state and local codes or requirements, the National Electric Safety Code, and TMLP's specifications and policies as may be established or amended from time to time. The Customer shall obtain written approval of the City / Town Wiring Inspector prior to the connection of new service. TMLP may refuse to provide service until the Customer's wiring has been approved for energization or if TMLP determines that the Customer's installation does not comply with applicable requirements.
2. EXTENSION OR MODIFICATION OF DISTRIBUTION SERVICE. The extension of new service and the modification of existing service shall be subject to TMLP's requirements and specifications and at the Customer's expense. TMLP may require the execution of a separate construction agreement to address major or unusual new or modified service installations, as determined by TMLP, and/or may require the preparation of a System Impact Study at the Customer's sole expense. When system-wide improvements are required, as determined by TMLP, to provide reliable service to the Customer due to the size of the load or the characteristics of service, the Customer may be required to pay all or a portion of the cost of such system-wide improvements. Such charges will be based on TMLP's actual costs for labor and materials, including engineering and design.
3. CUSTOMER-SPECIFIC ENGINEERING REQUIREMENTS AND SPECIFICATIONS. TMLP reserves the right to impose any Customer-specific

engineering requirements or specifications, as TMLP, in its discretion, deems necessary for the protection of its distribution system and for the provision of safe and reliable service to the Customer and to TMLP's other Customers. The Customer is responsible for ascertaining whether any special engineering requirements or specifications will apply.

4. EQUIPMENT. TMLP may require the installation of any equipment that it deems necessary for the reliable and efficient provision of service and the protection of its facilities, including remote disconnect and current limiting devices.
5. CUSTOMER INSTALLATIONS. When TMLP requires the Customer to install equipment and facilities for the extension of electric service, all installations shall be performed in a workmanlike manner in accordance with applicable codes and prevailing industry standards, and shall be subject to TMLP's inspection and written approval. Service shall not be connected to TMLP's facilities until TMLP's written approval is obtained. TMLP may suspend or disconnect service if the Customer's installation subsequently fails to satisfy applicable or otherwise applicable codes, standards or TMLP's requirements or specifications.
6. OWNERSHIP OF EQUIPMENT AND FACILITIES. All equipment and facilities up to the point of common coupling, whether installed by the Customer or TMLP, shall be owned by TMLP. All meters shall be owned by TMLP.
7. REPLACEMENTS, REPAIRS, AND UPGRADES OF CUSTOMER EQUIPMENT AND FACILITIES. The Customer shall be responsible, at its expense, for maintaining its equipment, facilities and surrounding landscape in good condition, in compliance with applicable or otherwise applicable codes and industry standards, and in accordance with TMLP's requirements and specifications. TMLP may require the Customer to furnish satisfactory proof of compliance and may suspend or disconnect service if Customer fails to provide such proof or otherwise fails to comply with this provision.

D. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS

1. LOAD CHARACTERISTICS. TMLP will determine the character of service to be made available at each location. As provided in Section B.5, TMLP may refuse to supply service or may suspend or discontinue service to loads of unusual characteristics that could adversely affect TMLP's equipment and facilities, the quality of service supplied to other Customers, the public safety, or the safety of TMLP personnel, or require the installation of regulating equipment, as determined by TMLP in its sole discretion. The Customer shall notify TMLP in writing, on a form approved by the TMLP, before any change or addition is made

in the load characteristics of the Customer's equipment. The Customer shall be liable for any damage caused by any such changes or additions made without TMLP's written approval, including any damage to TMLP's meters, transformers, lines, or other equipment.

2. TYPE OF SERVICE. The type and/or size of service requested by a Customer may not be available at the location where such service is desired. Non-standard service only may be made available upon the express written approval of the General Manager of TMLP, as determined in TMLP's sole discretion, and at the sole expense of the Customer.
3. COMPLIANCE WITH RATE AVAILABILITY. To the extent applicable, the use of service shall not be for any purposes other than those covered by the availability provision of the particular rate under which service is supplied.
4. SUITABILITY OF EQUIPMENT AND APPARATUS. The Customer's wiring, equipment and apparatus shall be suitable for compatible operation with the service supplied by TMLP and shall, at all times, conform to the requirements of any legally constituted authorities, industry standards and safety codes, and to those of TMLP, and the Customer shall keep such wiring, apparatus, and equipment in proper repair. The Customer shall not use the supplied service for any purpose or with any apparatus that would cause any disturbances or which may impair or render unsafe the service supplied by TMLP to its other Customers. TMLP shall not be responsible for the maintenance or installation of the equipment and property on the Customer's side of the point of common coupling, nor shall TMLP have any duty to investigate the same. However, TMLP reserves the right, but not the obligation, to disconnect its service, if to its knowledge and in its judgment, the Customer's installation has become or is dangerous, defective, or in violation of applicable or otherwise applicable safety codes or TMLP's requirements or specifications. The Customer shall be liable for any damage resulting to TMLP's apparatus or facilities or to its other Customers caused by the Customer's failure to comply with any provision of these Terms & Conditions.
5. COMPLIANCE WITH LAWS. The Customer shall comply with all applicable or otherwise applicable by-laws, codes, requirements, certificates, permits and approvals of federal, state or municipal bodies or authorities with respect to the installation and maintenance of its equipment and facilities and shall be required to furnish satisfactory evidence of such compliance upon request. TMLP shall not be required to supply or continue service unless all applicable permits and approvals have been obtained or compliance with applicable or otherwise applicable codes has been established.

6. RESALES PROHIBITED. Service supplied by TMLP shall be for the exclusive use of the Customer for the purpose and class of service specified, and such service shall not be resold.

E. INSTALLATION, ACCESS AND PROTECTION OF TMLP'S EQUIPMENT AND METERS

1. INSTALLATION AND MAINTENANCE OF METER. Unless otherwise specified herein or in an applicable rate schedule, at its expense, TMLP will furnish and install, at locations it designates, one or more meters for the purpose of measuring electricity supplied. All meters installed by TMLP shall remain the property of TMLP, regardless of whether such meter is repaired or replaced by TMLP at the Customer's expense as provided herein. TMLP shall maintain and test the meters in accordance with applicable laws or regulations, including ANSI Standard 12.1.
2. CHANGES TO METERS DUE TO UNAUTHORIZED USE. Whenever TMLP determines that an unauthorized use of electricity is being made at the service location, TMLP may make any changes to its meters, appliances or other equipment on the Customer's premises or take any other corrective action as may be appropriate under the circumstances to ensure the safety and security of the equipment and its installation. Any such changes shall be made at the Customer's sole expense.
3. SPACE AND HOUSING. The Customer shall furnish and maintain, at no cost to TMLP, the necessary space, housing, fencing, barriers, and foundations for the protection of equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or TMLP. If the Customer refuses or fails to do so, TMLP, at its option, may charge the Customer the costs for furnishing and maintaining the necessary facilities or devices for the protection of its equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to TMLP's specifications and approval.
4. ACCESS TO TMLP'S EQUIPMENT AND METERS. At all times, the meter and all other TMLP equipment installed on the Customer's premises for the purposes of supplying service, shall be readily accessible to TMLP at all reasonable times for reading, inspection, repairs, replacements, and testing. Access to TMLP's meters and equipment shall be free from all obstructions, including shrubbery, fencing, and other obstructions. TMLP may refuse to supply or may suspend service if access cannot be readily or safely obtained, as determined by TMLP in its sole discretion.
5. GRANT OF RIGHTS. The Customer hereby gives TMLP permission to access the Customer's premises at all reasonable times for the purposes of installing, inspecting, testing, reading, maintaining, repairing, replacing or removing

TMLP's meters, equipment or appliances. If access is refused or is otherwise not provided, TMLP may take such corrective action as it deems necessary, including suspending service until access is obtained. The Customer shall be responsible for all costs incurred by TMLP to obtain such access. The Customer shall pay all such charges in full before service will be restored or any new service will be supplied. TMLP shall not be liable for any damage caused in obtaining lawful access to the premises.

6. INTERFERENCE AND TAMPERING PROHIBITED. No person, unless expressly authorized by TMLP in writing, shall disconnect, remove, inspect or otherwise alter any meter or other equipment or facilities owned by TMLP. Neither Customer, nor anyone acting on the Customer's behalf, shall break any seals or change any settings to TMLP's meters or equipment.
7. RELOCATION OF METERS. Upon request, TMLP will temporarily relocate meters at no additional cost to accommodate construction projects at the service location. The Customer shall be responsible for the safekeeping of TMLP's meters and equipment, which includes taking all reasonable precautions to prevent damage or interference therewith.
8. PROTECTION OF EQUIPMENT, REMEDIES AND LIABILITY. TMLP may impose any additional reasonable conditions or take reasonable actions (and/or impose any restrictions) as it deems necessary for the protection of its equipment, facilities, personnel and/or other customers. The Customer shall be responsible for all costs associated with any damage or interference with TMLP's meters and/or equipment, including the cost of repairs or replacements as determined by TMLP in its sole discretion. TMLP reserves the right to suspend or discontinue service until full restitution is made and to take other reasonable measures to ensure the safety and protection of its property and its employees. In addition, any person found tampering with such TMLP equipment or meters may be subject to a fine or imprisonment, or both, as provided by G.L. c. 164, Section 126 or other applicable law.
9. MULTIPLE DWELLING UNITS AND BUILDINGS. Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered to be separate Customers and shall be metered individually wherever practicable. If a single family residence is subsequently converted to multiple dwelling units, or if for some other reason it is impractical, in the judgment of TMLP, to separately meter individual dwelling units, electric service may be supplied through a single meter under the applicable residential or general service rate. TMLP shall have the option, but shall not be required to install separate service for any garage, barn, or other out-building if such service may be supplied from the main premises. Landlord customers shall comply with the requirements of the State Sanitary Code. As provided in Section D.6, in no circumstances shall electricity be resold to the occupants.

F. ADDITIONAL CUSTOMER RESPONSIBILITIES.

1. PROTECTION OF CUSTOMER EQUIPMENT AND APPLIANCES. The Customer acknowledges that computers, reproduction, X-ray, data processing equipment, electronics, similar and other devices can be extremely sensitive to power system transients or loss of voltage. The Customer is solely responsible for the protection of its equipment and appliances and should consult the equipment manufacturer for suitable devices to protect against these conditions. TMLP shall not be liable for any losses or damage to the Customer's equipment and appliances.
2. INSTALLATION OF RELAYS. The Customer shall install, at its own expense, a reverse-phase relay of approved type on all alternating-current motors for passenger and freight elevators, hoists and cranes, and a reverse-power or other approved relays for parallel operation. The Customer is responsible for protecting all polyphase equipment from loss of phase conditions (single phasing).
3. CHANGES IN CUSTOMER'S CONDITIONS OR INSTALLATION. The Customer shall provide advance written notice to TMLP of any proposed change to the purpose or location of the Customer's equipment or service conditions. Such changes shall not be made until approved by TMLP in writing. TMLP may request any information as it deems necessary to evaluate the effect of the proposed change on its system. The Customer shall be liable for any damage to the meters or other apparatus and equipment of TMLP caused by the changed conditions or installation made without TMLP's express prior approval. TMLP may terminate or refuse to provide service to any location if changes in the Customer's equipment, installation or interconnection fail to meet specifications or requirements prescribed TMLP.
4. RELOCATION OF FACILITIES. If for any reason, it becomes necessary for TMLP to relocate any of its poles, wires or cables by which the Customer is served, the Customer, at its own expense, shall change the location of its point of delivery to a point readily accessible from the new location, and shall make any change in the wiring system in connection therewith. When the Customer requests the relocation of electric facilities, the Customer shall be responsible for the payment of all costs associated with such relocation in advance to TMLP. It is within TMLP's sole discretion to permit the relocation of the electric facilities when requested by the Customer.
5. TREE TRIMMING. The Customer shall be responsible, at its expense, for all tree trimming and clearing on its property, except where limbs overhang wires and electric facilities located on public ways. The Customer is responsible for taking appropriate safety measures when working near and around electric wires and equipment.

G. RATES, CHARGES AND BILLING

1. RATE. TMLP will determine the rate applicable to each Customer based upon such Customer's usage or class of service. Every Customer is entitled to request service under the lowest rate applicable to the service supplied during each calendar year. The Customer shall remain on the rate for a minimum of a twelve month periods, unless the rate is discontinued. If there is a material change in Customer's usage during such twelve month period, then Customer may submit a written request to TMLP requesting a change in rate prior to expiration of the twelve month period. TMLP may allow a rate change in its discretion. TMLP shall not be liable for any claim that service provided to the Customer might have been less expensive or more advantageous to the Customer if supplied under a different rate. Minimum charges may apply to each billing period or portion thereof as provided in the applicable rate schedule.
2. CHANGES IN RATE. TMLP's rates, rate schedules and tariffs are subject to change pursuant to and in accordance with G. L. c. 164, § 58. Service shall be billed at the new rate as of effective date.
3. BILLING. All meters shall be read at least every other month as provided in the DPU billing and termination regulations, except where access to the meter cannot be obtained on the regular reading date. Bills for regular service charges shall be rendered monthly except when TMLP determines that a different period is required or desirable as permitted by applicable law or regulation. Charges for the installation, maintenance, and repairs of equipment and facilities will be billed as applicable. TMLP may require payment in advance for such work.
4. DUE DATE. All bills shall be due and payable upon receipt. The bill shall be deemed to be received on the date of hand delivery or three days following the date of mailing, as applicable, unless otherwise specified in the applicable rate schedule. If a bill for monthly residential service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, the invoice shall be deemed to be past due. If a bill for monthly residential service is not paid in full within forty-five (45) days of receipt of the original invoice and the amount is not subject to a good faith dispute, then service shall be subject to termination in accordance with applicable laws and regulations.

All bills for non-residential service must be paid within 25 days from the date of the invoice. The Customer also may be subject to late payment fees. Any applicable discounts will apply only when all charges have been paid in full and only when full payment is received by TMLP by the discount expiration date. All claims for billing adjustments shall be made before the bill becomes past due.
5. LIABILITY FOR CHARGES. The Customer shall be and shall remain the Customer of record and shall be liable for all charges for service until such time

as the Customer requests termination of service and a final meter reading is obtained by TMLP. Continuous service will be provided to rental properties during periods of vacancy upon the filing of an application for continuous service pursuant to which the property owner or management company agrees to pay for the charges until a new Customer-of-record is established.

6. LIABILITY FOR UNMETERED SERVICE AND UNBILLED CHARGES. When the Customer receives service that has not been metered or has not been charged due to a billing error or otherwise, TMLP may issue a make-up bill for the unbilled charges. The charges will be based on the actual use (if available) or estimated use (if actual meter readings are not available), at the applicable rate(s) for service during the period of unmetered or unbilled use.
7. ADDITIONAL FEES AND CHARGES. Customer shall be subject to additional service fees as set forth on the document entitled "Taunton Municipal Service Fees" as filed with the Department of Public Utilities from time to time.

H. SUSPENSION OR TERMINATION OF SERVICE

1. SUSPENSION OF SERVICE FOR REPAIRS AND EMERGENCIES. TMLP reserves the right to suspend service at any time for the purposes of making repairs, replacements or changes to TMLP's equipment or facilities, whether on or off the Customer's premises. TMLP also may suspend service at any time, in its judgment, to protect the safety of its workers or the public or its property, or otherwise when TMLP deems that an emergency exists. However, nothing in this Section shall be deemed to require TMLP to make any such repairs, replacements or changes, at times other than TMLP's normal business hours. The Customer typically will be notified in advance to the extent practicable except in cases of emergency.
2. NON-COMPLIANCE. TMLP shall have the right to suspend or discontinue service when the Customer fails to comply with or fails to perform any of the requirements or obligations of these Terms and Conditions or any applicable rate schedule or service agreement with TMLP, including non-payment of charges when due, or if the equipment and apparatus of the Customer interferes with TMLP's system or service to TMLP's other Customers.
3. REASONS OF SAFETY OR FRAUD. TMLP may suspend or discontinue service without prior notice in the following situations:
 - a. Where the Customer's wiring or equipment is found to be in a dangerous or unsafe condition or for other reasons affecting the health or safety of the public or TMLP's workers; and/or
 - b. If necessary to protect TMLP from fraud or theft.

4. CAUSES BEYOND TMLP'S CONTROL. TMLP may discontinue or suspend service and remove any TMLP equipment which, in the opinion of TMLP, may have become unsuitable by reason of deterioration, civil commotion, vandalism, state of war, explosions, fire, storm, flood, lightning, or any other causes beyond TMLP's reasonable control.
5. AS PERMITTED BY DPU REGULATIONS. TMLP may discontinue service in accordance with or as permitted by the DPU's billing and termination regulations, 220 C.M.R. 25.00, *et seq.*
6. REMOVAL OF TMLP PROPERTY. TMLP may remove its equipment, wiring and appliances upon termination or discontinuance of service. Such appliances, wiring and/or equipment shall not be restored except upon the filing and acceptance of a new application for service and payment of all outstanding charges and the costs of removal and restoration of service.

I. LIMITATIONS ON LIABILITY AND DAMAGES AND EXCLUSIONS

1. SERVICE QUALITY AND INTERRUPTIONS. While TMLP endeavors to furnish adequate and reliable service, TMLP does not guarantee continuous service or warrant that service will be free from interruptions or defects and disclaims any and all loss or liability resulting from its failure to provide service or its inability to maintain uninterrupted and continuous service to the extent allowed by law. TMLP shall not be responsible for any variation or diminution in service, abnormal voltage, or reversal of its service. To the extent such liability may not be disclaimed by law, TMLP shall not be liable for such condition except to the extent that such condition is caused solely by TMLP's gross negligence or willful misconduct. In no event shall TMLP be liable for any indirect, incidental or consequential losses or damages of any kind resulting therefrom. TMLP shall have no duty to regulate voltage and/or frequency beyond that required by the American National Standard for Electric Power Systems and Equipment, ANSI C84.1, and if the Customer requires regulation of voltage and/or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at his own expense.

The Customer acknowledges that when a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition which may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, TMLP may, in its sole judgment, curtail, allocate, or interrupt such service to the Customer. If Customers fail to comply with any such allocations or restrictions, TMLP may take such remedial actions as it deems appropriate under the circumstances including, but not limited to, suspension of electric service and/or imposing a surcharge for the Customer's excess use of electricity.

2. USE OF ELECTRICITY OR PRESENCE OF APPLIANCES. TMLP shall not be liable for injuries or damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of TMLP's appliances and equipment on the Customer's premises. Neither by inspection nor non-rejection does TMLP in any way give any warranty, express or implied, as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. TMLP shall not be liable for injuries or damages resulting in any way from the supplying or use of electricity or from the presence or operation of TMLP's service, conductors, appurtenances or other equipment on the Customer's premises.
3. OTHER EVENTS. Notwithstanding the foregoing limitations, TMLP disclaims any and all liability for losses or damages due to any other causes beyond its immediate control, whether fire, explosion, flood, weather conditions, accidents, labor difficulties, conditions of fuel supply, the attitude of any public authority, reduction in voltage, rotational utilization of distribution feeders, scheduled black-outs, failure to receive electricity for which in any manner it has contracted, or due to the operation in accordance with good utility practice of an emergency load reduction program by TMLP or one with whom it has contracted for the supply of electricity.
4. LIMITATION ON DAMAGES. In no event shall TMLP be liable for any special, indirect, or consequential damages of any kind, including, but not limited to, lost profits or loss of revenues, spoilage of goods, or loss of use of equipment, claims from third parties, or any other such damages or economic harm.