

on the basis of such test, but not for a greater period than thirty (30) days prior to the date of the test, nor prior to a date within such thirty (30) days on which such meters may have been accurate within two per cent (2%).

Ninth: The Power Company will provide a regular power service, and the Consumer will regularly and continuously receive, use, and apply same; but in case the Power Company shall be wholly or partially prevented from delivering the electric power hereunder, or in case the service thereof shall be interrupted or suspended, or fail, or in case the Consumer shall be prevented from receiving, using, and applying the electric power, by reason of or through strike, stoppage of labor, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, military or usurped power, accident, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any civil authority, act of God or the public enemies, or any cause reasonably beyond the control, and not attributable to its neglect, then and in such event the Power Company shall not be obligated to deliver said electric power hereunder during such period, and shall not be liable for any damage or loss resulting from interruption, prevention, suspension, or failure, and the Consumer shall not be obligated or liable for such power not delivered, furnished, or supplied during such periods, and in any and all such event or events, the party suffering such interruption, prevention, suspension, or failure shall be prompt and diligent in remedying and overcoming such cause or causes thereof.

Tenth: Neither party hereto shall be responsible for accident or injury to the machinery, apparatus, appliances, or other property of the one, caused by lightning, fire, or failure of the machinery, apparatus, or appliances of the other; and the Power Company shall not be in any way responsible for the transmission, control, use or application of said electric power beyond the point of its delivery to the Consumer, and shall not in any event, be liable for damages or injury to persons or property, arising, accruing, or resulting in any manner from the receiving, use, or application, by the Consumer of said electric power. And the Consumer shall hold and save the Power Company harmless from any and all loss or damage sustained, and from any and all liability to any person or property, incurred by the Power Company by reason of any negligence or misconduct on the part of its workmen, its officers, agents, or employees, in constructing, maintaining, or operating its said plant

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or any machinery, apparatus, or appliances used in connection therewith, or in the transmission, control, use or application of said electric power beyond said delivery point.

Eleventh: The Consumer agrees to maintain in good order and repair its electrical apparatus and appliances, and to be prompt and diligent in making repairs; and in case of defects existing in said apparatus and appliances which shall justify a right the service of the Power Company, then and in that case the Power Company shall have the right, after giving notice of such defects to the Consumer, to discontinue the furnishing of power until such defects shall have been repaired. Any delay or omission on the part of the Power Company to exercise such option shall not be deemed a waiver of its right to exercise such option whenever such default on the part of the Consumer shall occur, and the Consumer will pay to the Power Company all loss and damage resulting to it from such suspension.

Twelfth: If default shall be made at any time by the Consumer in paying for said electric power under and pursuant to the terms of this contract, and if such default shall continue for a period of ten (10) days, then the Power Company shall have the right, at its option, to terminate this contract, or at its option, without terminating or in any wise avoiding this contract, to discontinue, suspend, and withdraw the delivery, furnishing, or supplying electric power hereunder, until payment of all money due to it under the terms hereof from the Consumer shall have been made; and this option may be exercised by the Power Company whenever, and as often as, any such default shall occur and continue for said period of ten (10) days, and delay or omission on the part of the Power Company to exercise such option at any time shall not be deemed a waiver by it of its right to exercise such option whenever such default on the part of the Consumer shall occur. And the Consumer shall pay to the Power Company all loss and damage resulting to it from such suspension of delivery of power hereunder and in the event of such default in payment, or at the termination or expiration of this contract, then it shall be lawful for, and the Consumer does hereby authorize and empower the Power Company, its successors and assigns, officers,

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