

7. LIABILITY OF PARTIES

Northern and the Shipper shall each assume full responsibility and liability for the maintenance and operation of their respective properties.

Northern shall not be liable to the Shipper for its failure to receive or deliver gas, and the Shipper shall not be liable to Northern for its failure to deliver or receive gas other than to make payments, when such failure on the part of either shall be due to force majeure as defined in Section 10 "FORCE MAJEURE" in these GENERAL TERMS AND CONDITIONS, provided, such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be, provided, however, that neither Northern nor the Shipper shall be relieved of liability to the other for any damages or expense caused or contributed to by its own negligence when such negligence on its part is the proximate cause of its failure to deliver or receive gas, as the case may be.

Northern and Shipper may agree to waive a trial by jury with respect to litigation directly or indirectly arising out of, under or in connection with, any agreement entered into pursuant to Northern's FERC Gas Tariff. But such agreement shall not be made a condition of obtaining service that Northern is required by its certificates to provide.