

7. INDEMNIFICATION.

Except for losses, claims, or damages arising out of Northern's sole negligence, Shipper shall protect, indemnify and save harmless Northern, its affiliated companies and officers, directors, stockholders, employees, agents and servants from and against all liabilities, losses, claims, damages, penalties, cause of action, suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) arising out of or alleged to arise out of Shipper's, or its agents', employees', contractors' or subcontractors' agreement to receive or receipt of liquefied natural gas (LNG) from Northern, including, without limitation, the design, construction, maintenance and operation of facilities owned by Northern or Shipper used to deliver LNG from Northern to Shipper or for Shipper to receive LNG from Northern.

Shipper's and Northern's liability for claims hereunder shall extend to claims arising out of breach of contract, warranty, negligence, tort, strict liability, product liability, statutory or regulatory liability, indemnity, contribution and any other legal or equitable theory and shall not be limited solely to direct damages (also known as legal, contract or expectation damages). Such liability may include direct, consequential and any other type of damages, including lost profits, lost opportunity costs, or lost revenue.

8. GENERAL TERMS AND CONDITIONS.

The GENERAL TERMS AND CONDITIONS of this Tariff, to the extent they are applicable to the deliveries of LNG as provided herein, are hereby incorporated into and made a part of this Rate Schedule.