

TERMS AND CONDITIONS

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XIV. CUSTOMER'S RESPONSIBILITY

A. The Customer shall be responsible at all times for the safekeeping of all Company property installed on the Customer's premise, and to that end shall give no one, except authorized Company employees and/or agents, access to such property.

B. The Customer shall be liable for the cost of repairs or damage done to the Company's property on the Customer's premise resulting from the negligence of or misuse by persons other than the Company's employees and/or agents or from tampering. In the event of damages to the Company's property on the Customer's premise, the Company may require thereafter a Customer to deposit with the Company such reasonable amounts of cash as will ensure payment for repairs in the event of future damage or tampering.

C. Electricity is supplied by the Company and purchased by the Customer upon the express condition that after such electricity passes the Delivery Point it becomes the property of the Customer to be used only as herein provided; and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the Delivery Point; or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Customer or for the inspection or repair thereof.

D. The Customer shall be responsible for the maintenance and repair of the Customer's wiring and equipment. Should the Customer report trouble with the supply of electricity, the Company will endeavor to respond with reasonable dispatch to such equipment supplying the Customer. If the trouble appears to be in the Customer's wiring or appliances, the Company's employees and/or agents may, if requested by the Customer, make such inspection of the Customer's wiring or equipment as the Company's employees and/or agents are prepared to make, but any inspection of the Customer's wiring or equipment by the Company's employees and/or agents is made with the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Company's employees and/or agents. The Company retains all responsibility only with respect to the action of the Company's employees and/or agents in connection with property owned by the Company.