

GENERAL TERMS AND CONDITIONS

13. POSSESSION OF GAS

- 13.1 Control and Possession. As between the parties to the Transportation Service Agreement, Transporter shall be deemed to be in control and possession of the Gas deliverable thereunder from the time it is delivered to Transporter at the Receipt Point(s) until it shall have been made available to or on behalf of Shipper at the Delivery Point(s). Prior to the time Gas is delivered to Transporter at the Receipt Point(s) and after such Gas is made available to or on behalf of Shipper at the Delivery Point(s), Shipper shall be deemed to be in control and possession thereof.
- 13.2 Responsibility. Shipper shall have no responsibility with respect to any Gas deliverable under the Transportation Service Agreement after it is delivered to Transporter at the Receipt Point(s) until it is made available to or on behalf of Shipper at the Delivery Point(s), or on account of anything which may be done, happen or arise with respect to such Gas after it is delivered to Transporter at the Receipt Point(s) and before it is made available to or on behalf of Shipper at the Delivery Point(s), and Transporter shall have no responsibility with respect to such Gas before it is delivered to Transporter at the Receipt Point(s) or after it is made available to or on behalf of Shipper at the Delivery Point(s) or on account of anything which may be done, happen or arise with respect to such Gas before it is delivered to Transporter at the Receipt Point(s) and after it is made available to or on behalf of Shipper at the Delivery Point(s).
- 13.3 Right to Commingle. From the time Gas is delivered to Transporter at the Receipt Point(s), Transporter shall have the unqualified right to commingle such Gas with other Gas in Transporter's Natural Gas transmission system.