
ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

SCHEDULED MAINTENANCE: (continued)

1. The Customer may present a request for a maintenance outage in writing to the Company no less than 30 days in advance of the date of the scheduled maintenance with the nominated Scheduled Maintenance Power. Any proposed modifications by the Company must be made with reason within seven days after that schedule has been received by the Company. All changes in maintenance scheduling will be after consultation and by mutual consent of the parties.
2. The Customer may request an adjustment in a scheduled maintenance outage up to 14 days in advance of the expected maintenance. Company approval, or disapproval with reason, for such adjustment shall be given within seven days of such request.
3. The Company may with reason cancel a scheduled maintenance outage at any time with seven days' notice prior to the beginning of a scheduled maintenance outage. Subject to the mutual agreement of the Customer and the Company, scheduled maintenance outage(s) canceled by the Company may be rescheduled.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the facilities charges shall be applied to only such Renewable Power as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any.

The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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