

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT (Continued)

10.4 Delayed Bill:

If presentation of an invoice to Shipper by Transporter is delayed after the ninth (9th) Business Day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

10.5 Adjustment of Overcharge and Undercharge:

If it shall be found that at any time or times, within the time limits specified in Section 10.7 hereof, Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof as a result of an error in billing for which Transporter is solely responsible, and Shipper shall have actually paid the invoice containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, Transporter shall refund the amount of any such overcharge with interest thereon at the then effective rate computed in the manner set forth in Section 154.501 of the Commission's regulations from the time such overcharge was paid to the date of refund, and Shipper shall pay the amount of any such undercharge, with interest thereon computed in the same manner from the time such undercharge would have been due to the date that Shipper pays the undercharged amount.

10.6 Order of Discounts:

If Transporter charges less than the maximum reservation rate for transportation service provided under Rate Schedule FT-1, Transporter will recognize all discounts as being deducted from the maximum base rate reservation charge.

10.7 Limits on Adjustments:

In the event that an error is discovered in any invoice that Transporter renders for transportation or storage services, such error shall be adjusted within thirty (30) days of the determination thereof, provided that any claim for a prior period adjustment will be limited to six (6) months from the date of the initial transportation invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights will not otherwise be diminished by this standard. Mutual agreement between Parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension at the above time periods. [NAESB WGQ 3.3.15]