

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.4 Creditworthiness of Shipper or Persons Requesting Service:
(Continued)

- (d) If Shipper is found to be non-creditworthy, Transporter will inform Shipper, in writing upon Shipper's request, of the reasons for the determination.
- (e) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for a request for new service, Transporter may deny the Shipper's request.
- (f) If Shipper is unable to demonstrate creditworthiness and fails to provide adequate credit assurance using any of the methods described above for service under an existing Service Agreement, Transporter may, without waiving any rights or remedies it may have, suspend service upon twenty (20) days' written notice using the notice procedures described in Section 10.3 of the General Terms and Conditions.
- (g) Transporter may determine in its sole discretion that a Shipper that requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past Service Agreements and Shipper has defaulted on such payments per the terms of Section 10 of the General Terms and Conditions.
- (h) If a Shipper has multiple Service Agreements with Transporter and defaults on one Service Agreement, Transporter may deem a default by Shipper on that one Service Agreement as a loss of creditworthiness on any and all other Service Agreements that the Shipper has with Transporter.
- (i) The following procedures shall apply to the exchange of information between Transporter and Shipper when Transporter is evaluating Shipper's creditworthiness:
 - (1) If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, should provide its reason(s) for requesting the additional information to Shipper and designate to whom the response should be sent. Transporter and Shipper may mutually agree to waive the requirements of this subpart. [NAESB WGQ 0.3.3]