

8. BILLING AND PAYMENT

For purposes of this Section 8, all references to "day" shall be deemed to mean "billing day" and all references to "month" shall be deemed to mean "billing month."

Each month, Northern shall submit to Shipper a statement and billing for the demand/reservation/capacity charge portion of actual services rendered during the preceding month. Additionally, Northern shall submit to Shipper, or its Designee, a separate statement and billing for the commodity portion of actual services rendered during the preceding month, if available. If actual measurement data is not available within five (5) Business Days after the end of the production month, then billing will be based on the best available measurement data and corrected as a prior period adjustment in a subsequent month. Quantities at points where OBAs exist should be invoiced based on scheduled quantities. The statements and billings shall be rendered on or before the 9th Business Day after the end of the production month. The term "rendered" shall mean postmarked, time-stamped or delivered to the designated site. Shipper shall pay to Northern the amount shown as due by such billing within ten (10) days of the issuance of such billings in immediately available U.S. funds at a depository designated by Northern. When paying the original invoice, the Shipper shall have the right to adjust its payment relative to imbalance cash in/out amounts to reflect its imbalance resolution elections pursuant to Section 32 of the GENERAL TERMS AND CONDITIONS of this Tariff. Checks received in Northern's designated depository at least two (2) Business Days before the invoice due date will be considered to be immediately available funds on the due date. When the due date falls on a day that the designated depository is not open in the normal course of business to receive the Shipper's payment, the Shipper shall cause such payment to be made on or before the first Business Day on which the designated depository is open after such due date. Shipper shall submit supporting documentation with any payment. Shipper shall identify invoice number(s) on all payments. The party making the payment shall submit supporting documentation; the party receiving the payment shall apply the payment per the supporting documentation provided by the paying party; and if the payment differs from the invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment date.

Upon request, Northern will provide a statement showing the outstanding cumulative account activity.

Prior period adjustment time limits will be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

Should Shipper fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, Northern may impose interest at the then effective Refund Interest Rate pursuant to the Commission's regulations, from the due date until date of payment. If such failure to pay continues, Northern, in addition to any other remedy it may have, may suspend or terminate service hereunder after implementing a notification procedure in accordance with Section 16 of the GENERAL TERMS AND CONDITIONS of this Tariff.

If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute, and at any time thereafter within twenty (20) days of a demand made by Northern for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to Northern, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then Northern shall not be entitled to suspend or terminate service pursuant to this provision as a result of said dispute unless and until default is made in the conditions of such bond.