

GENERAL TERMS AND CONDITIONS

4. "Shipper's Nominated Quantities" means
- i. If Notification is provided after the deadline for submitting nominations in the Timely Nomination Cycle, the quantities nominated by Shipper at Shipper's primary points affected by the Event, up to Shipper's MDQ;
 - ii. If Notification is provided before the deadline for submitting nominations in the Timely Nomination Cycle, the lesser of (A), (B) or (C); provided, however, if Northern has posted that no service will be available using Shipper's primary points affected by the Event and Shipper does not submit a nomination for the Day of the Event, Shipper's Nominated Quantities will mean the lesser of (A) or (B) where
 - (A) is Shipper's MDQ associated with Shipper's primary points affected by the Event;
 - (B) is the average quantities delivered by Northern at Shipper's primary points affected by the Event during the seven Days immediately prior to an Event for the remaining days of the first calendar month of the Event. If the Event continues beyond the first calendar month (B) is the average daily deliveries of the same calendar month of the previous year for each day of the subsequent month(s), unless the Shipper did not have MDQ at the affected point(s) during the applicable month of the previous year, in which case (B) shall be the seven Days immediately prior to the Event. In all cases (B) shall be adjusted upward or downward proportionally for any increase or decrease in the MDQ of the affected primary point(s); and
 - (C) is the quantities nominated by Shipper at Shipper's primary points affected by the Event for the Day of the Event.
 - iii. Shipper's Nominated Quantities do not include quantities reduced as a result of the operator confirmation process, a failure to meet Northern's quality specifications or other actions beyond the direct control of Northern, other than a Force Majeure on Northern's facilities.
5. "Undelivered Quantities" means the amount by which Shipper's Nominated Quantities exceed the quantities delivered by Northern to the affected Primary Delivery Point(s) as a result of an Event. In no event shall Undelivered Quantities exceed the Point MDQ and the Undelivered Quantities at all Delivery Point(s) in aggregate cannot exceed the total MDQ set forth in Shipper's Firm Throughput Service Agreement.