

ENBRIDGE PIPELINES INC.

REFINED PETROLEUM PRODUCTS TARIFF

RULES AND REGULATIONS

Governing the

TRANSPORTATION

of

REFINED PETROLEUM PRODUCTS

▲ Denotes changes in wording from NEB No. 226

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RULES AND REGULATIONS

1. DEFINITIONS

As used in this tariff, the following terms have the following meanings:

"**API**" means American Petroleum Institute.

"**ASTM**" means American Society for Testing and Materials.

"**Carrier**" means Enbridge Pipelines Inc.

"**Crude Petroleum**" means the direct liquid product of oil wells, oil processing plants, the indirect liquid petroleum products of oil or gas wells, oil sands, or a mixture of such products, but does not include Natural Gas Liquids or Refined Petroleum Products.

"**Density**" means mass per unit volume at 15 degrees Celsius expressed in kilograms per cubic metre.

▲ "**Financial Assurances**" means the financial assurances provided by the Shipper and accepted by the Carrier in accordance with Rule 20.

"**Force Majeure**" means an event which is unforeseen and beyond the control of the Shipper that either prevents the Shipper from delivering the affected volume to Carrier or prevents the Shipper from accepting delivery of the affected volume from Carrier. The following are the only instances that will be recognized as Force Majeure events: earthquakes; floods; landslides; civil disturbances; sabotage; the acts of public enemies; war; blockades; insurrections; riots; epidemics; the act of any government or other authority or statutory undertaking; the inability to obtain or the curtailment of electric power, water or fuel; strikes, lockouts or other labour disruptions; fires; explosions; breakdowns or failures of pipe, plant, machinery or equipment; and contamination or poisoning of catalyst and/or solvent or biological treatment facilities. For greater certainty, a lack of funds; the availability of a more attractive market; Shipper's inability to purchase Refined Petroleum Products; or inefficiencies in operations do not constitute events of Force Majeure.

"**Kilopascal**" is equivalent to 0.145 037 7 pounds per square inch.

"**Natural Gas Liquids**" means the indirect liquid petroleum products of oil or gas wells having an absolute vapour pressure in excess of 103 kilopascals.

"**NEB**" means the National Energy Board.

"**Non-Performance Penalty**" means the charge and cost referred to in Rule 19(a).

"**Refined Petroleum Products**" means the products of a refinery tendered as motor gasoline, aviation fuels, kerosene, diesel fuel and domestic heating oil falling within specifications established in the Carrier's tariff respecting Refined Petroleum Products.

"**Regular Delivery Point**" means a location for the delivery of Refined Petroleum Products as provided for in the Carrier's tariff for Tolls Applying on Crude Petroleum, Natural Gas Liquids and Refined Petroleum Products.

"**Regular Receiving Point**" means a location for the receipt of Refined Petroleum Products as provided for in the Carrier's tariff for Tolls Applying on Crude Petroleum, Natural Gas Liquids and Refined Petroleum Products.

▲ "**Shipper**" means the party that contracts with the Carrier for the transportation of Refined Petroleum Products under the terms of this tariff, and that has satisfied the Carrier of that party's capacity to perform its financial obligations that may arise from the transportation of its Refined Petroleum Products under the terms of this tariff, and includes a transferee of a Shipper's rights and obligations, as approved in accordance with Rule 16(c).

"**Tender**" means an offer by a Shipper to the Carrier in accordance with this tariff for the transportation of a stated quantity of Refined Petroleum Products from a Regular Receiving Point to a Regular Delivery Point.

"**Working Stock**" means the volume of Petroleum required by the Carrier for operational and scheduling purposes as specified from time to time by the Carrier.

2. COMMODITY

This tariff applies to the transportation of Refined Petroleum Products by the Carrier.

3. ORIGIN AND DESTINATION FACILITIES

(a) Subject to the further provisions of this tariff, the Carrier will only accept Refined Petroleum Products for transportation:

(i) at Regular Receiving Points; (ii) when the Refined Petroleum Products have been specified to be delivered to one or more Regular Delivery Points; and (iii) when the party taking delivery of the Refined Petroleum Products has been specified in writing to the Carrier.

(b) Except where the Carrier provides such facilities, the Carrier will only accept Refined Petroleum Products for transportation when the Shipper has provided the necessary facilities satisfactory to the Carrier at the specified Regular Receiving Point and Regular Delivery Point for such Refined Petroleum Products.

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4. SPECIFICATIONS AS TO QUALITY

(a) A Shipper shall not deliver to the Carrier and the Carrier shall not be obligated to accept Refined Petroleum Products that, as determined by the Carrier, have on receipt:

(i) a temperature greater than 38 degrees Celsius; (ii) a Reid vapour pressure in excess of 103 kilopascals; (iii) a free water HAZE Test of six or greater; (iv) a kinematic viscosity in excess of 4.3 square millimetres per second at 37.8 degrees Celsius; (v) a colour darker than colour No. 3 as specified in accordance with ASTM D 1500 or the latest revision to such Standard except that gasolines to which artificial colouring has been added will be accepted for transportation regardless of colour; or (vi) physical or chemical characteristics that may render such Refined Petroleum Products not readily transportable by the Carrier or that may materially affect the quality of other commodities transported by the Carrier or that may otherwise cause disadvantage to the Carrier.

(b) A Shipper shall, as required by the Carrier, provide to the Carrier a certificate with respect to the specifications of the Refined Petroleum Products to be received by the Carrier from such Shipper. If a Shipper fails to provide the Carrier with such certificate, then the Carrier shall not be obligated to accept the Shipper's Refined Petroleum Products.

(c) A Shipper shall, if requested by the Carrier, provide and inject corrosion inhibitor compound of a type and amount that is satisfactory to the Carrier into Refined Petroleum Products to be received by the Carrier from such Shipper.

(d) If the Carrier determines that a Shipper does not comply with the provisions of paragraph (a) or (c) of Rule 4 of this tariff, then such Shipper shall remove its Refined Petroleum Products from the facilities of the Carrier as directed by the Carrier.

(e) If a Shipper fails to remove its Refined Petroleum Products from the facilities of the Carrier as directed by the Carrier, then the Carrier shall have the right to remove and sell such Refined Petroleum Products in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Refined Petroleum Products. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

5. BUFFER AND INTERFACE

(a) A Shipper shall, if requested by the Carrier, supply Petroleum as buffer material of a type and amount that is satisfactory to the Carrier. The Shipper shall, unless otherwise agreed to with the Carrier, accept at the designated Regular Delivery Point for its Refined Petroleum Products the volume of buffer material determined by the Carrier to be applicable to the transportation of such Refined Petroleum Products.

(b) A Shipper shall accept, at the designated Regular Delivery Point for its Refined Petroleum Products, the volume of interface material associated with the transportation of such Refined Petroleum Products as determined by the Carrier.

(c) Except as otherwise provided for in this tariff, the Carrier's tariff applying on the transportation of Crude Petroleum shall apply to buffer material transported with Refined Petroleum Products.

6. CHANGES IN QUALITY AND SEGREGATION

(a) The Carrier shall endeavour to deliver substantially the same type of Refined Petroleum Products as that received from a Shipper, however the Carrier shall not be obligated to make delivery of the identical Refined Petroleum Products received by the Carrier.

(b) If Refined Petroleum Products tendered to the Carrier are of a kind or quality that is not currently being transported by the Carrier, then the Carrier shall, at the request of the Shipper of such Refined Petroleum Products and subject to the operating conditions of the facilities of the Carrier, endeavour to segregate such Refined Petroleum Products during transportation by the Carrier. In such circumstances, the Shipper shall, at the request of the Carrier, make such Refined Petroleum Products available in such quantities and at such times as may be necessary to permit such segregated movements.

(c) Subject to paragraph (a) of Rule 13 of this tariff, the Carrier shall not be liable for any damage, loss or consequential loss resulting from a change in the density or other quality of a Shipper's Refined Petroleum Products as a result of the Carrier's transportation of such Refined Petroleum Products, including without limitation the mixing of Refined Petroleum Products with other Petroleum in the facilities of the Carrier.

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7. TENDERS, RATES AND VOLUMES

- (a) Tenders shall be submitted to the Carrier in accordance with the notice of shipment format prescribed by the Carrier no later than the time and date set out in the Carrier's monthly nomination schedule. The Carrier shall notify all shippers of the monthly nomination schedule applicable for the calendar year. Notice of any amendment to a monthly nomination date shall be provided by the Carrier to all shippers at minimum 24 hours in advance of the proposed change in nomination date.
- (b) Where applicable, such Tenders shall include the amounts of Petroleum to be used as buffer material with such Refined Petroleum Products. The Carrier may, subject to the availability of space and the operating conditions of the facilities of the Carrier, accept Tenders or revised Tenders after such time.
- (c) A Shipper shall, upon notice from the Carrier, provide written third party verification as required by the Carrier in support of such Shipper's Tender. The Carrier shall not be obligated to accept a Shipper's Refined Petroleum Products where such verification is, in the sole discretion of the Carrier, unacceptable to the Carrier.
- (d) The Carrier shall not be obligated to accept a Shipper's Refined Petroleum Products if the volume of such Refined Petroleum Products is less than the minimum volume or if the rate at which such Refined Petroleum Products are received by the Carrier is less than or greater than the rates specified from time to time by the Carrier for each Regular Receiving Point.
- (e) The Carrier shall not be obligated to make a delivery of a Shipper's Refined Petroleum Products of less than the minimum volume or at a rate less than or greater than the rates specified from time to time by the Carrier for each Regular Delivery Point.
- (f) A Shipper shall supply its share of Working Stock by types and volumes as determined from time to time by the Carrier.
- (g) Tenders received by the Carrier acting for Enbridge Energy, Limited Partnership for transportation within the United States of America shall be subject to the rates, rules and regulations applicable to transportation by Enbridge Energy, Limited Partnership, which shall invoice the Shipper for such transportation.
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8. APPLICATION OF TOLLS

- (a) The Carrier shall charge a Shipper the Carrier's toll for the transportation of Refined Petroleum Products on the volume of Refined Petroleum Products transported by the Carrier.
- (b) The Carrier shall charge a Shipper, on the volume of buffer material transported with such Shipper's Refined Petroleum Products, the Carrier's toll for the transportation of Crude Petroleum.
- (c) The Carrier shall charge a Shipper the Carrier's toll for the transportation of Refined Petroleum Products and the Carrier's toll for the transportation of Crude Petroleum that are in effect on the date of delivery at the designated Regular Delivery Point for such Shipper's Refined Petroleum Products.
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9. PAYMENT OF TOLLS AND LIEN FOR UNPAID CHARGES

- ▲(a) A Shipper shall pay all charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Refined Petroleum Products by the Carrier. The Shipper shall pay such charges and costs upon receipt of the Carrier's invoice respecting such charges and costs. If required by the Carrier, the Shipper shall pay such charges and costs before delivery, or before acceptance of a transfer, of the Shipper's Refined Petroleum Products by the Carrier.
- ▲(b) The Carrier shall have a general lien on all of a Shipper's Refined Petroleum Products that are in the possession of the Carrier to secure the payment of all charges and costs accruing or due relating to the transportation of the Shipper's Refined Petroleum Products by the Carrier. The general lien provided herein shall be in addition to any lien or security interest otherwise provided by law or contract. The Carrier may withhold the Shipper's Refined Petroleum Products from delivery, and may exercise any other rights and remedies provided at law or by contract, until all such charges and costs have been paid.
- (c) If charges for the transportation of a Shipper's Petroleum remain unpaid for ten days after notice of demand for payment of such charges is made to such Shipper by the Carrier, then the Carrier shall have the right to remove and sell any or all of such Shipper's Refined Petroleum Products that are in the possession of the Carrier in such lawful manner as deemed appropriate by the Carrier.
- (d) The Carrier shall pay from the proceeds of such sale all charges and costs accruing or due relating to the transportation of such Shipper's Refined Petroleum Products by the Carrier and all costs incurred by the Carrier with respect to the storage, removal and sale of such Shipper's Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.
- ▲(e) When required, the Carrier shall, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Refined Petroleum Products on behalf of the Carrier for the purpose of enforcing the general lien described in this Rule. The Carrier hereby advises that it has appointed Enbridge Energy, Limited Partnership as one agent appointed to hold possession of the Shipper's Refined Petroleum Products for the purpose of enforcing its general lien.

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10. MEASURING, TESTING AND DEDUCTIONS

(a) The Carrier shall gauge or meter, or cause to be gauged or metered, a Shipper's Refined Petroleum Products upon receipt and delivery by the Carrier. The Shipper or the designate of the Shipper may be present at such gauging or metering. If tank gauges are used, the volume of Refined Petroleum Products shall be computed from tank tables on a 100 percent volume basis. The Carrier shall have the right to enter the premises where Refined Petroleum Products are received or delivered by the Carrier and shall be granted access to all facilities for the purpose of gauging or metering and to make any examination, inspection, measurement or test as required by the Carrier to verify the accuracy of such facilities and the quality of such Shipper's Refined Petroleum Products.

(b) The Carrier shall correct the density and volume of Refined Petroleum Products received and delivered by the Carrier from the actual temperature of such Refined Petroleum Products to 15 degrees Celsius by use of API 2540 Petroleum Measurement Standards or the latest revision to such Standards.

(c) The Carrier shall correct the metered volume of Refined Petroleum Products for compressibility by the use of API Manual of Petroleum Measurement Standards, Chapter 11.2.1 M or the latest revision to such Chapter.

(d) The Carrier shall, as deemed necessary by the Carrier, determine the kinematic viscosity of Refined Petroleum Products received by the Carrier in accordance with ASTM D 445 or the latest revision to such standard or such other test as may be agreed to by the Carrier and the Shipper.

(e) The results of all such gauging, metering and testing by the Carrier shall be final.

11. EVIDENCE OF RECEIPTS AND DELIVERIES

The Carrier shall evidence the receipt and delivery of Refined Petroleum Products by tickets showing the volume, type, temperature, density and any other data with respect to such Refined Petroleum Products as may be specified from time to time by the Carrier. Such tickets shall be signed by the Shipper, or the designate of the Shipper, and the Carrier.

12. DELIVERY AND ACCEPTANCE

(a) A Shipper or the designate of the Shipper shall accept such Shipper's Refined Petroleum Products upon arrival at the designated Regular Delivery Point for such Refined Petroleum Products.

(b) If a Shipper fails to remove its Refined Petroleum Products from the facilities of the Carrier in accordance with the provisions of paragraph (a) of Rule 12 of this tariff, then the Carrier shall have the right to remove and sell such Refined Petroleum Products in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Refined Petroleum Products. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

13. LIABILITY OF THE CARRIER

(a) Except where caused by the direct negligence of the Carrier, the Carrier shall not be liable to a Shipper for any delay, damage, loss or consequential loss resulting from any cause while the Carrier is in possession or control of such Shipper's Refined Petroleum Products, including without limitation the breakdown of the facilities of the Carrier.

(b) If damage or loss to Petroleum results from any cause other than the direct negligence of the Carrier while the Carrier is in possession or control of such Petroleum then the Carrier may apportion the cost of such damage or loss on a pro rata basis among all Shippers. Each Shipper's share of such cost shall be determined by the Carrier based on the proportion of the volume of the Shipper's Refined Petroleum Products in the possession of the Carrier on the date of such loss to the total volume of Petroleum in the possession of the Carrier on the date of such loss.

14. INDEMNIFICATION BY THE SHIPPER

A Shipper shall indemnify the Carrier for any damage, loss, costs or consequential loss incurred by the Carrier or any other party as a result of such Shipper's failure to comply with any provision of this tariff.

15. APPORTIONMENT AND SUBSTITUTION

(a) If more Refined Petroleum Products, Natural Gas Liquids and associated buffer material are tendered than can be transported by the Carrier, then the Carrier shall apportion such tenders among all such Shippers on the basis of such current tenders and the current operating conditions of the facilities of the Carrier applicable to the transportation of Refined Petroleum Products and Natural Gas Liquids.

(b) Subject to allocations to priority destinations designated by the NEB, the Carrier shall apportion each such Shipper a pro rata share of the capacity of such facilities of the Carrier based on such current tenders.

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16. REQUESTED CHANGE BY THE SHIPPER

(a) Subject to the operating conditions of the facilities of the Carrier, the Carrier may, upon the written request of a Shipper, allow a Shipper to change:

(i) the designated Regular Receiving Point for its Refined Petroleum Products; (ii) the designated volume and type of its Refined Petroleum Products to be received at a designated Regular Receiving Point; (iii) the designated Regular Delivery Point for its Refined Petroleum Products; (iv) the designated volume and type of its Refined Petroleum Products to be delivered to a designated Regular Delivery Point; and (v) the party designated to take delivery of its Refined Petroleum Products.

(b) The Carrier may allow a Shipper to transfer, in such manner as may be specified by the Carrier from time to time, such Shipper's rights and obligations under this tariff respecting its Refined Petroleum Products to another Shipper.

▲(c) A transfer of a Shipper's rights and obligations under Rule 16(b) of this tariff respecting its Refined Petroleum Products will not be binding or effective on the Carrier until the Carrier has provided a notice of acceptance to the transferor and transferee. The Carrier will not provide a notice of acceptance of a transfer until such time as the transferee has satisfied the Carrier of its capacity to undertake the transferor's obligations and has provided any Financial Assurances requested by the Carrier in accordance with Rule 20 of this tariff.

17. ADVERSE CLAIMS AGAINST REFINED PETROLEUM PRODUCTS

(a) A Shipper shall not Tender or deliver to the Carrier Refined Petroleum Products which are involved in litigation, the ownership of which may be in dispute or which are encumbered by a lien or charge of any kind unless the Shipper provides written notification to the Carrier of such litigation, dispute, lien or charge not less than 20 days before such Tender is made to the Carrier.

(b) The Carrier shall not be obligated to accept Refined Petroleum Products that are involved in litigation, the ownership of which may be in dispute or which are encumbered by a lien or charge of any kind.

(c) A Shipper shall advise the Carrier in writing if, at any time while the Shipper's Refined Petroleum Products are in the possession of the Carrier, such Refined Petroleum Products become involved in litigation, the ownership of such Refined Petroleum Products become in dispute or such Refined Petroleum Products become encumbered by a lien or charge of any kind.

(d) A Shipper shall, upon demand from the Carrier, provide a bond or other form of indemnity satisfactory to the Carrier protecting the Carrier against any liability or loss that may arise as a result of such Shipper's Refined Petroleum Products that are involved in litigation, the ownership of which may be in dispute or which are encumbered by a lien or charge of any kind.

18. CLAIMS, SUITS AND TIME FOR FILING

(a) A Shipper shall advise the Carrier in writing of any claim for delay, damage or loss resulting from the transportation of such Shipper's Refined Petroleum Products by the Carrier within 30 days of delivery of such Refined Petroleum Products by the Carrier or, in the case of a failure to make delivery, then within 30 days after a reasonable time for delivery has elapsed.

(b) A Shipper shall institute any action arising out of any claim against the Carrier within 180 days from the date that written notice is given by the Carrier to such Shipper that the Carrier has disallowed such claim or any part of such claim.

(c) If a Shipper fails to comply with the provisions of paragraph (a) or paragraph (b) of Rule 18 of this tariff, then such Shipper waives all rights it has to bring an action against the Carrier with respect to such claim.

19. NON-PERFORMANCE

(a) In months of apportionment, all nominations which are apportioned shall have the Non-Performance Penalty applied to that portion of shortfall in receipts by a Shipper that exceeds five (5) percent of that Shipper's apportioned volume. However, the Non-Performance Penalty will not be applied to that portion of shortfalls caused by Force Majeure events; Carrier imposed restrictions on feeder pipeline deliveries into the Carrier; or any carry over volumes.

(b) The Shipper shall provide the Carrier with written notice of the Force Majeure event within four business days of the event. Such notice shall state the nature of the event, the estimated duration of the event, and the volume affected. The Shipper shall use reasonable diligence to remedy the Force Majeure event as quickly as reasonably practicable and shall keep Carrier informed as to the progress in the efforts to remedy the event; provided the Shipper shall not be required to settle strikes, lockouts or other labour disruptions contrary to its wishes.

(c) At any time up to thirty (30) calendar days following the receipt of the notice referred to in Rule 19(b) the Carrier will issue written notice to the Shipper informing the Shipper in the event the Carrier disputes all or a portion of the Shipper's claim of Force Majeure. The Carrier shall invoice the Shipper for the amount of the Non-Performance Penalty calculated in accordance with Rule 19(a) and the Shipper shall be obligated to make payment of the invoiced amount.

(d) The Carrier shall publish, on at least a monthly basis, a summary of all Force Majeure notices issued pursuant to Rule 19(b) and 19(c), which shall contain only the name of the Shipper claiming Force Majeure, volume affected, the amount of the Non-Performance Penalty disputed and/or undisputed, and the status of all disputed claims.

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▲ 20. FINANCIAL ASSURANCES

(a) At any time, upon the request of the Carrier, any prospective or existing Shipper shall provide information to the Carrier that will allow the Carrier to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Refined Petroleum Products under the terms of this tariff, including the payment of transportation charges, equalization obligations and the value of the allowance oil and negative Shipper's balance positions. The Carrier shall not be obligated to accept Refined Petroleum Products for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide the requested information to the Carrier within ten (10) days of the Carrier's written request, or if the Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise from the transportation of that Shipper's Refined Petroleum Products under the terms of this tariff, including the payment of transportation charges, equalization obligations and the reasonably determined value of the allowance oil and negative Shipper's balance positions.

(b) Subject to the provisions of Rule 20(c), the Carrier, upon notice to the Shipper, may only require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier, to be provided at the expense of the Shipper:

(i) prepayment; (ii) a letter of credit in favour of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier, in a form and from an institution acceptable to Carrier; (iii) a guarantee in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or (iv) such other enforceable collateral security, including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier (the "Financial Assurances").

(c) In the event that the Carrier reasonably determines that:

(i) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory; (ii) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Refined Petroleum Products under the terms of this tariff; or (iii) the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper,

then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Refined Petroleum Products by the Carrier. For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Refined Petroleum Products, those charges and costs shall include transportation charges, equalization obligations, negative Shipper's balance positions and the allowance oil. The Carrier shall not be obligated to accept Refined Petroleum Products for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier within ten (10) days of Shipper's receipt of Carrier's written request for such Financial Assurances.