

TERMS AND CONDITIONS

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XII. PAYMENTS

A. The provision of Electric Service by the Company is contingent upon payment of all charges due from the Customer.

B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due on the next bill date. However, when circumstances warrant, a non-residential Customer and the Company may agree on an accelerated due date in lieu of a security deposit. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations.

C. A late payment charge of 1 1/2% per month will be imposed at the next bill date on all past due balances on the Company's books, excluding consumption tax and local consumer utility taxes provided that at least 28 days have elapsed since the previous bill date.

D. Bills are payable by any bill payment method accepted by the Company or to any collector or collection agency duly authorized by the Company, except that, when written notice of discontinuance of service for nonpayment has been sent to the Customer, payment must be made by a designated bill payment method prior to the expiration date on the written notice of discontinuance of service for nonpayment. Payments shall be paid without regard to any counterclaim whatsoever.

E. The Company reserves the right to apply any payment or payments made by the Customer in whole or in part to any account due the Company by the Customer.

F. The Customer may be charged a handling fee of \$12.17 for each check, draft, or electronic debit (but not a credit card draft) tendered or authorized as payment on the Customer's account and returned for insufficient or uncollected funds. The Company, at its option, may refuse to accept a check, draft, or electronic debit tendered or authorized as payment on a Customer's account.