

AGGREKO LLC
TERMS AND CONDITIONS FOR PURCHASE OF FUEL (DIESEL, HVO, LPG AND/OR NATURAL GAS) AND
SERVICES 2026

1. INTERPRETATION

- 1.1. Definitions. In these Conditions, the following definitions apply:

Aggreko: Aggreko LLC

Aggreko Materials: has the meaning set out in clause 2.6.

Business Day: a day (other than a Saturday, Sunday or a federal holiday).

Commencement Date: has the meaning set out in clause 2.2.

Commercial Markings: means any trade names, marks, logos, branding or any other form of commercial identification whatsoever.

Conditions: the terms and conditions of purchase set out in this document and Schedule 1, and (unless the context otherwise requires) includes any further special terms and conditions as set out in the Order or as otherwise agreed in writing between Aggreko and the Supplier.

Contract: the contract between Aggreko and the Supplier for the supply of Goods and/or Services incorporating the Order, these Conditions and (if applicable) the Goods Specification and/or the Services Specification.

Control: means in respect of an entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another whether through the beneficial ownership of more than fifty per cent (50%) of the issued share capital, by agreement or otherwise and Controlled shall be construed accordingly.

Deliverables: all documents, products and materials (other than the Goods) developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Force Majeure Event: an event or circumstance which is beyond the reasonable control of the party affected by it (but excluding strikes, lockouts or labour disturbances of the affected party or its affiliates, or their subcontractors, other than as part of a nationwide general strike affecting all industries); lack of funds or materials, or increase in costs, shall not be considered to be a Force Majeure Event.

Goods: the goods, including the Fuel (or any part of them), including any Deliverables, to be supplied by the Supplier under the Contract as set out in the Order.

Fuel: fuel type, including gas, that Supplier agrees to supply to Aggreko as set out in an Order accepted by the Supplier.

Goods Specification: any description of or specification for the Goods, including any

related samples, plans and drawings, that is provided by Aggreko to the Supplier or vice).

HVO: if the Fuel subject to supply under the Contract is or includes hydrotreated vegetable oil, the hydrotreated vegetable oil the specification constituting the Goods.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: Aggreko's order for the supply of Goods and/or Services, as set out in Aggreko's purchase order form or in Aggreko's written acceptance of the Supplier's quotation, as the case may be.

ISCC: International Sustainability and Carbon Certification

Sanctions: means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time under applicable law in any jurisdiction.

Sanctioned Person: means, at any time: (a) any person listed in any Sanctions-related list maintained by a relevant authority under applicable law; (b) any person operating, organised or resident in a country, region or territory which is itself the subject or target of any Sanctions; or (c) any person Controlled by any such person or persons.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

Schedule 1: the – Special Conditions and Service Levels provisions attached to this document.

Service Specification: the description or specification for Services agreed in writing by Aggreko and the Supplier).

Software: any and all computer programs and computer software (of whatever type and in whatever form or media) installed on or supplied with the Goods and/or Deliverables at the time of its delivery and either necessary for its operation in the manner contemplated by Aggreko or otherwise referred to in the Contract.

Supplier: the person or firm from whom Aggreko purchases the Goods and/or Services and whose name appears in the Order.

Supplier HVO Feedstock Questionnaire: in relation to HVO (where HVO is being supplied under the Contract), the "Supplier Due Diligence Questionnaire – For the Supply of Hydrotreated Vegetable Oil (HVO) Fuels", issued by Aggreko to the Supplier and completed by the Supplier and submitted by it to Aggreko as part of the Supplier's onboarding process or Aggreko's information updating process, in connection with the Supplier's supply of Fuel to Aggreko.

1.2. **Contract Construction.** In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes e-mails but not fax.

2. **BASIS OF CONTRACT**

- 2.1. The Order constitutes an offer by Aggreko to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2. The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing written acceptance of the Order; or
 - (b) the Supplier taking steps to dispatch the Goods and/or perform the Services, at which point and on which date the Contract shall come into existence (**Commencement Date**) incorporating these Conditions.
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including any terms and conditions attached to or incorporated in the Supplier's quotation or written acceptance of the Order), or which are implied by trade, custom, practice or course of dealing.
- 2.4. Without prejudice to clause 2.3, in the event of any conflict between any terms contained in the Order and these Conditions, the terms contained in the Order will override the corresponding term in these Conditions.
- 2.5. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6. The Supplier shall ensure that it holds materials, equipment and tools, drawings, specifications and data supplied by Aggreko to

the Supplier (**Aggreko Materials**) in safe custody at its own risk, maintain Aggreko Materials in good condition until returned to Aggreko, and not dispose or use Aggreko Materials other than in accordance with Aggreko's written instructions or authorisation.

- 2.7. Aggreko shall have the right at any time to make changes in quantity, drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation, in each case by issuing a written directive indicating any change. The Supplier agrees to accept and proceed with any such changes. If any such change causes an increase or decrease in the cost, or the time required for performance, Aggreko shall make an equitable adjustment, and the relevant Contract shall be deemed to be modified accordingly.
- 2.8. The Supplier shall ensure that no change is made to the Goods Specification or design of the Goods or the components comprised therein; or to the Services Specification without the prior written consent of Aggreko.

3. **SUPPLY OF GOODS**

- 3.1. The Supplier warrants that the Goods shall:
 - (a) conform to, and perform in accordance with, the Goods Specification, correspond with their description and meet the requirements of, and perform in accordance with, any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose expressly or impliedly made known to the Supplier by Aggreko, the purpose for which Aggreko intends to use Goods, the purpose as held out by the Supplier and/or any other reasonable use, and in this respect Aggreko relies on the Supplier's skill and judgment;
 - (c) be new, of the highest quality, free from defects in title, design, material, manufacture and workmanship and shall remain so from delivery until the longer of:
 - (a) twenty-four (24) months after being placed in service by Aggreko; and
 - (b) thirty-six (36) months after Delivery; or
 - (c) any other period as expressly agreed in writing by the parties; and
 - (d) comply with all applicable laws and regulations, statutory and regulatory requirements and applicable technical and safety provisions, including those relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Goods, and will not cause any hazard to persons, property or the environment.
- 3.2. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 3.1 if:
 - (a) the defect arises due to Aggreko's failure to follow the Supplier's written instructions as to the assembly, transportation, maintenance, storage, installation, operation or repair of such Goods;
 - (b) the defect arises as a result of fair wear and tear;

- (c) the defect arises due to wilful damage, negligence, or abnormal working conditions except where caused or contributed by the Supplier its officers, employees, contractors or agents;
 - (d) Aggreko alters the Goods without the written consent of the Supplier except to the extent alteration is required for the use of the Goods; or
 - (e) the failure is due to a Force Majeure Event.
- 3.3. The warranty set out in this clause 3.3 relates to the Supplier HVO Feedstock Questionnaire and shall apply if the Fuel subject to supply under the Contract is or includes HVO:
- (a) The Supplier warrants and represents that all information, statements, and representations provided by the Supplier to Aggreko in the Supplier HVO Feedstock Questionnaire are true, accurate, complete, and not misleading at the date of submission.
 - (b) The Supplier warrants that the information it provided in the Supplier HVO Feedstock Questionnaire shall remain true, accurate, and complete throughout the Term, and that Supplier shall promptly notify Aggreko in writing of any material changes to the information provided in the Supplier HVO Feedstock Questionnaire or any circumstances that may affect the accuracy of such information.
 - (c) In particular, the Supplier warrants that the HVO supplied by the Supplier to Aggreko:
 - (i) is not derived from virgin palm oil
 - (ii) is not derived from palm oil sludge waste that is not authentic or genuine;
 - (iii) is sourced from feedstock traceable and verified in accordance with the diligence described in the Supplier HVO Feedstock Questionnaire; and
 - (iv) complies with all sustainability certifications declared in the Supplier HVO Feedstock Questionnaire, including but not limited to ISCC or equivalent certification.
- 3.4. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.5. Aggreko shall have the right to inspect and test the Goods at any time before delivery.
- 3.6. If following such inspection or testing Aggreko considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Aggreko shall inform the Supplier and the Supplier shall immediately take such remedial action, at its own cost, as is necessary to ensure compliance.
- 3.7. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the

Supplier's obligations under the Contract, and Aggreko shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if the Supplier requires Aggreko to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost and risk of the Supplier.
- 4.2. The Supplier shall deliver the Goods:
- (a) in accordance with the terms specified in the Order;
 - (b) on the date specified in the Order or, if no such date is specified, then within seven (7) days of the date of the Order;
 - (c) to the Aggreko's premises specified in the Order or such other location as is set out in the Order or as instructed by Aggreko before delivery (**Delivery Location**); and
 - (d) during Aggreko's normal hours of business on a Business Day, or as instructed by Aggreko.
- 4.3. Delivery of the Goods shall be completed at the Delivery Location. Any arrangement by which the Goods are collected by Aggreko shall be agreed by the parties in writing.
- 4.4. The Supplier shall not deliver the Goods in instalments without Aggreko's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Aggreko to the remedies set out in clause 6.1.
- 4.5. Risk in the Goods shall pass to Aggreko on completion of delivery. Title in the Goods shall pass to Aggreko on the earlier of (a) completion of delivery and (b) payment or part payment for the Goods.
- 4.6. Time of delivery of the Goods shall be of the essence of the Contract.
- 4.7. The Supplier shall make a full range of spare parts and any special tools and software available to Aggreko for a period of ten (10) years from delivery of the Goods to which they relate, at standard list price.
- #### **5. SUPPLY OF SERVICES**
- 5.1. The Supplier shall from the Contract Commencement Date or any later date set out in the Order (as applicable) and for the duration

- of the Contract provide the Services to Aggreko in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Aggreko. Time of performance of the Services shall be of the essence of the Contract.
 - 5.3. In providing the Services, the Supplier warrants that it shall:
 - (a) co-operate with Aggreko in all matters relating to the Services, and comply with all instructions of Aggreko;
 - (b) perform the Services in a competent manner, with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and the exercise of the degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a qualified, competent, skilled and experienced supplier engaged in the activities of a similar nature, scope, value and complexity, and in conformity with any requirements of applicable laws and regulations;
 - (c) maintain appropriate levels of staffing, standards of equipment and premises that would reasonably be expected or are required in order to supply the Services on the basis set out in the Contract;
 - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, will not cause any hazard to persons, property or the environment, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Aggreko;
 - (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (g) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Aggreko, will be free from defects in workmanship, installation and design and shall remain so from delivery or completion of the Services until the longer of: (a) twenty-four (24) months after being placed in service by Aggreko; (b) thirty-six (36) months after delivery; or (c) any other period as agreed in writing by the parties;
 - (h) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - (i) if instructed by Aggreko, replace any of its employees or personnel to whom Aggreko reasonably objects;
 - (j) promptly report to Aggreko any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
 - (k) observe all health and safety rules and regulations and any other security requirements that apply at any of Aggreko's premises and any other premises where the Services are to be performed;
 - (l) ensure that all of the Supplier's personnel on Aggreko's premises are properly identifiable using the Supplier's name tags;
 - (m) provide, maintain and inspect suitable personal protective equipment for all their employees and/or sub-contractors and to enforce its proper use at all times. This includes but is not limited to safety shoes, overalls, helmets and safety glasses;
 - (n) not do or omit to do anything which may cause Aggreko to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Aggreko may rely or act on the Services; and
 - (o) not do or omit to do anything which may result in damage to the reputation of Aggreko or its business.
- 6. AGGREKO REMEDIES**
- 6.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Aggreko shall, without limiting its other rights or remedies, have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by Aggreko in obtaining substitute goods and/or services from a third party;
 - (d) where Aggreko has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
 - (e) to claim damages for any additional costs, loss or expenses incurred by Aggreko which are in any way attributable to the Supplier's failure to meet such dates; and
 - (f) to claim or deduct three (3%) per cent of the price of the delayed Goods and/or Services for each week's (or part thereof) delay in delivery and/or performance by way of liquidated damages, up to a maximum of fifteen (15%) per cent of the total price of the delayed Goods and/or Services.
 - 6.2. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 and/or has performed Services that do not comply with the undertakings set out in clause 5.3, then, without limiting its other rights or

remedies, Aggreko shall have one or more of the following rights, whether or not it has accepted the Goods and/or Services (as applicable):

(a) to require the Supplier to:

- (i) repair or replace those Goods at the Supplier's cost within such period as Aggreko may in its sole discretion (acting reasonably) specify (or if no such period is specified, within a reasonable period (which shall not exceed four (4) weeks from the date of the notification)) (and the provisions of the Contract apply to such repaired or replaced Goods); and
- (ii) re-perform those Services at the Supplier's cost within such period as Aggreko may in its sole discretion (acting reasonably) specify (or if no such period is specified, within a reasonable period (which shall not exceed four (4) weeks from the date of the notification)) (and the provisions of the Contract apply to such re-performed Services);

(b) if the Supplier fails to comply with its obligations to repair or replace any Goods and/or re-perform any Services under paragraph (a), within the period specified by Aggreko or otherwise within such reasonable time of being notified by Aggreko of the fault, Aggreko has the right:

- (i) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (ii) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (iii) to provide a full refund of the price of the defective Goods or Services (if paid);
- (iv) to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
- (v) to instruct the repair or replacement of the Goods and charge the Supplier for the reasonable costs incurred by Aggreko, in doing so
- (vi) to recover from the Supplier any expenditure incurred by Aggreko in obtaining substitute goods and/or services from a third party; and
- (vii) to claim damages for any additional costs, loss or expenses incurred by Aggreko arising from the Supplier's failure to supply Goods in accordance with clause 3.1 and/or perform Services in accordance with clause 5.3.

6.3. Aggreko shall notify the Supplier of defective Goods or Services. The Supplier shall present Aggreko with a plan of action for repair or replacement of the Goods or reperformance of the Services or within two (2) Business Days of receipt of the notification. Repair or replacement of the Goods or reperformance of

the Services shall be carried out by the Supplier as soon as reasonably practicable following the notification and, in any event, no later than the end of any period specified in clause 6.1(a). Repair shall be carried out at the place where the defective Goods are located unless the Supplier deems it necessary that the defective Goods (or defective part(s) thereof) are returned to an address defined by the Supplier for repair. The Supplier is responsible (at its own cost) for the removal and replacement of the Goods and for the transport of the Goods to and from the place of repair, together with all travel expenses, removal and reinstallation costs, labour charges, freight charges and duties and other taxes and costs relating to the repair or replacement of Goods or reperformance of the Services. The Supplier shall provide (at its own cost) all equipment, tools and vehicles and such other items as are required to repair or replace the defective Goods or reperform of the Services.

6.4. The cost of repairing or replacing direct damage within Goods, or to another product in which the Goods are incorporated, caused by the failure of a warranted component or spare or the Services shall be the responsibility of the Supplier (including the replacement cost of any wasted consumables).

6.5. These Conditions shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier and any repaired or replaced Goods or reformed Services shall carry the remaining portion of the warranty period in clause 3.1 (or if longer, twelve (12) months from the date of repair or replacement).

6.6. Aggreko's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7. AGGREKO'S OBLIGATIONS

Aggreko shall (a) provide the Supplier with reasonable access at reasonable times to Aggreko's premises for the purpose of providing the Services; and (b) provide such information as the Supplier may reasonably request for the provision of the Goods and/or Services and Aggreko considers reasonably necessary for the purpose of providing the Goods and/or Services.

8. CHARGES AND PAYMENT

8.1. The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Contract Commencement Date; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Aggreko. No extra charges shall be effective unless agreed in writing and signed by Aggreko.

8.2. The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise

- agreed in writing by Aggreko, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of Goods, the Supplier shall invoice Aggreko on or at any time after completion of delivery. In respect of Services, unless otherwise agreed in writing by Aggreko, the Supplier shall invoice Aggreko on completion of the Services. Each invoice shall include such supporting information required by Aggreko to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
 - 8.4. In consideration of the supply of Goods and/or Services by the Supplier, Aggreko shall pay the invoiced amounts within 60 days of the end of the calendar month in which a correctly rendered invoice is received to a bank account nominated in writing by the Supplier.
 - 8.5. All amounts payable by Aggreko under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Aggreko, Aggreko shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
 - 8.6. If Aggreko fails to pay any undisputed amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two (2%) per cent per annum above the base rate for the time being of HSBC Bank plc (capped at four (4%) per cent per annum) accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that Aggreko disputes in good faith.
 - 8.7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Aggreko to inspect such records at all reasonable times on request.
 - 8.8. Aggreko may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier under the Contract against any amount payable by Aggreko to the Supplier whether under the Contract or otherwise.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1. In respect of the Goods and any goods that are transferred to Aggreko as part of the Services under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Aggreko, it will have full and unrestricted rights to sell and transfer all such items to Aggreko.
 - 9.2. All Intellectual Property Rights belonging to a party prior to the start of the Contract shall remain vested in that party.
 - 9.3. To the extent that any Software is created or developed specifically for Aggreko under or in connection with a Contract (Bespoke Software), the Supplier assigns or shall procure an assignment to Aggreko of the Intellectual Property Rights in the Bespoke Software.
 - 9.4. Other than in relation to Bespoke Software, the Supplier warrants that it has and will continue to have the right to license the Software to Aggreko and it hereby grants to Aggreko, without further charge, a perpetual and irrevocable right to use and maintain the Software on or in connection with the Goods and/or Deliverables (and any back-up or related equipment) and to make copies as are necessary to use and maintain the Software and for back-up and ancillary purposes.
 - 9.5. The Supplier warrants that the provision of the Goods and/or Services and the use of the Goods and/or Services by Aggreko shall not infringe the Intellectual Property Rights of any third party. The Supplier shall indemnify and hold harmless for all loss suffered by Aggreko for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the Contract.
 - 9.6. In addition to the indemnity in clause 9.5, in the event of infringement of the Intellectual Property Rights of a third party, Aggreko has the option to: (a) terminate the Contract; or (b) continue the Contract provided that the Supplier shall (i) make available a substitute non-infringing Goods and/or Services satisfactory to Aggreko, (ii) change the Goods and/or Services (with materially the same quality and functionality as the Good and/or Services) or obtain at its own expense a licence to permit the use of the Goods and/or Services by Aggreko and its affiliates.
 - 9.7. The Supplier shall, promptly at Aggreko's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Aggreko may from time to time require for the purpose of securing for Aggreko the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned and licensed to Aggreko in accordance with this clause 9.
 - 9.8. All Aggreko Materials are the exclusive property of Aggreko.
 - 9.9. The Supplier shall not in any way reproduce or use (whether or not in connection with the supply of the Goods and/or Services) Aggreko's Intellectual Property Rights or Commercial Markings in any advertising, promotion, marketing or public communication or announcement without the prior written consent of Aggreko.
- 10. LIABILITY AND INDEMNITY**
- 10.1. Subject to clauses 10.4 (unlimited matters) and 10.5 (insured matters):

- (a) the total liability of the Supplier arising out of the Contract (whether by statute, in tort, for breach of contract, indemnity or otherwise) is limited to an amount equal to one hundred and fifty (150%) per cent of the amounts payable in aggregate under the Contract and all other contracts or orders placed by Aggreko on the Supplier in the twelve (12) months preceding the date on which the relevant liability arose;
 - (b) (without prejudice to Aggreko's obligation to pay the price) the total liability of Aggreko arising out of the Contract (whether by statute, in tort, for breach of contract, indemnity or otherwise) is limited to an amount equal to one hundred (100%) per cent of the amounts payable under the Contract; and
 - (c) neither party is liable to the other for any (i) indirect or consequential loss or (ii) speculative, punitive, exemplary or special damages, whether by statute, in tort, for breach of contract, indemnity or otherwise, arising in any way out of the Contract or any breach of the Contract.
- 10.2. The Supplier shall indemnify and hold harmless Aggreko for all loss suffered by Aggreko and its affiliates for:
- (a) any breach, negligent performance, failure or delay in the performance of the Supplier's obligations by the Supplier, its officers, employees, contractors or agents arising out of, or in connection with the Contract (except where to the extent that the loss is caused or contributed to by any default or negligence of Aggreko, its officers, employees, contractors or agents (excluding the Supplier or its subcontractors)); and
 - (b) any breach by the Supplier of its obligations under clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive) or of any applicable law or regulation.
- 10.3. Each party shall indemnify and hold harmless for all loss suffered by the other party, or claims made by a third party against the other party, for death, personal injury or damage to property attributable to the acts or omissions of the first party, its officers, employees, contractors or agents arising out of, or in connection with the Contract (except to the extent that the loss is caused or contributed to by any default or negligence of the other party, its officers, employees, contractors (other than the Supplier, where Aggreko is the other party) or agents).
- 10.4. Notwithstanding any other provision in the Contract:
- (a) the Supplier's liability is not limited or excluded for a claim under any of clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive) or for breach of any applicable law or regulation;
 - (b) the Supplier's liability is not limited or excluded for a claim under clause 6.2(a) (repair / replace obligations) but clause 10.1 will apply to a claim under clause 6.2(b) (rejection and other rights); and
 - (c) neither party's liability is limited or excluded for a claim in respect of or arising from: (i) fraud, fraudulent misrepresentation, gross negligence or wilful misconduct; or (ii) any matter in respect of which it would be unlawful for the such party to limit or exclude liability (including but not limited to liability for death or injury caused by that party's negligence or that of its officers, employees, contractors or agents).
- 10.5. Notwithstanding clause 10.1 but subject to clause 10.4, where any liability of the Supplier to Aggreko relates to a matter covered by the insurance listed in clause 10.7, such liability is limited to the levels stated therein if higher.
- 10.6. Either party is excused from performance and not considered to be in default of any obligation hereunder (except the obligation to make payments), if failure of such performance is due to a Force Majeure Event.
- 10.7. The Supplier shall maintain the following insurance policies (in addition to those required under any applicable laws) with reputable insurance companies:
- (a) general liability insurance for not less than \$2,000,000 per occurrence;
 - (b) automobile liability insurance for not less than \$2,000,000 per occurrence; and
 - (c) employer's liability insurance for not less than \$1,000,000 per occurrence.
- 10.8. The Supplier shall:
- (a) not breach, or allow any breach of, the insurance policies referred to in clause 10.7; and
 - (b) provide Aggreko with copies of all such insurance policies and renewals upon request.
- and if the Supplier fails to take out and maintain such insurance policies, Aggreko may do so and the Supplier shall reimburse Aggreko for all costs and expenses incurred.
- 10.9. This clause 10 shall survive termination of the Contract.
- 11. CONFIDENTIALITY**
- A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents, subcontractors or professional advisers, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which

bind the Receiving Party. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1. Without limiting its other rights or remedies, Aggreko may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach;
- (b) an event occurs, or proceeding is taken, in any jurisdiction to which the Supplier is subject that has an effect equivalent or similar to the following events: an order is made or a resolution is passed for the winding up of the Supplier, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or such an administrator is appointed, or a receiver or manager or administrative receiver is appointed in respect of all or any of the Supplier's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order, or the Supplier takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the Supplier with its creditors or an application to a court for protection from its creditors is made by the Supplier; or
- (c) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

12.2. Without limiting its other rights or remedies, Aggreko may terminate the Contract:

- (a) in respect of the supply of Services, by giving the Supplier 4 weeks' written notice; and
- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case Aggreko shall pay the Supplier for reasonable costs incurred, and substantiated, arising directly from such termination in respect of the Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

12.3. In any of the circumstances in these Conditions in which Aggreko may terminate the Contract, where both Goods and Services are supplied, Aggreko may instead terminate part of the Contract in respect of the Goods, or in respect

of the Services, and the Contract shall continue in respect of the remaining supply.

13. CONSEQUENCES OF TERMINATION

On termination of the Contract or any part of it for any reason:

- (a) where the Services are terminated, the Supplier shall immediately deliver to Aggreko all Deliverables, whether or not then complete, and return all Aggreko Materials. If the Supplier fails to do so, then Aggreko may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. GENERAL

14.1. Force majeure:

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by a Force Majeure Event. If a Force Majeure Event prevents the Supplier from supplying the Goods and/or Services for more than fourteen (14) days, Aggreko shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier and without any further liability to the Supplier.

14.2. Compliance, anti-slavery and anti-corruption:

- (a) The Supplier acknowledges and confirms that it has read and understood Aggreko's (i) Supplier Code of Conduct, (ii) Environmental, Health & Safety Policy and (iii) Supplier Quality Assurance Manual (available at <https://www.aggreko.com/en-gb/suppliers>) as Aggreko may update from time to time (Aggreko's Policies). The Supplier warrants, undertakes and represents that it shall, and procure that its employees, contractors and subcontractors shall, comply with Aggreko's Policies, and that it Supplier shall have codes and policies in place which are the same or equivalent to Aggreko's Policies and provide such codes and/or policies at Aggreko's request. Aggreko may upon reasonable notice enter upon the Supplier's premises and, subject to its contractors' or subcontractors' prior approval, any contractors' or subcontractors' premises, to monitor compliance of Aggreko's Policies or equivalent codes and/or policies. In addition, the Supplier will maintain and operate a quality assurance policy and will

be certified to ISO9001, ISO45001, ISO14001 for the duration of the Contract. If the Supplier is not certified to these standards, the Supplier will use all reasonable endeavours to progress and obtain certification to these standards or equivalent.

- (b) The Supplier shall comply, and procure that any person associated with the Supplier who is supplying Goods and/or Services in connection with the Contract (including but not limited to employees and contractors) (an Associated Person) shall comply, with all applicable laws and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 (Anti-Bribery Laws). The Supplier shall have its own anti-bribery policy and procedure (and provide such policy and/or procedure at Aggreko's request) and shall enforce them where appropriate to prevent any Associated Person, from breaching any Anti-Bribery Laws, and shall promptly report to Aggreko any suspected or actual breach of any Anti-Bribery Laws or of the Supplier's own anti-bribery policy and/or procedure.
- (c) The Supplier represents and warrants to Aggreko that (i) it has implemented and maintained at all times since 30 September 2017 (and will continue to implement and maintain) a prevention of the criminal facilitation of tax evasion policy (the Prevention of Tax Evasion Policy) which together with any procedures which have been implemented to ensure compliance with the Prevention of Tax Evasion Policy (the Tax Evasion Prevention Procedures), constitute reasonable prevention procedures as required for the purposes of the defence set out in section 45(2) and section 46(3) of the Criminal Finances Act 2017, and (ii) no employee, agent, or other person performing services for or on behalf of the Supplier has at any time prior to entering into the Contract committed any United Kingdom tax evasion facilitation offence within the meaning of section 45(5) of the Criminal Finances Act 2017 or any foreign tax evasion facilitation offence within the meaning of section 46(6) of the Criminal Finances Act 2017 and, so far as the Supplier is aware, all employees, agents or other persons performing services on or behalf of the Supplier have complied in all material respects with the Prevention of Tax Evasion Policy and the Tax Evasion Prevention Procedures (and the Supplier will procure such persons' future compliance with the Prevention of Tax Evasion Policy and the Tax Evasion Prevention Procedures).
- (d) The Supplier represents and warrants to Aggreko that (i) it has implemented and maintained at all times since the coming into force of section 199 of the Economic Crime

and Corporate Transparency Act 2023 (and will continue to implement and maintain) a prevention of fraud offences policy (the Prevention of Fraud Offences Policy), which together with any procedures which have been implemented to ensure compliance with the Prevention of Fraud Offences Policy (the Fraud Prevention Procedures), constitute reasonable prevention procedures as required for the purposes of the defence set out in section 199(4) of the Economic Crime and Corporate Transparency Act 2023 and (ii) no employee, agent, or other person performing services for or on behalf of the Supplier has, at any time prior to entering into this Agreement, committed any fraud offence within the meaning of section 199(1) of the Economic Crime and Corporate Transparency Act 2023 and, so far as the Supplier is aware, all employees, agents or other persons performing services on or behalf of the Supplier have complied in all material respects with the Prevention of Fraud Offences Policy and the Fraud Prevention Procedures (and the Supplier will procure such persons' future compliance with the Prevention of Fraud Offences Policy and the Fraud Prevention Procedures).

- (e) The Supplier represents and warrants to Aggreko that (i) it conducts (and will conduct) its business in a manner that is consistent with the Modern Slavery Act 2015 and (ii) neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving slavery and human trafficking and, having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (f) Aggreko is fully committed to achieving Net Zero emissions by 2045 consistent with the Government's commitment under the Climate Change Act 2008. Aggreko is actively decarbonising its business and has reaffirmed its Net Zero focus by committing to set company-wide emission reductions in line with the Science-Based Targets Initiative (SBTI). Aggreko places great importance on environmental welfare and is certified to ISO 14001:2015. Aggreko aims to align its environmental practices with its supply chain. Therefore, as a minimum, Aggreko expects that the Supplier will (i) maintain and operate an environmental policy certified to ISO 14001 standard. If the Supplier is not certified to the standard, the Supplier will use all reasonable endeavours to progress and obtain certification to that standard or equivalent, (ii) support Aggreko

to meet its energy and carbon reduction targets by improving the energy efficiency of its operations and by offering optimised low-carbon products and services and (iii) support Aggreko to meet its zero waste to landfill target and offer products made from re-used and recycled materials or virgin materials certified in accordance with responsible sourcing best practices.

- (g) The Supplier shall respect the environment when designing, manufacturing, using and disposing of their products and when supplying Goods and Services and minimise any negative impact on the environment in compliance with relevant national and international standards relating to environmental and public health legislation, and shall do everything necessary to prevent any pollution or contamination of the air, land, drainage, sewage systems, or water courses in providing the Goods and Services.

14.3. Sanctions:

The Supplier represents, warrants and undertakes to Aggreko that (a) none of the Supplier, the Supplier's personnel, the Supplier's Affiliates and all persons providing Goods and/or performing Services in connection with the Contract in any jurisdiction (each a Relevant Party) is a Sanctioned Person nor in violation of any Sanctions, (b) the Goods and Services (including all parts and components) shall not be sourced or produced in whole or in part directly or indirectly from a Sanctioned Country or a Sanctioned Person, (c) the supply or provision of the Goods and Services (including all parts and components) under the Contract shall not directly or indirectly benefit any Sanctioned Person, (d) it shall itself, and shall ensure that all Relevant Parties shall, comply with all applicable laws and regulations relating to Sanctions and (e) it shall notify Aggreko immediately in writing if any of the statements in (a) to (d) (inclusive) are or become incorrect in respect of any Relevant Party in any jurisdiction at any time or if it becomes aware of any breach in relation to them.

14.4. Data Protection:

- (a) In the performance of the Contract, each party will process personal data (being information related to an identified or identifiable natural person) relating to the other party's representatives (Representatives Personal Data) as an independent controller for the purposes of (i) managing and governing the relationship of the parties under the Contract, (ii) accounting, bookkeeping and billing, and (iii) dispute resolution.
- (b) Each party shall comply with the applicable requirements of the General Data Protection Regulation (2016/679) and any applicable national laws governing the processing of personal data, in relation to its

processing of Representatives Personal Data under the Contract.

14.5. Subcontractors:

- (a) The Supplier may subcontract the provision of the Goods and/or Services to be supplied under the Contract subject to Aggreko's prior approval. The Supplier shall remain liable to Aggreko under the Contract for any act, omission or negligence of any subcontractor. Notwithstanding the appointment of a subcontractor, the Supplier shall not be relieved of any of its obligations for the performance of any part of the Goods and/or Services. If Aggreko so reasonably requires, the Supplier shall cease using a particular sub-contractor(s) to deliver the Goods and/or Services. In such event, the Supplier shall consult with Aggreko with a view to replacing the sub-contractor with a new subcontractor acceptable to Aggreko.
- (b) The Supplier shall ensure that any person associated with or a subcontractor to the Supplier who is performing and/or providing Goods and/or Services (or any goods or services incorporated into the Goods and/or Services) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive) together with obligations to comply with all applicable laws and regulations in the country where the Goods and/or Services are being produced or provided (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Aggreko for any breach by such persons of any of the Relevant Terms.

14.6. Breach and Audit:

- (a) Any breach of clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive) shall be a material breach of the Contract.
- (b) Aggreko shall have the right on reasonable notice to audit the Supplier's compliance with clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive). The Supplier shall provide to Aggreko promptly upon request (i) report on the Supplier's compliance with (and any breaches of) clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive) and (ii) all information necessary to enable Aggreko to satisfy itself that the Supplier has complied with clauses 3.1(d), 5.3(h), 9, 11 or 14.2 to 14.5 (inclusive).

14.7. Assignment and subcontracting:

- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Aggreko.
- (b) Aggreko may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the

Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.8. Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed,.
- (c) This clause 14.8 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail.

14.9. Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.10. Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.11. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.12. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.13. Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Aggreko.

14.14. Governing law and jurisdiction: The validity, interpretation and performance of the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 - SPECIAL CONDITIONS AND SERVICE LEVELS

SECTION A: DEFINITIONS

1. In this Schedule 1 (*Special Conditions*), the following terms have the following meanings:
EPA: the government's environmental protection agency, by whatever name or acronym called, with regulatory jurisdiction or responsibility over the location in which the Spillage occurred.
Fuel Equipment: any tanks, flanges, delivery points, storage vessels, hoses, meters or other fuel-handling infrastructure owned or operated by Aggreko or its customers or leased to Aggreko by the Supplier, and used in connection with the delivery, storage or transfer of Fuel.
POD: proof of delivery document in a form approved by Aggreko, evidencing delivery of the Fuel and including (at a minimum) the date and time of delivery, delivery location, site contact, equipment or tanks refuelled, quantity delivered, and any relevant delivery notes or exceptions.
Rental Fuel Equipment: in relation to the supply of natural gas, any Fuel Equipment rented or leased by the Supplier to Aggreko under an Order as part of, or incidental to, the delivery of such natural gas.

SECTION B: DELIVERY, TITLE AND RISK

2. Delivery of the Fuel shall take place at the Delivery Location at the point and time at which the Fuel passes through the flange either on Aggreko's tanks and/or equipment or on any other applicable delivery system belonging to Aggreko or its customers at the Delivery Location.
3. As set out in Section C (Fuel Spillage, Environmental Protection and Remediation)(paragraphs 19 to 23 below) of these Special Conditions, the Supplier shall be responsible for any Spillage and the remediation thereof on or prior to the time of delivery and shall indemnify and hold harmless Aggreko in respect of any liability, damage, loss, costs or expenses suffered by Aggreko (and including any liability to its own customer) in respect of the same, save to the extent that such Spillage is caused by the negligence of Aggreko.
4. Risk of loss, leakage or contamination of, or damage to, or caused by, the Fuel shall only pass from the Supplier to Aggreko after delivery of the Fuel. The Supplier shall be wholly responsible for any such loss, leakage, contamination or damage on or before delivery save to the extent that such loss, leakage, contamination or damage is caused by the negligence of Aggreko.

5. Title to the Fuel shall pass from the Supplier to Aggreko on the earlier of (a) the time at which Aggreko pays the Supplier for the Fuel and (b) delivery of the Fuel.
6. Deliveries must be made on the date specified in paragraph 8, in the volumes specified in the relevant Order. Any changes to specified delivery dates which are proposed by the Supplier must be discussed with Aggreko's Fuel Team in advance and only changes agreed by Aggreko in writing may be implemented by the Supplier.
7. Orders may be recalled by Aggreko and amended or re-issued at any time prior to delivery of the Fuel specified in the relevant Order, provided that any increase in the volume of Fuel for delivery under an Order shall be subject to the relevant vehicle having sufficient Fuel on board. The Supplier shall comply with all such change requests, which may be made by telephone or email. Telephone requests shall be confirmed as soon as possible by email. The Supplier shall be responsible for notifying its driver of any such change.
8. Orders received by the Supplier not later than 4pm shall be delivered the next Business Day unless otherwise specified in the accepted Order or agreed in writing by Aggreko and the Supplier
9. Aggreko shall be immediately notified of any site issues, breakdowns, delays or other issues which may impact upon the Supplier's ability to make delivery of Fuel in accordance with the Contract, such notification to be made either by telephone or by email to nrcfuel@aggreko.biz (or such other address as Aggreko shall notify the Supplier in writing); any such notification given out of hours shall be made by both telephone and email. The Supplier shall ensure that all of its drivers have a mobile phone or other means of communication to enable them to immediately report such issues to the Supplier. Save as set out in Schedule 1 Aggreko shall not be entitled to any additional payment or charge in consequence of any such aforementioned issues, howsoever occurring.
10. PODs shall be provided by the Supplier for all deliveries of Fuel and Aggreko shall sign these. If a representative of Aggreko or its customer is not available to do so the Supplier's drivers shall send an email nrcfuel@aggreko.biz (or such other address as Aggreko shall notify the Supplier in writing) detailing volumes of Fuel delivered, delivery times and locations, any relevant waiting times noting that Aggreko or its customer was not available to sign for such delivery.

Unless otherwise specified by Aggreko, the Supplier shall ensure that (i) all PODs are uploaded to the Supplier's POD portal within 48 hours of delivery of the Fuel failing which Aggreko may request the POD as a PDF which shall be returned to Aggreko to the email addressed referred to in paragraph 8 within 48 hours, (ii) that all original PODs are retained by the Supplier for not less than 2 years, and (iii) all original PODs are available for inspection by Aggreko on reasonable notice (but in any event within 24 hours of such request being made and including after termination of this Agreement for whatever reason).

11. The Supplier shall comply with all applicable laws, regulatory requirements and site regulations both while transporting Fuel and when making deliveries to Aggreko's (and its customers') Fuel Equipment (whether or not such regulations are those of Aggreko or those of its customers).
12. The Supplier shall ensure that all vehicles used by the Supplier to make deliveries of Fuel shall be operated and maintained in accordance with best industry practices and shall be clean, dry and free of contaminants.
13. The Supplier shall be responsible for the safe loading and unloading of Fuel. The Supplier warrants to Aggreko that: -
 - 13.1. the Services are performed in such manner to avoid accidents which could have reasonably been anticipated and shall do everything necessary to prevent any pollution or contamination of the air, land, drainage, sewage systems, or water courses in performing the Services;
 - 13.2. all deliveries of Fuel will be carried out in a competent manner and with all due skill and care and in accordance with best industry practice. In addition, (but without prejudice to the foregoing and the Supplier's obligations in Condition 5.3 of the Conditions of Purchase) the Supplier shall comply with Aggreko's global environmental, health and safety policy statement (available at www.aggreko.com) and best operating practice (BOP33) and the Supplier shall promptly notify Aggreko should it believe that BOP33 is incorrect or deficient in any way; and
 - 13.3. any connecting hose from the Supplier's vehicle to Aggreko's (or its customer's) delivery point will be in good condition, fit for its purpose, and shall be properly and securely fitted to the delivery point for the safe and proper delivery of the Fuel.
14. The Supplier shall ensure that all meters and other measuring equipment used by it to measure the amount of Fuel delivered to Aggreko ("**Meters**") are correctly calibrated and maintained, and comply

with all statutory requirements, in order to give complete and accurate measurement of the amount of Fuel delivered to Aggreko. Aggreko shall have the right to audit that the Meters have been correctly certified, maintained and calibrated at any time upon request and the Supplier shall give such access to its records, sites and vehicles as Aggreko reasonably requires for the purposes of such audit. The Supplier shall be liable for any discrepancies between the actual quantity of Fuel delivered to Aggreko, as shown as a result of such audit, and the reported quantity of Fuel delivered to Aggreko.

Service Levels

15. The Supplier will be liable for all refund or credit costs incurred by Aggreko and which are associated with any breach of contract or failure of Aggreko's or its customers' Fuel Equipment due to any failure by the Supplier to comply timeously with the delivery times, Fuel quantities or Fuel quality specified in orders which the supplier has accepted or which the supplier is deemed to have accepted.
16. The charges pursuant to paragraph 15 above shall also apply when the Supplier subcontracts a delivery to another supplier. The Supplier will be fully responsible for its subcontractors and no subcontracting by the Supplier shall relieve the Supplier from its obligations under this Agreement. For the avoidance of doubt any subcontracting is subject to the provisions of Condition 14.5 (subcontractors) of the Conditions of Purchase.

Training

17. All of the Supplier's tanker drivers shall spend one day at an Aggreko location to be agreed, in order to receive training from Aggreko on its Fuel Equipment. This will be an annual requirement, with interim refresher courses as required by Aggreko. No charge will be made by either the supplier or Aggreko for such training.

SECTION C: FUEL SPILLAGE, ENVIRONMENTAL PROTECTION AND REMEDIATION

18. Responsibility for Spillage

- 18.1. The Supplier shall be fully and exclusively responsible for any and all spillage, leakage, discharge, escape, overflow or release of Fuel ("**Spillage**") occurring at any time during the performance of the Contract, including but not limited to:
 - (a) the transit, transport or movement of Fuel by road, pipeline or any other means;
 - (b) all delivery, offloading, fuel drop and captive site fuelling operations;

- (c) any on-site handling, dispensing, bulk transfer or storage at Aggreko's premises; and
 - (d) any failure, malfunction or defect of the Supplier's Fuel Equipment, vehicles, hoses, valves, pumps, tanks or delivery systems.
- 18.2. Acts and Omissions
Responsibility under this paragraph 19 extends to Spillage caused by the acts, omissions, negligence, wilful misconduct, default, operational failure or Fuel Equipment defects of the Supplier, its employees, contractors, subcontractors, agents, or representatives.
- 19. Immediate Response, Containment and Notification**
- 19.1. Immediate Actions
Upon the first indication —actual or suspected— of Spillage, the Supplier shall immediately:
- (a) stop the flow or release of Fuel using safe and industry appropriate methods;
 - (b) contain and control the Spillage to prevent migration, contamination or further environmental harm;
 - (c) secure the affected area, establishing appropriate exclusion zones;
 - (d) implement emergency response procedures; and
 - (e) suspend fuel delivery operations until Aggreko confirms that it is safe to resume.
- 19.2. Notification to Aggreko
The Supplier shall notify Aggreko without delay and provide, at minimum:
- (a) time, date and precise location of the Spillage;
 - (b) type and estimated quantity of Fuel spilled;
 - (c) known or suspected cause of the incident;
 - (d) immediate response measures undertaken; and
 - (e) any actual or potential risks to personnel, property or the environment.
- 19.3. Regulatory Notification.**
The Supplier shall make all notifications required by applicable national, federal, state, local or environmental regulatory authorities, including but not limited to EPA-mandated reporting, within the statutory timelines. Proof of such notifications shall be provided to Aggreko on request.
- 20. Cleanup, Remediation and Restoration**
- 20.1. Supplier's Cleanup Obligations.
The Supplier shall, at its own cost and without delay, undertake and complete all cleanup, containment, remediation, disposal and site restoration works arising from the Spillage. This includes:
- (a) deployment of trained spill response personnel and specialist equipment;
 - (b) removal and lawful disposal of contaminated soil, materials, absorbents, and waste;
 - (c) remediation to restore the affected area to its pre incident condition or to the standard required under applicable environmental law, whichever imposes the higher obligation; and

- (d) provision of ongoing environmental monitoring where required.
- 20.2. Regulatory and Industry Standards.
All cleanup works shall comply with:
- (a) EPA requirements and any applicable law and environmental regulations;
 - (b) Aggreko's site-specific environmental requirements and safety policies; and
 - (c) recognised industry standards and best practices for spill response, hazard management and environmental protection.
- 21. Documentation and Reporting**
- 21.1. Supplier's Cleanup Obligations. *Reports and Evidence.*
Within four (4) days of the Supplier issuing Aggreko the immediate notification required under paragraph 20.2, the Supplier shall provide Aggreko with a written incident report including:
- (a) a factual description of the incident;
 - (b) the cause (or suspected cause);
 - (c) response and containment measures taken;
 - (d) environmental monitoring results (if applicable); and
 - (e) recommended preventative measures.
- 21.2. Cleanup Documentation**
The Supplier shall promptly following its performance of the clean-up obligations under paragraph 21.1, provide Aggreko with:
- (a) waste transfer and disposal certificates;
 - (b) remediation reports;
 - (c) photographic records (pre and post cleanup); and
 - (d) any regulatory correspondence or enforcement notices.
- 21.3. Aggreko Oversight.**
Aggreko may inspect all cleanup operations and may require further remediation where cleanup is deemed insufficient, acting reasonably.
- 22. Supplier's Financial Responsibility.**
- 22.1. Supplier's Cleanup Obligations. *Reports and Evidence.*
The Supplier shall be liable for and shall bear all costs arising from any Spillage, including but not limited
- (a) containment, cleanup, remediation and restoration costs;
 - (b) costs incurred by Aggreko due to operational interruption, delay or disruption;
 - (c) regulatory fines, penalties, enforcement actions or sanctions;
 - (d) compensation for property damage, environmental harm or personal injury; and
 - (e) all third-party claims arising from the Spillage.
- 22.2. Aggreko's Right to Step In.
If the Supplier fails to take immediate and effective action, Aggreko may initiate or procure cleanup or remediation directly. All costs incurred shall be recoverable from the Supplier as a debt due and payable upon demand.
- 22.3. Back-Charges
Aggreko may back charge the Supplier for any expenses incurred due to the Supplier's failure to

comply with this paragraph, including administrative, investigatory and environmental management costs.

SECTION D: WARRANTY, INDEMNITY AND INSURANCE

23. Compliance with Environmental Laws and Permits

23.1. Legal Compliance

The Supplier shall comply with all federal, state, local, and environmental laws, regulations, permits and standards governing:

- (a) handling, transport, storage and delivery of Fuel;
- (b) spill prevention, containment and control;
- (c) disposal of hazardous and contaminated materials; and
- (d) environmental remediation and reporting obligations.

23.2. Training and Competency.

The Supplier shall ensure that all personnel involved in Fuel delivery and handling are appropriately trained, certified and competent to perform spill-sensitive tasks.

23.3. Environmental Warranty

The Supplier warrants that no release of Fuel or hazardous substances shall occur in violation of applicable environmental laws.

24. Indemnification

24.1. Supplier Indemnity

Without limiting any other provision of the Contract, the Supplier shall indemnify, defend and hold harmless Aggreko, its affiliates, employees and agents from any and all claims, liabilities, losses, environmental harm, cleanup costs, restoration costs, penalties, damages or expenses arising from or connected with any Spillage.

24.2. Survival

This indemnity shall survive termination or expiry of the Contract.

25. Insurance

25.1. Required Coverage

In addition to the insurance required under clause 10 of the Conditions, the Supplier shall maintain pollution liability insurance and, environmental impairment liability insurance with coverage adequate to meet its obligations under this paragraph.

25.2. Evidence of Insurance

The Supplier shall provide certificates of the insurances required by these Special Conditions upon request and shall ensure continuous coverage for the duration of the Contract.

26. Termination for Environmental Breach

26.1. Material Breach

Failure to comply with any provision of this paragraph constitutes a material breach of the Contract.

26.2. Termination with cause

Aggreko may terminate the Contract immediately, and be entitled to claim damages, where the Supplier:

- (a) fails to report a Spillage;
- (b) fails to conduct prompt and effective cleanup; or

- (c) is in material breach of applicable environmental law.

SECTION E: NATURAL DISASTER RECOVERY SUPPLY TERMS

27. Applicability of Section E

This Section E (Natural Disaster Recovery Supply Terms) or otherwise paragraph 28 to 29, shall only apply where the relevant Order or other scope of work or written agreement between Aggreko and the Suppliers specifies that the fuel supply by the Supplier is for a Natural Disaster Recovery.

28. Disaster Recovery Terms for Fuel Suppliers

28.1. Scope of work and response levels

In regard to Fuel supply for the recovery of a natural disaster event, including hurricane, disaster, or similar emergency, the Supplier shall upon receiving 24 hours' notice from Aggreko:

- (a) provide such quantities of Fuel as requested by Aggreko and deliver them to all Aggreko Fuel Equipment and all external fuel tanks as required, and in accordance with Aggreko's directions;
- (b) ensure that its driver(s) are on location within the designated area no later than twenty-four (24) hours after Aggreko's request for dispatch;
- (c) shall provide an initial fuel delivery to each customer designated by Aggreko within twelve (12) hours of Aggreko's request and shall thereafter perform timely and continuous refuelling services as required, based on Fuel consumption rates provided either by Aggreko's Fuel team or by the Supplier where the Supplier's tanks are deployed; and
- (d) where required, provide suitable and fully functional Fuel storage facilities, and Aggreko shall be responsible for the cost of fuel and for the freight charges associated with transporting the tanks to the relevant sites.

28.2. Non-exclusivity

Nothing in these Section E shall prevent Aggreko from engaging additional or alternative Fuel suppliers, at its sole discretion, as necessary to meet customer demand.

SECTION F: DELIVERY TERMS APPLICABLE TO NATURAL GAS (LNG & CNG)

29. Applicability of Section F.

29.1. This Section F applies in respect of the supply of *gaseous Fuel known or described as "natural gas", whether liquefied natural gas (LNG) or compressed natural gas (CNG)* or otherwise paragraph 30 to 35, shall only apply in relation to the supply of natural gas".

29.2. If any provisions of this Section F are inconsistent with any provisions of Section B (Delivery, Title and Risk), the provisions of Section B shall prevail.

- 30. Delivery of Gas**
- 30.1. The scheduling of natural gas deliveries to the Delivery Location shall be set out in the applicable Order or as otherwise agreed by Aggreko and the Supplier in writing.
- 30.2. All-natural gas delivered shall have a purity level consistent with standard pipeline quality gas, or better.
- 31. Transfer of Title and Risk**
- 31.1. Title to, and risk of loss or damage to, the natural gas sold hereunder shall transfer to Aggreko when the natural gas passes the entry flange of the storage tanks at the Delivery Location (regardless of whether such storage tanks are owned by the Supplier and leased to Aggreko).
- 32. Delivery of Rental Fuel Equipment**
- 32.1. If the Supplier provides any rental Fuel Equipment, such as storage tank, to Aggreko under the Order (the "**Rental Fuel Equipment**"), the Supplier shall deliver the Rental Fuel Equipment to Aggreko at the Delivery Location specified in the Order in good operating condition. Aggreko shall be responsible for any site preparations at the Delivery Location that are necessary for the installation or use of the Rental Fuel Equipment.
- 33. Maintenance**
- 33.1. During the term of the Contract, the Supplier shall, at its own expense, maintain the Rental Fuel Equipment in good operating condition and shall make all necessary repairs. All maintenance and repairs shall be performed in accordance with the manufacturer's recommendations.
- 33.2. At the Supplier's request, Aggreko shall permit the Supplier to inspect the Rental Fuel Equipment during normal business hours. Upon expiration or termination of the Contract, Aggreko shall return all Rental Fuel Equipment to the Supplier in good operating condition, ordinary wear and tear excepted.
- 34. Delivery Tickets**
- 34.1. Volume for delivery tickets must be converted to LNG gallons or, for CNG, to MMBTU or MCF. Aggreko shall not be responsible for converting weight to volume.

SECTION G: DELIVERY AND ADDITIONAL TERMS APPLICABLE TO LPG, INCLUDING PROPANE SUPPLIERS

- 35. Applicability of Section G**
- 35.1. This Paragraph G applies in respect of propane liquified petroleum gas.
- 36. Fuel Equipment**
- 36.1. Supplier will maintain and repair all Fuel Equipment installed at Aggreko's Location(s), including following any inspections required by government

bodies. Supplier may charge Aggreko only for its reasonable, properly incurred and documented third-party costs of carrying out such maintenance or inspection, unless otherwise agreed between the Parties in writing. No adjustments, repairs or replacements shall be made to any Fuel Equipment except by Supplier, its employees or agents. Aggreko agrees to inform Supplier immediately of any defects or required repairs to the Fuel Equipment. Supplier shall visually inspect all Fuel Equipment prior to filling to ensure that such Fuel Equipment is free of visible bulges, dents, corrosion, and fire damage. The Supplier shall not fill any Fuel Equipment that is connected to what appears to Supplier (upon reasonable visual inspection) to be faulty piping, tubing, or other equipment.