

AGGREKO IBERIA, S.A.
GENERAL CONDITIONS OF HIRE 2023

These general terms and conditions (“**Conditions**”) apply to the hire of Plant and the related services by Aggreko Iberia S.A. (“**Aggreko**”) to any customer (the “**Hirer**”). They govern the contractual relationship between Aggreko and the Hirer and form part of the contract between the Parties. The Hirer agrees that the Conditions apply to every order of the Hirer and any hire of a Plant and will prevail over any other general conditions issued by the Hirer and more generally to all documents or any other provisions of the Hirer whenever these are presented. Aggreko’s Quotation as defined below, the delivery note, invoice and return note and these Conditions comprise the entire contract, agreement and understanding between Aggreko and the Hirer (the “**Contract**”) and no other terms and conditions, or pre-contractual statements or representations, shall form part of the Contract. The Contract supersedes any previous agreement between the Parties relating to the subject matter of the Contract. Any amendment to the Contract shall only be effective with the express written consent of the Parties.

1 Definitions

“**Aggreko**” means Aggreko Iberia S.A. whose registered office is at 35-37, Avinguda Torre Mateu, Pol.Industrial Can Salvatella,, Barbera del Valles, 08210
“**Breakdown**” means any defect, breakdown, underperformance or unsatisfactory working of any part of the Plant
“**Charges**” means the Fuel Charges, the Hire Charges, the Services Charges and/or the Transport Charges (if applicable), as set out in the Quotation in accordance with Clause 5
“**Delivery**” means the transfer of physical possession of the Plant at the Delivery Place or Aggreko’s nominated depot (as specified in the Quotation), and the word delivered shall be construed accordingly
“**Delivery Place**” means the delivery place of the Plant as specified in the Quotation
“**Force Majeure Event**” means any event caused by any strike, lock-out, riot, civil commotion, insurrections, terrorism or suspected terrorism, threat of terrorism, act of war (whether or not officially declared) or civil war, war-like action, imposition of sanctions, embargo, or breaking off of diplomatic relations, act of any Parliament, government, agency or department (whether local or national), nuclear, chemical or biological contamination or sonic boom, natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption, epidemic, pandemic or any other circumstances beyond the reasonable control of a Party.
“**Fuel Charges**” means the charges payable by the Hirer for the supply of fuel as set out in the Quotation and in accordance with Clause 5
“**Hire Charges**” means the charges payable by the Hirer for hire of the Plant, as set out in the Quotation and in accordance with Clause 5
“**Hire Period**” means, unless otherwise agreed in writing, the period between the time from when the Plant leaves Aggreko’s depot (or place from where it otherwise has been dispatched) ending at the time that the Plant is redelivered to or collected by Aggreko
“**Hirer**” means any customer of Aggreko who is named as such in the Quotation and shall include its successors, assignees or personal representatives
“**Minimum Hire Period**” means seven (7) days or such other period as specified in the Quotation
“**Normal Working Hours**” means 8 am to 5 pm on each Working Day
“**Party(ies)**” means Aggreko and/or the Hirer, as appropriate
“**Plant**” means all plant and equipment of whatever nature hired by the Hirer from Aggreko
“**Quotation**” means Aggreko’s form of commercial quotation, including the notes thereto, as updated from time to time and accepted by the Hirer
“**Services**” means the services relating to the Plant to be performed by Aggreko, including where applicable, installation, commissioning, operation/watch keeping, maintenance, decommissioning and deinstallation and as set out in the Quotation, or otherwise agreed in writing between the Parties
“**Services Charges**” means the charges payable by the Hirer for the supply of the Services in accordance with Clause 2, set out in the Quotation, and under the conditions of Clause 5
“**Site**” means the site to which the Plant is Delivered (or to be Delivered) on the Hirer’s instructions
“**Transport Charges**” means the charges payable by the Hirer for the transport of the Plant in accordance with and set out in the Quotation
“**Week**” means a period of seven consecutive calendar days
“**Working Day(s)**” means the days from Monday to Friday, except national, regional or municipal holidays

2 Hire Period

- 2.1 The duration of the Hire Period shall be set out in the Quotation by cannot be shorter than the Minimum Hire Period. The Hire Period shall not be extended automatically and the Plant must be returned to Aggreko at the end of the Hire Period.
- 2.2 Aggreko may, without incurring any liability to the Hirer or giving rise to any right of termination for the Hirer, in respect of or in connection with such recall so long as there is no material interruption in the service provided to the Hirer (other than a reasonable period to allow for disconnection of the recalled Plant and connection of the substitute Plant), recall any or all Plant and substitute equivalent Plant for such recalled Plant, upon giving at least seven (7) days’ written notice to the Hirer.
- 2.3 The Contract may be terminated by either the Hirer or Aggreko on giving not less than two (2) Working Days’ written notice to the other. Notwithstanding the notification, all Charges shall be due and payable until the Plant is returned to or collected by Aggreko as specified in the Quotation.
- 2.4 If the Hirer wishes to extend the Hire Period, the Hirer must request such extension from Aggreko in writing at least forty-eight (48) hours before expiry of the Hire Period. Aggreko may extend the Agreed Hire Period at its absolute discretion and shall notify the Hirer of its decision in writing. The Hirer shall pay all Charges regardless of whether or not Aggreko has replied to its request to extend the Hire Period until the end of the Hire Period when the Plant is returned to an Aggreko’s depot or to another place named by Aggreko. If Aggreko refuses the extension of the Hire Period, the Plant must be returned or made available for collection as originally agreed and in accordance with the Contract.

3 Delivery - Transport - Site

- 3.1 The Hirer shall be responsible (at its own expense, unless otherwise agreed in writing between the Parties) (a) for the unobstructed access and egress at the Site and Delivery Place, (b) for unloading and loading of the Plant at the Delivery Place, (c) for the custody and insurance of the Plant during the Hire Period and (d) for the use of the Plant in accordance with its specifications and applicable legislation. If the transportation of the Plant is arranged and insured by the Hirer, the Plant shall be transported in accordance with the specifications of the Plant, Aggreko’s instructions and all applicable laws and regulations.
- 3.2 The Hirer is solely responsible for ground conditions at the Delivery Place. The Hirer shall at its own cost provide a suitable area for the lay down, installation and operation of the Plant and shall ensure that the Delivery Place and the Site is levelled, graded, compacted and free from debris, structures and obstructions. If the ground is soft or unsuitable for the Plant to work on or travel over, the Hirer shall at its own cost supply and lay an aggregate/hardcore base with gravel finish, or a concrete pad, in accordance with Aggreko’s specifications.
- 3.3 Unless otherwise agreed in writing, the Hirer at its own cost shall carry out any other civil engineering and related works required at the Site for the Delivery, installation and operation of the Plant in accordance with Aggreko’s specifications.
- 3.4 The Hirer shall allow Aggreko and its duly authorised representatives access (including vehicular) to the Site and the Plant at any reasonable time for inspection, testing, maintenance, servicing, adjustment, repair, replacement or return. If access is denied or delayed, any obligation of Aggreko to deliver the Plant by a specified date or time, to provide an Aggreko engineer on the Site and/or to remedy any Breakdown, will be modified by extending the relevant period by such time as Aggreko considers reasonably necessary to take account of such refusal or delay.

4 Reception

- 4.1 The Hirer shall carry out a full and reasonable visual inspection of the Plant on Delivery to the Site or as soon as practicable afterwards and shall promptly (and in any event within 3 (three) Working Days) notify Aggreko of any missing parts of Plant and/or any apparent damage or defects to the Plant.
- 4.2 Unless a written notice is received by Aggreko within three (3) Working Days from the date of Delivery of any Plant on Site, all Plant will be deemed to have been Delivered and (where applicable) installed in good working condition, free from apparent damage or defects, and to the Hirer’s satisfaction.

5 Prices

- 5.1 The Charges are specified in the Quotation and are payable by the Hirer shall pay the Charges to Aggreko. The Charges are exclusive of VAT and any other applicable taxes and any customs, import or other duties or similar fees which are payable by the Hirer at the rat and in the manner prescribed by applicable law or regulation.
- 5.2 The Hire Charges apply for the duration of the Hire Period. If the Hire Period is less than the Minimum Hire Period, as decided by the Hirer (decommissioning of the Plant or termination of the Contract), it will remain liable for the Hire Charges in addition to any outstanding amounts due under the Contract up to the date of off-hire (including the Services Charges, Fuel Charges and/or the Transport Charges (as applicable)).
- 5.3 With effect from the date of the Contract, Aggreko may, upon at least fourteen (14) days' prior written notice to the Hirer, vary the Hire Charge, the Transport Charge and Service Charge and any charges payable for consumables under the Contract to reflect any increase in Aggreko's costs of goods, materials, services and labour or based on any other relevant factors.
- 5.4 Notwithstanding the provisions of Clause 5.3, the Hire Charges, Transport Charges and Service Charges shall be subject to adjustment in line with inflation. Each of the Hire Charges, the Transport Charges and Service Charges shall be subject to review with effect from the first anniversary of the commencement of the Contract and at the end of each subsequent twelve (12) month period during the term of the Contract. Each of the Hire Charges, the Transport Charges and Service Charges shall be adjusted upwards by a percentage equal to the average percentage increase of the Index (as defined below) during the relevant 12-month period in respect of which the Charges are subject to the review. For the purposes of this Clause, "Index" means the Spanish Consumer Price Index or, if such index is no longer available, such other index as may be substituted for it or as Aggreko may specify. Any increase in accordance with Clause 5.3 shall be taken into account for the purposes of the review under this Clause 5.4.

6 Payment

- 6.1 Unless otherwise agreed in writing, full payment is due within thirty (30) days of the invoice and no discount shall be granted for advance payment. Similarly, the amounts due shall be settled without set-off, counterclaim or possible withholding.
- 6.2 In the event of late or non-payment, Aggreko shall have the right to charge interests equal to the Spanish legal interest rate plus two percent (2%) on all overdue sums. Interests are due from the day following the payment term. Interests shall accrue due from the day following the end of the relevant payment term. In case of late payment, the Hirer shall cease to be entitled to any discount to which the Hirer would otherwise be entitled. In case Aggreko shall resort to the intervention of a third party to obtain payment of its invoices, all costs and charges incurred as a result of instructing such third party shall be charged to the Hirer in accordance with applicable Spanish law.
- 6.3 Invoices are deemed accepted unless the Hirer notifies Aggreko in writing by registered post (with acknowledgement of receipt) of any issues within eight (8) days of receipt of the relevant invoice.
- 6.4 If the Hirer is in breach of the above payment terms, all amounts payable under the Contract shall become immediately due and payable without any further notice of default. In case an invoice is disputed by registered letter in accordance with Clause 6.3, the Hirer must pay the undisputed part of the invoiced amount when such payment becomes due. If Aggreko instructs a third party to collect the debt, the Hirer shall be liable to pay all judicial and extrajudicial costs in addition to the total amount of debt then due.

7 Installation - Commissioning - Use

- 7.1 Unless the Quotation specifies that the installation, commissioning, operation/maintenance, de-commissioning and/or de-installation of the Plant (as applicable) are to be performed by, or be the responsibility of, Aggreko (or it is otherwise agreed in writing that any such obligations are to be performed by an Aggreko engineer) the Hirer shall:
- carry out the safe and proper installation, commissioning, operation/watch keeping, de-commissioning and de-installation of the Plant in accordance with all applicable laws and regulations;
 - carry out the termination at any connection point between the Plant and the Hirer's network/system in accordance with all applicable laws and regulations;
 - ensure the use and operation of the Plant in conformity with its specification, Aggreko's operating instructions and all applicable laws and regulations;
 - ensure that the Plant is not used or operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Plant (except normal wear and tear);
 - in the event of a leak spill or dispersal, immediately implement control measures to prevent, limit or reduce the impact;
 - keep itself acquainted with the condition of the Plant and shall not use or operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation and if the Hirer or any employee, contractor or agent of the Hirer does operate the Plant in such condition then the Hirer shall be solely responsible for any damage, loss or accidents resulting therefrom; and
 - carry out a visual inspection of the Plant (including all connection points) and leak identification checks daily and ensure that consumable levels (including fuel, oil and lubricant, coolant, refrigerant and chilled water treatment chemicals (as applicable)) in the Plant are checked in accordance with Aggreko's instructions and that these are kept at the level required for the proper operation of the Plant.

8 Care - Maintenance

- 8.1 Aggreko shall, either itself or through any third party, provide regular maintenance and servicing during the Contract in accordance with Aggreko's standard practice.
- 8.2 The Hirer shall make the Plant available to Aggreko for the purpose of carrying out maintenance or service (a) within one (1) Week of Aggreko notifying the Hirer of such maintenance or service being due in case of routine maintenance or service, or (b) sooner as needed, for maintenance that may be more immediate in nature (including, without limitation, where maintenance is required in order to address a health and safety requirement or risk of Breakdown). Aggreko shall use reasonable endeavours to minimise downtime of the Plant during routine maintenance and servicing.
- 8.3 The routine maintenance and servicing schedule for the Plant is determined by the running hours of the Plant. Unless the Plant is Hired on the basis of unlimited running hours (or Aggreko engineers are on-site operating the Plant), as soon as reasonably practicable after the end of each Week the Hirer is required to provide Aggreko with an accurate statement of the number of hours the Plant has worked each calendar day in that Week. If the actual running hours of the Plant in a Week exceed the agreed limit for that Week and the Hirer fails to notify the actual running hours to Aggreko, Aggreko shall not be responsible for any Breakdown and the Hirer is responsible for the cost of carrying out the maintenance and any necessary repairs. If the Hirer fails to notify Aggreko of any changes of running hours and as a result, Aggreko schedules an unnecessary servicing and incurs costs, the Hirer shall be charged for travel cost and the relevant number of working hours of the service engineer. If the Hirer fails to notify Aggreko of any change in the daily running hours in accordance with Clause 8.3 so that the actual running hours of the Plant require servicing sooner than the maintenance schedule, the Hirer shall pay Aggreko the full cost of any repairs required as a result of any additional wear, tear and damage to the Plant as well as the cost of the next scheduled service.
- 8.4 Aggreko plans routine maintenance according to the expected due date based on the date of the last service and the agreed running mode of the Plant in application of the Contract. Consequently, any change in daily hours of running must be immediately notified to Aggreko. If the Hirer fails to notify Aggreko of such changes and Aggreko engages costs for unnecessary maintenance, the Hirer will be charged for the travel and the working hours of the service engineer. If the Hirer fails to notify Aggreko of such changes and the Plant operates beyond the maintenance interval, the Hirer shall compensate Aggreko for additional wear, tear and damage to the Plant by paying the full cost of both the next service and any consequent repairs.
- 8.5 During Normal Working Hours, Aggreko will make no charge to the Hirer for any routine maintenance and servicing. But if the Hirer can only make the Plant available for this purpose outside Normal Working Hours, then Aggreko reserves the right to charge the Hirer for overtime costs in accordance with the rates set out in the Quotation.

9 Breakdown

- 9.1 The Hirer must notify Aggreko of any Breakdown immediately, such notice shall only become effective upon actual receipt of it by Aggreko. The Hirer shall not attempt to carry out repairs himself or to engage any third party to carry out any repairs except with the express prior written consent of Aggreko. If there are stoppages outside Aggreko's control, Aggreko will not accept any relief from Hire Charges (except to the extent that such stoppages arise as a direct result of a Force Majeure Event) nor any other claims however they arise.

- 9.2 If any Plant breaks down or suffers a defect through proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault which could not have been ascertained by a reasonable examination of the Plant by the Hirer in accordance with Clause 4, Aggreko shall choose either (a) to repair the Plant at Aggreko's expense as soon as reasonably practicable and, in that case, the Hirer shall not be charged the Hire Charges for the period between the notification of the Breakdown to Aggreko and the repair) or (b) to replace the Plant affected by the Breakdown.
- 9.3 If any Plant breaks down or suffers a defect for any reason other than those set out in Clause 9.2, Aggreko shall choose, either (a) to repair it at the Hirer's expense (without prejudice to the obligation of the Hirer to pay any sums due to Aggreko until repair is completed) or (b) to replace the relevant Plant at the Hirer's cost and expense. If, an expert opinion is required to determine the reason of the Breakdown or defect, and the expert concludes that the Breakdown was not attributable to any of the reasons set out in Clause 9.2, the Hirer shall bear the costs of the expert.
- 9.4 If the repair of the Plant is not practicable and if a replacement Plant is not available at an affordable cost, Aggreko may terminate the hire with immediate effect and without any liability whatsoever to the Hirer for such termination or any consequences of such Breakdown or termination.

10 Return of the Plant

- 10.1 The Hirer shall be entirely responsible for the return of all of the Plant to Aggreko at the end of the Hire Period or on recall of the Plant or on early termination of the Contract at such address as is agreed. All of the Plant shall be returned to Aggreko in good working condition, fair wear and tear excepted, and in the same state as it was initially handed over. When the Plant includes cable, the Hirer shall be responsible for recoiling the cable on drums supplied.
- 10.2 If the Hirer returns any of the Plant in any other condition for any reason whatsoever, then the Hirer shall be liable to Aggreko for (a) the full cost of any repairs which Aggreko shall deem necessary or desirable, or (b) the whole cost of replacement of such Plant if Aggreko considers that such repairs would not be practicable or cost effective and (c) Aggreko's Hire Charges for the Plant (i) while the Plant is idle owing to any such repairs and (ii) where relevant, until the payment of the costs referred to in paragraph (b) above (without affecting Aggreko's right to receive payment of the hiring in application of the Contract).
- 10.3 At the end of the Hire Period upon return of the Plant, a service engineer of Aggreko will provide a signed return certificate to the Hirer describing the condition in which the Plant is returned and the fuel level. The return certificate must be countersigned by the Hirer who may also add any comments. If the Hirer does not sign the return certificate, Aggreko shall send it to the Hirer. The Hirer may notify any objections/disagreements with the return certificate to Aggreko within five (5) Working Days. If the Hirer does not respond within five (5) Working Days, the contents of the return certificate will be deemed to be final and accepted by the Hirer in the form prepared by Aggreko. Aggreko shall inform the Hirer, within five (5) Working Days of the return of the Plant, if it has not been returned in good working order (except normal wear and tear), or if certain parts are missing.
- 10.4 If the Hirer fails to return any of the Plant for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Hirer, its employees, contractors or agents) then the Hirer shall be liable to Aggreko for (a) the full cost of replacing the Plant and (b) Aggreko's Hire Charges until the payment referred to in paragraph (a) above is made.

11 Ownership, transfer of risk

- 11.1 The Plant is and shall at all times remain the property of Aggreko and the Hirer shall have no right, title or interest in the Plant (save the right to possession and use of the Plant subject to the terms and conditions of the Contract). Nothing in the Contract shall be construed as conferring on the Hirer any intellectual property rights relating to the Plant.
- 11.2 The Hirer shall:
- (a) not remove or deface any plate or marking on the Plant identifying Aggreko as the owner of the Plant; and shall not make any alteration to the Plant or remove any existing components from the Plant;
 - (b) not sell or offer for sale, rehire, sublet, lend or otherwise make any part of the Plant available to any third party without the prior written consent of Aggreko;
 - (c) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Aggreko in the Plant; or
 - (d) keep the Plant free and clear of any and all distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind. The Hirer shall give Aggreko prompt notice of any of the foregoing affecting the Plant and shall at its sole expense use its best endeavours to procure an immediate release of the Plant.
- The Hirer shall indemnify Aggreko against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 11.2.
- 11.3 The Hirer must not move the Plant from or within the Site without the prior written consent of Aggreko.
- 11.4 The risk of loss, theft, damage or destruction of the Plant shall pass to the Hirer on Delivery. The Plant shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Plant is in the possession, custody or control of the Hirer (including transport to and from the Site and within the Site and unloading/loading at the Site where this is the responsibility of the Hirer) (the "Risk Period").
- 11.5 The Hirer shall be personally liable for any damage to its own property and the personal property and items of its employees, officers, agents and contractors and the Hirer waives and shall procure that its insurers waive the right of recourse against Aggreko and its insurers.
- 11.6 The Hirer shall indemnify Aggreko upon Aggreko's written demand against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 11.

12 Specific regulations

- 12.1 The Hirer shall not permit the Plant to be used near salt water, salt spray, salt laden air or hazardous materials (with the exception of offshore contracts), or be situated in an environment liable to be open to dust ingress or fine metallic substances without giving prior written notification to Aggreko. The Hirer shall notify Aggreko prior to commencement of or during the Hire Period of any bacteria, viruses, parasites, contaminants, corrosion, debris or other hazardous substances or materials present in the Hirer's temperature control system or plant. The Hirer shall not introduce any coolant, refrigerants, water treatment chemicals or other consumables to the temperature control system comprised of or incorporating the Plant without giving reasonable prior written notification to Aggreko.
- 12.2 The Hirer must if required obtain at its own expense and as its own responsibility all necessary permits and authorisation from the relevant authorities for the installation and operation of the Plant. The Hirer is deemed to have completed all administrative formalities and obtained all permits and authorisations required for the Delivery and installation of the Plant on its Site prior to Delivery. Aggreko declines any responsibility for the consequences resulting from any problems or delays in obtaining the administrative permits and documents.
- 12.3 The Hirer is solely responsible for the ground condition on the Site. When the ground is unstable or does not allow proper functioning of the Plant, nor movements without wooden wedges or equivalent, the Hirer shall at its own cost supply and lay the wooden wedges or equivalent adequate to allow the movement or operation of the Plant.
- 12.4 Unless otherwise specified in the Quotation, all consumables (including fuel, oil and lubricants, coolant, refrigerants, chilled water treatment chemicals and filters) shall be supplied by Aggreko. All consumables shall, when supplied by the Hirer, be of a grade and type specified by Aggreko. Unless otherwise specified in the Quotation, the party who has supplied the consumables shall be responsible for disposal of all waste including used consumables, drums and hazardous waste, in a manner that meets all applicable laws.
- 12.5 The electrical connections of the Plant to the Hirer's installations will be evaluated, decided upon and carried out by the Hirer as the Hirer's exclusive responsibility. The Hirer shall be responsible for making, at its own expense and as its own responsibility, the connections and disconnections of the Plant to its installation in accordance with applicable standards and regulations. As the sole purpose of the Contract is the hiring of the Plant, the Hirer will be deemed to be the producer of electricity and, therefore, will have the obligation to register as the operator of the Plant for the purpose of Electricity Tax.
- 12.6 Aggreko's employees are only permitted to work at a height if suitable protective measures and equipment is available and provided.

13 Insurance

- 13.1 During the Risk Period, the Hirer shall obtain and maintain at its own expense insurances of the Plant and itself against (i) all and any risks for civil liability and risks of loss, damage or destruction of the Plant by fire, flood, theft, vandalism or accident, and such other risks as Aggreko may from time to time nominate in writing to a value not less than the full replacement value and (ii) insurance for such amounts as a prudent owner or operator of the Plant would insure for, or such amount as Aggreko may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Plant. For the avoidance of doubt, such risks include without limitation theft, malicious and accidental damage, fire, flood and any risks arising from the presence or operation of the Plant on or at the Site (including without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Plant). The Hirer shall maintain such insurances for the period between the time of Delivery of the Plant to the Site and the time when the Plant is subsequently removed from the Site and if so agreed in the Quotation, the transport of the Plant from the Site to Aggreko's depot or nominated site. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies and any insurance monies received by the Hirer under such insurance policies shall to the extent deemed necessary by Aggreko, be applied as directed by Aggreko. Aggreko must be named as beneficiary on the insurance policies.
- 13.2 The Hirer shall provide Aggreko evidence of the Hirer's insurance prior to the start of the Hire Period. If Aggreko does not receive evidence of the Hirer's insurance by the agreed time for Delivery, the Hirer shall be liable and Aggreko shall charge the cost of Aggreko's insurance obligation waiver (the "IOW") service applicable as at the date of the agreed Delivery.
- 13.3 If agreed in writing with Aggreko or if the evidence of the Hirer's insurance is not received by the agreed time for Delivery, the Hirer shall purchase Aggreko's insurance obligation waiver service in which case, the terms and conditions set out in the Appendix to this Contract titled "Insurance Obligation Waiver" shall apply.
- 13.4 The Hirer shall inform Aggreko immediately (a) in case of loss of or damage to the Plant and, where the possibility that any loss or damage has been caused by a third party cannot be ruled out, notify the loss or damage to the police and send a copy of the written report of that notification to Aggreko without delay, (b) if the Plant is involved in any accident resulting in injury to persons or damage to property. The Hirer must not make any admission, offer, promise of payment or indemnity without Aggreko's consent in writing.

14 Warranty

- 14.1 Aggreko warrants to the Hirer that:
- (a) the Plant shall:
 - (i) be free from any defects in design, workmanship and material which would affect the proper and safe operation of the Plant;
 - (ii) conform in all material respects to its specification (as made available by Aggreko), be of satisfactory quality and fit for any purpose held out by Aggreko or agreed in writing by Aggreko; and
 - (iii) comply with all applicable legislation from time to time in force; and
 - (b) the Services shall be provided:
 - (i) using reasonable care, skill and diligence;
 - (ii) in accordance with all applicable legislation from time to time in force;
 - (iii) by personnel who are suitably skilled and experienced to perform tasks assigned to them; and
 - (iv) in accordance with all health and safety rules and regulations and any other reasonable security requirements that apply at the Site and have been notified to Aggreko in writing prior to Delivery
- 14.2 Aggreko shall remedy any defect in the Plant or re-perform any defective Services, which manifests itself during the Hire Period. Except as provided in this Clause 14, Aggreko shall have no liability to the Hirer in respect of the Plant's and/or the Services' failure to comply with the warranties in this Clause.
- 14.3 The warranty and obligation to remedy in Clause 14.1 shall not apply where any defect in the Plant or Services has arisen from any drawing, design or specification supplied by the Hirer, wilful damage, negligence of the Hirer or its employees, subcontractors or agents, abnormal working conditions, failure to follow Aggreko's instructions, misuse or alteration or repair of the Plant without Aggreko's prior written approval or breach of any of the terms of the Contract by the Hirer.
- 14.4 Aggreko makes no warranty about the ability of any Plant to provide a constant, uninterrupted supply. If a constant, uninterrupted supply is required, the Hirer is responsible for ensuring that there is a contingency supply in place on Site.
- 14.5 The Contract sets forth the full extent of Aggreko's obligations and liabilities in respect of the Services and the Plant and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Aggreko except as specifically stated in the Contract. Any condition, warranty or other term concerning the Plant which might otherwise be implied into or incorporated within the Contract, whether by law or otherwise, is expressly excluded.

15 Liability and indemnity

- 15.1 The Hirer acknowledges and accepts that in entering into the Contract Aggreko will rely on the advice, information, statement, representation or warranty given by the Hirer and/or its employees, officers, contractors or agents, to Aggreko including those in relation to the Plant, its use (whether regarding specification, performance capability or suitability for any purpose) and location. Aggreko shall not be liable to the Hirer for any breach of contract, negligence, tort, or on the ground of any other liability which result from the reliance on such advice, information, statement, representation or warranty being incorrect, incomplete or misleading.
- 15.2 Neither Party shall be liable to the other for any indirect or consequential loss (including, but not limited to, loss of business and/or profits).
- 15.3 Nothing in the Contract shall operate to exclude or limit Aggreko's liability for the death or personal injury of any person caused by the negligence, wilful intent or wilful recklessness, of Aggreko or its employees, officers or agents.
- 15.4 Aggreko makes no representation or warranty (statutory, implied or otherwise) as to the Plant itself or as to its quality or condition, or as to its fitness for a particular or general purpose.
- 15.5 Aggreko's maximum aggregate liability to the Hirer under or in connection with the Contract shall not exceed the greater of (a) the total amount of the Hire Charges paid by the Hirer in respect of the Minimum Hire Period or (b) the total amount of the Hire Charges and Services Charges received from the Hirer by Aggreko under the Contract.
- 15.6 No Party is liable, whether directly or indirectly, for any delay or failure in the performance of all or part of any of its contractual obligations if such delay or failure is attributable to the defect of a part, component or element of the Plant related to a Force Majeure Event.
- 15.7 The Hirer shall be solely responsible for, and shall hold Aggreko fully indemnified against any and all (a) loss or damage arising to or in connection with the Plant or as a result of the use or location of the Plant, or any failure on the part of the Hirer to return any of the Plant on time at the termination of the Contract or the end of the Hire Period, (b) claims by any person whomsoever for personal injury or damage to property caused by or in connection with the use or location of the Plant and in respect of all costs, expenses and charges incurred in connection with such claims whether arising under statute or any other legal grounds and (c) costs, fines, penalties, damages, assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Plant. These indemnities shall not apply to the extent that the loss, damage or injury arises from any negligence or wilful recklessness, on the part of Aggreko or its employees, servants or agents.

16 Termination

- 16.1 Without affecting any other right or remedy available to it, Aggreko shall be entitled to terminate the Contract with immediate effect by giving written notice to the Hirer if:
- (a) the Hirer fails to pay any amounts due to Aggreko on time, whether for the hire of the Plant under the Contract or otherwise and fails to pay any outstanding amount within seven (7) calendar days from Aggreko's written notice sent by registered mail demanding such payment; or

- (b) the Hirer does or causes anything to be done or permits or undergoes any act that prejudices or jeopardises Aggreko's title and/or rights in the Plant.
- 16.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) the other Party materially fails to comply with any term of the Contract which failure is irremediable or (if it is remediable) fails to remedy that non-compliance within a period of seven (7) calendar days after being notified in writing to do so; or
 - (b) the Hirer ceases to operate or is unable to pay its debts as they fall due or if the Hirer is subject to an investigation, seizure or foreclosure or if the Hirer requests, proposes or reaches any settlement with its creditors, or if it goes into liquidation as a company or if a receiver or administrator is appointed for all or part of its assets or business, or in the event of bankruptcy, reorganisation, foreclosure, merger or division; or
 - (c) a Force Majeure Event prevents the performance of all or part of Aggreko's obligations under the Contract for a consecutive period of fourteen (14) days.
- 16.3 Upon termination of the Contract (however caused), Aggreko (or its authorised representatives) shall have the right to enter any premises or the Site where the Plant is located for the purposes of recovering the Plant and shall be authorised to repossess the Plant without further notice at the expense of the Hirer. The Hirer shall pay to Aggreko on demand (i) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 6.2 and (ii) any costs and expenses incurred by Aggreko in recovering the Plant.
- 16.4 The termination of the Contract shall not affect any other rights of Aggreko or discharge the Hirer from any existing obligations accrued on or prior to the date of termination.

17 General provisions

- 17.1 Any Confidential Information obtained by one Party concerning the operations of the other shall be confidential and shall not be divulged to third parties either during the period of this Contract or any time after it. However, each Party may disclose the other Party's confidential information (a) to its employees, officers, representatives, suppliers, or subcontractors who need to know such information for the purposes of carrying out the Party's obligations under the Contract, (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.2 In the event of a contradiction between the provisions of the various documents constituting the Contract, the prevalence of the documents is defined by the order indicated in the second paragraph of the preamble to these Conditions.
- 17.3 Aggreko shall be allowed to subcontract whole or part of the Services to use subcontractors, in which case Aggreko's liability shall not exceed the liability of its subcontractor to Aggreko.
- 17.4 If any provision of the Contract is rendered void by law or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall not thereby be altered and shall remain unaffected. Accordingly, they will not be affected and will remain fully valid and in force.
- 17.5 The Parties undertake to process all data collected and processed for the purposes of the performance of the Contract, in accordance with the applicable regulations on the protection of personal data and in particular with Regulation (EU) 2016/679 on data protection, as well as Spanish law on data processing, files and freedoms. The personal data that the Hirer has communicated to Aggreko (name, address, telephone number) is collected and processed in the context of the performance of the Contract for the purpose of managing and monitoring the Contract.
- 17.6 Any waiver, indulgence or forbearance by Aggreko of any of the terms rights contained herein shall not affect the enforceability of such terms or rights.
- 17.7 No variation of the Contract shall be effective unless specifically agreed in writing by an authorised signatory of Aggreko and of the Hirer.
- 17.8 The Hirer shall not assign the Contract or any part of it or any benefit or interest in or under it without the previous written agreement of Aggreko. This consent will be in the absolute discretion of Aggreko and will be given in exceptional circumstances.
- 17.9 The Parties agree that the court of Barcelona shall have exclusive jurisdiction over any dispute arising out of the interpretation or performance of this Contract.
- 17.10 The governing law of the Contract and of the relationship between the Parties arising out of it shall be the laws of Spain.

Appendix
Insurance Obligation Waiver

1. Damages and losses covered

The application of the IOW relieves the Hirer of some of its obligations under Clause 13 of the Conditions in respect of the Relevant Plant (as defined below).

2. Plant covered

The IOW covers all Plant located at the Site other than any (a) fuel tanks, (b) distribution panels and (c) ducting, hoses and cables, hired by the Hirer from Aggreko (the “**Relevant Plant**”).

3. Waiver

The Hirer must comply with its obligations under the Conditions. Notwithstanding the foregoing, when the IOW applies, the Hirer's liability for any loss or damage caused to the Relevant Plant by application of the Conditions will be limited to a maximum of three thousand Euros (€ 3,000) per incident caused to the Relevant Plant.

4. Exclusions

There is no limitation or exclusion of liability under the IOW for (a) damage to any of the Relevant Plant caused by the Hirer's (or its employees', contractors' or agents') deliberate, malicious or wilful acts or omissions, (b) damage to any of the Relevant Plant caused by any delay or failure by the Hirer to make the Plant available to Aggreko for the purposes of carrying out maintenance or servicing (routine or otherwise), (c) damage to any third party (including the employees, contractors or agents of the Hirer) resulting from or arising in connection with the operation of the Relevant Plant or (d) transport costs associated with the repair or replacement of the Relevant Plant. Accordingly, the Hirer shall be responsible for insuring the Relevant Plant and itself against any such risks and liabilities in accordance with Clause 13 of the Conditions.

In addition, the damage waiver does not apply when the Plant is hired to be placed on ship at sea or inside the confinement zone of nuclear plants.

5. IOW fee

In consideration for the provision of the damage waiver the Hirer shall pay Aggreko a fee in the amount set out in the Quotation in accordance with the Conditions.