

## AGGREKO NORTH AMERICA

### E-COMMERCE – ADDITIONAL CUSTOMER RESPONSIBILITIES

#### RENTAL PERIOD

The rental period shall commence from the date of shipment of the rental equipment, accessories and related spare parts and supplies covered by this agreement (the "Equipment") from the point of shipment and shall continue until the customer's receipt of an off rent confirmation notice. Provided, however, for all rentals in which the customer is responsible for arranging freight, the rental shall not terminate until return to Aggreko's yard. The rental period shall not be subject to pro-ration.

#### INVOICE RECONCILIATION

SHIFT DETAILS: The items noted with shift rates reflect the following operational shift criteria:

Single shift allows for up to 8 hours/day, 40 hours/week and 160 hours/month.

Double shift allows for up to 16 hours/day, 80 hours/week, 320 hours/month and is 1.5 times the single shift rate(s).

Triple shift allows for unlimited operation and is 2 times the single shift rate(s).

INVOICE CALCULATION: If actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:

Day 1 - 2 - The daily rate applies and is 1/3 of the weekly rate.

Day 3 - 7 - The weekly rate applies.

Day 8 - 20 - The daily rate applies and is 1/7 of the weekly rate.

Day 21 - 28 - The monthly rate applies and is 3 times the weekly rate.

After Day 28, the daily rate applies and is 1/28 of monthly rate

#### ENVIRONMENTAL FEE

An environmental fee will be charged on all equipment containing fuel, oil, refrigerant, or other fluids, liquids, or gases that could have an environmental impact. This includes generators, transformers, chillers, air conditioners, heaters, compressors, aftercoolers, fuel tanks, all Tier 4 Final diesel equipment, and other similar equipment. Note that if the equipment subject to the fee is also subject to shift rates, the amount of the fee will vary in proportion to the applicable shift rate. THE FEE IS NOT A TAX OR GOVERNMENTAL CHARGE. It is used to help offset expenses incurred operating in an environmentally sound manner. To learn more about the fee, please see the terms and conditions referenced herein or Aggreko's Statement on Environmental Fees, which is available at <https://www.aggreko.com/en-us/terms-of-business>.

#### AFTER HOURS FEE

To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an After Hours fee applies to orders executed outside of normal business hours (Monday – Friday 8am – 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

#### COLD WEATHER PROVISION

Cold Weather Provision (Low Temperatures between 40° F and - 40° C) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

#### EQUIPMENT GROUNDING

In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of the customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. The customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and the customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

#### EQUIPMENT MAINTENANCE AND SERVICE

- It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by Aggreko at an additional charge.
- If the customer elects to service the equipment, proof of service must be provided to Aggreko upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

#### FUEL AND FLUIDS

Aggreko's fleet of diesel engines operates on #2 diesel fuel. Due to federal regulatory requirements, certain equipment with Tier 4 Final diesel engines use a special additive

known as Diesel Exhaust Fluid (DEF). If DEF levels fall below a certain threshold, the unit will stop working. The customer is responsible for regularly monitoring DEF levels and providing additional DEF as needed. DEF is generally available from local fuel and lubricant providers. All diesel-powered equipment will be returned with the same amount of fuel as delivered or the customer will be subject to refueling charges. All equipment with Tier 4 Final diesel engines and DEF systems will be filled with DEF before delivery and the customer will be charged therefor on its initial invoice. Delivery charges for standard on-site fueling and filling may apply. Fuel and fluid rates may be adjusted during the rental based on fluctuations in market pricing.

#### FREIGHT

Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If repositioning of equipment is required, additional freight charges will apply.

#### LABOR

Customer-induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged.

#### INVOICE INTERVAL

All monthly pricing based on a 28 day billing cycle.

#### PAYMENT TERMS

Payments shall be made Net 30 from date of invoice. However, Aggreko reserves the right to change payment terms based on changes in financial condition or the customer's non-compliance with the stated net payment terms during the rental.

#### CREDIT CARD TRANSACTION AGREEMENT

By agreeing to pay by credit card, the customer is authorizing in advance payment in full of all amounts as they become due by charge to the credit card provided upon the issuance of a written invoice (without the need for additional signature or written authorization) as the customer's primary and preferred method of payment. Since the Order Summary may not reflect the actual cost of services that could not be identified at the time of placement of the order or of services performed after commencement of the work (e.g., taxes, freight, fuel, labor, additional rental periods, etc.), the Order Summary is not a restriction on Aggreko's right to charge the credit card or invoice for continued obligations identified in the proposal, and the customer expressly authorizes those subsequent charges.

#### OTHER CUSTOMER RESPONSIBILITIES

- The customer is responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on the customer's behalf and regardless of the party to which the citation is issued.
- State and local taxes apply. TAX is NOT included on any Aggreko proposal. A tax exemption certificate is required for those applicable.
- Any and all required union labor
- All lifting/off-loading of equipment (if applicable)
- The customer assumes all responsibility and liability for any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.
- Pre-Delivery Cancellation Fees: If the customer cancels this rental after Aggreko and/or its freight supplier have commenced mobilization but before delivery of the equipment, the customer shall be responsible for paying Aggreko the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.
- Full replacement insurance on equipment (certificate must be provided prior to delivery)

#### IMPORTANT CUSTOMER INFORMATION

- All proposals are valid for 30 days and contingent on availability.
- Acceptance must be provided in writing prior to the end of the valid period.