



## FUEL SUPPLIER REQUIREMENTS

Each Fuel Supplier must agree to meet all requirements outlined in this document.

### A. Business Process

#### Delivery Process and Purchase Order

- During business hours of Mon-Fri 8am – 5pm, no fuel order should be executed unless PO# is provided by Aggreko.
- During after-hours, weekends and holidays, a fuel order may be executed with verbal authorization from Aggreko, but the Supplier must contact the designated Aggreko representative the next business morning to obtain PO#.
- The supplier must get approval from an Aggreko representative before any fuel schedules are changed.
- If a delivery cannot be made in the specified time period or if there are any issues at the delivery site, the Supplier must address immediately with an Aggreko representative.

#### Fuel Delivery Ticket

- The Supplier must prepare a fuel delivery ticket for each delivery made. Tickets must contain:
  - Company (or Event) name and address
  - Date & Time of Delivery
  - Total Gallons/Liters Delivered
  - If fuel delivery is for multiple generators and/or tanks include equipment # and separate fuel totals for each one filled.
  - Signature of person at site receiving fuel, if site is manned.
- The Supplier must **NOT** include any pricing on documents used at the site where fueling occurred.

#### Price Confirmation

- Final delivery information including total price, fuel quantity, price per gallon and all other delivery charges must be communicated by Supplier via email to their Aggreko representative within 1 business day of the completed delivery service or the next business day if delivered after hours, on a weekend, or a holiday.
- Issuance of an invoice, per the section directly below, is an acceptable method of price confirmation.

#### Invoicing

- Supplier's invoice must contain: Valid Aggreko PO # with proof of delivery.
- Invoice should have standard fuel load fee listed on the first line. Create additional billing lines for any additional charges and attach back-up (proper sign off) for those charges. *Upon request, Aggreko will provide Supplier with an exemplary invoice.*
- Supplier must **provide the invoice for each fuel delivery in no case later than 5 business days** from the latter of (a) delivery, or (b) receipt of a PO# from Aggreko.
- Per the attached terms and conditions located in Section E of these Fuel Supplier Requirements, the right to payment for any bills or invoices for services not submitted to Aggreko within forty five (45) days of the completion of the fuel delivery shall automatically be deemed waived.
- Supplier invoices must be emailed to [frt-fuelinvoices@aggreko.com](mailto:frt-fuelinvoices@aggreko.com) or faxed to 337-205-8580
- Failure to obtain and document a P.O.# on your invoice will result in non-payment of that invoice.
- Some Aggreko Logistics representatives may require a fax copy of the invoice be sent to their Logistics center in order to confirm charges prior to Fuels Payable issuing payment.

#### Payments

- Supplier must accept invoice payments by Aggreko Purchasing card (currently virtual single use MasterCard program).
  - **Carrier must provide a contact email address where the automated payment notifications will be sent.**



- Aggreko will provide the first seven digits of the credit card account number at the time Carrier is set up in the program, and these first seven numbers will never change and should be retained for use with each payment.
- Upon processing of each invoice, Carrier will receive an email with only the last nine digits of the account number, a security code and an expiration date for each approved invoice.

Use your standard credit card settlement process for each transaction using the first seven digits originally provided along with the last nine provided in each payment notification email.

## **B. Performance Requirements**

<b>Performance Criteria</b>	<b>Performance Requirement</b>
Safety	<ul style="list-style-type: none"> <li>• Company Total Recordable Incidence rate of 1.8 or less.</li> <li>• Safety First Mentality driven throughout organization.</li> <li>• Each driver is equipped with, and trained on use of Personal Protective Gear (Nomex, etc.)</li> <li>• Trucks are DOT compliant with proper registrations and current tags.</li> <li>• Environmentally sound equipment (no leaks, no excessive noise or emissions, etc.)</li> </ul>
Professionalism	<ul style="list-style-type: none"> <li>• Drivers and dispatchers are courteous and proactive.</li> <li>• Neat and orderly appearance and presentable at all times while representing Aggreko.</li> <li>• Supplier to have uniformed drivers.</li> </ul>
Response Time/ On Time delivery	<ul style="list-style-type: none"> <li>• Ability to provide driver/truck within 2-hours from time of call to arrival at requested location.</li> <li>• Exceptional on-time delivery record which will be subject to continual assessment.</li> <li>• Notification to your Aggreko Logistics representative must be made immediately if a delivery or pick up cannot be made at the specified time period.</li> <li>• Weekends and late night availability.</li> </ul>
Technology	<ul style="list-style-type: none"> <li>• Drivers equipped with cell phone and/or means of immediate contact when necessary.</li> <li>• Vehicles equipped with GPS; When GPS is not available, supplier has alternate means to provide travel route/map to driver without reliance on Aggreko personnel.</li> </ul>
Presentation and Reliability of Equipment	<ul style="list-style-type: none"> <li>• Vehicles must be clean and environmentally compliant.</li> <li>• Equipment operates and available for use per manufacturer's specification.</li> <li>• No breakdowns during service.</li> </ul>
End User Satisfaction	<ul style="list-style-type: none"> <li>• Driver confirms equipment placement for ease of fueling and service when offloading.</li> <li>• In circumstances of soft ground, tight spaces, etc., driver will obtain acceptance from site manager before proceeding.</li> <li>• Drivers, in no circumstances, should attempt to connect or disconnect Aggreko equipment unless authorization is received from Aggreko.</li> <li>• Accident free or no history of unresolved losses for damage to Aggreko's equipment, which will be subject to continual assessment.</li> <li>• Quarterly meetings to assess and resolve business process and performance issues.</li> </ul>



### **C. Minimum insurance required of Fuel Suppliers**

Supplier shall furnish Acord certificate(s) evidencing the insurance required below is in full force and effect and identifying: (1) Aggreko as the certificate holder and as an additional insured as to claims for damages arising out of any fuel delivery or work to be performed by Supplier resulting from the agreement to which this document is attached or (under endorsement form ISO 2010 or its substantial equivalent); (2) a waiver by Supplier and Supplier's insurers of subrogation against Aggreko (including its parent, subsidiaries, affiliates, and the officers, directors, agents, employees invitees, and insurer(s)) for all claims covered by such policies other than workers' compensation; (3) that the insurance shall be primary and noncontributory, regardless of other available insurance; (4) contractual indemnity coverage in favor of the Aggreko Insureds on the liability policies; (5) with respect to the commercial auto policy, a rider evidencing pollution liability broadened coverage for covered autos and broadened coverage for pollution conditions occurring while loading and unloading; and (6) that written notice shall be provided to Aggreko in accordance with the policy provisions in the event of material change or cancellation. The required insurance is as follows:

- Workers' Compensation Insurance in compliance with the laws of all jurisdictions covering all persons at all times while employed or contracted by Supplier while the Agreement with Aggreko is in effect and Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence.
- Comprehensive General Liability Insurance (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal injury, property damage and cross liability coverage endorsement(s)) covering all services to be performed by Supplier for Aggreko, including coverage for liability assumed in the Agreement with limits of not less than \$2,000,000 per occurrence, \$2,000,000 combined general aggregate and pollution liability endorsement(s) to provide coverage during transit, loading and unloading of fuel.
- Comprehensive Automobile Liability insurance covering all owned, non-owned and hired motor vehicles, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 combined general aggregate, and the above-referenced rider for pollution liability broadened coverage for covered autos and broadened coverage for pollution conditions occurring while loading and unloading.

The insurance required herein shall be written on an "occurrence" basis and not on a "claims made" basis. Supplier or its insurance broker shall provide Aggreko with notice of renewal of the required coverages on or before the annual renewal date.



**D. Sample Certificate of Insurance**

**SAMPLE CERTIFICATE OF INSURANCE**

<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
<b>PRODUCER</b>	<i>Name of Broker</i>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.
	<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b>	<i>Name of Customer</i>	INSURER A: <span style="float: right;"><i>Name of Insurer</i></span>
		INSURER B: <span style="float: right;"><i>Name of Insurer</i></span>
		INSURER C: <span style="float: right;"><i>Name of Insurer</i></span>
		INSURER D: <span style="float: right;"><i>Name of Insurer</i></span>
		INSURER E: <span style="float: right;"><i>Name of Insurer</i></span>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$ <b>2,000,000.00</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (any one fire) \$ <b>200,000.00</b>
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person) \$ <b>10,000.00</b>
	Owners & Contractor's Prot				PERSONAL & ADV INJURY \$ <b>2,000,000.00</b>
					GENERAL AGGREGATE \$ <b>2,000,000.00</b>
					PRODUCTS-COMP/OP AGG \$ <b>2,000,000.00</b>
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$ <b>2,000,000.00</b>
	<input checked="" type="checkbox"/> ANY AUTO				(Ea accident)
	ALL OWNED AUTOS				BODILY INJURY
	SCHEDULED AUTOS				(Per person)
	HIRED AUTOS				BODILY INJURY
	NON-OWNED AUTOS				(Per accident)
					PROPERTY DAMAGE
					(Per accident)
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE
	UMBRELLA FORM				AGGREGATE
	OTHER THAN UMBRELLA FORM				
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				WC STATUTORY LIMITS
					OTHER
					E.L. EACH ACCIDENT \$ <b>1,000,000.00</b>
					E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000.00</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000.00</b>
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION:** All policies identified herein except for worker's compensation and employer's liability insurance shall be endorsed: (i) to include Aggreko, LLC including its parent, subsidiaries, affiliates, and the officers, directors, agents, employees and invitees ("Aggreko Insureds") as additional named insureds under Endorsement form ISO 2010 or its substantial equivalent; (ii) to provide that the underwriters and/or insurers thereof waive their rights of subrogation against Aggreko Insureds and their respective insurers; (iii) to provide that the policy shall be primary and non-contributory; and (iv) to provide property coverage at 100% of the replacement value for each unit of equipment rented.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<p><b>Aggreko, LLC</b>          4607 West Admiral Doyle Drive          New Iberia, LA 70560</p>	<p>SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH POLICY PROVISIONS</p>
	AUTHORIZED REPRESENTATIVE



## **E. Terms and Conditions for Fuel Suppliers**

**Section 1. Scope of Work.** Supplier shall provide the following services to Aggreko:

- A. Upon notice from Aggreko after a hurricane or tropical storm watch has been issued by the National Weather Service, Aggreko will be Supplier's exclusive customer for the supply and delivery of fuel, which exclusivity shall remain in effect until Aggreko notifies Supplier that its storm-related demands have diminished. For purposes hereof, "exclusive customer" shall mean that Supplier shall supply all fuel requirements of Aggreko prior to supplying fuel to other customers to ensure that orders placed by other customers do not interfere with the business needs and expectations of Aggreko pursuant to this Agreement.
- B. Supplier shall be responsible for fueling all generators and external fuel tanks as needed and directed by Aggreko.
- C. Supplier shall maintain the insurance coverage identified in Exhibit A attached hereto.
- D. Supplier shall provide around the clock service and the legally required number of licensed drivers who shall at all times during the term of this agreement be in full compliance with all federal and applicable state commercial transport and HAZMAT regulatory requirements.
  1. Supplier will have its driver(s) on location within a designated area within 24 hours from Aggreko's request for dispatch.
  2. Supplier will provide an initial delivery of fuel to each customer specified by Aggreko within 12 hours of Aggreko's request and shall be responsible for timely refueling thereafter as required based on fuel consumption rates.
- E. Supplier shall provide up to 3 suitable storage tanks, as specified by Aggreko, with minimum capacity of 10,000 gallons at no additional charge to Aggreko, at the sites specified by Aggreko. Aggreko shall be responsible for the cost of fuel and freight to transport the tanks to the applicable sites.
- F. Nothing herein shall require Aggreko from utilizing the services of other fuel suppliers as Aggreko deems necessary to meet the demands of its customers.

**Section 2. Term.** This Agreement shall be for a term of one year from the effective date and, unless notice is provided by Aggreko prior to days from the expiration date, this Agreement shall be automatically renewed for an additional one year term at the rates and under the terms specified herein.

### **Section 3. Pricing.**

- A. Turn Key Service & Operation Pricing: Upon notice from Aggreko, Supplier will charge Aggreko \$\_\_\_\_\_ per hour, which fee shall be for the guaranteed availability and exclusive use of Supplier's drivers and fuel trucks for said hurricane and tropical storm-related work. In no case will the fueling service charges exceed \$\_\_\_\_\_ per gallon calculated based on fuel delivered over a 7 day period.
  1. The hourly fee is intended to be inclusive of all costs (including but in no way limited to delivery truck, driver, per diem, lodging, fuel & maintenance for the truck, hoses, pumps, permits and any other costs) other than the cost of fuel being provided to Aggreko as set forth in Section III.B. below.
  2. There shall not be a minimum hourly charge per truck. Supplier shall be required to provide an itemized statement identifying the hourly charges per day and per vehicle.
- B. Fuel Pricing: Aggreko shall pay for all fuel delivered at the per gallon rate of Supplier's cost plus \_\_\_\_\_ cents.
  1. Fuel pricing will be based on the quantities of actual fuel delivered.
  2. Aggreko may, at its sole discretion, elect to locate and arrange for dispatch and fuel delivery from another supplier, without recourse to Supplier.
  3. Upon election by Aggreko in its sole discretion, Supplier shall repurchase any unused fuel at the conclusion of hurricane season at the same price charged to Aggreko. The repurchase shall first be applied as a credit against any outstanding balance owed by Aggreko to Supplier, and, if/once exhausted, then in the form of a reimbursement check.

**Section 4. Compensation; Payment Terms.** The pricing and charges for the Services to be rendered by Supplier shall be as separately agreed upon in writing by the parties. Supplier shall transmit all invoices by email to [frt-fuelinvoices@aggreko.com](mailto:frt-fuelinvoices@aggreko.com) or fax to (337) 205-8580 within five (5) business days from the latter of delivery or receipt of a purchase order number from Shipper.

**A. THE RIGHT TO PAYMENT SHALL BE AUTOMATICALLY DEEMED WAIVED FOR ANY BILLS OR INVOICES FOR SERVICES NOT SUBMITTED TO SHIPPER WITHIN FORTY-FIVE (45) DAYS OF COMPLETION OF THE DELIVERY.**

### **Section 5. Termination.**

- A. Termination for Convenience. Aggreko may terminate this agreement at any time upon thirty days prior written notice to Supplier.
- B. Termination for Cause. Aggreko may immediately terminate this agreement if: (i) Supplier commits any unlawful, fraudulent or deceptive acts or practices or criminal misconduct in the performance of this Agreement; (ii) Supplier breaches any material provision of this Agreement, as reasonably determined by Aggreko; (iii) Aggreko receives a complaint or is otherwise informed that Supplier failed to act in a professional manner in dealing with Aggreko's customer; or (iv) Supplier becomes bankrupt, insolvent or makes an assignment for the benefit of its creditors.
- C. Compensation upon Termination.
  1. If Supplier is not in default of its obligations under this Agreement, then Aggreko shall pay Supplier the amounts due not previously paid to Supplier for the Services properly performed prior to such effective date of the termination. Such payment shall be subject to any right of offset by Aggreko and Supplier's duty to mitigate, including credits for the value of re-sellable fuel.
  2. If Supplier is in default of its obligations under this Agreement, the excess cost necessary for Aggreko to complete the Services or obtain fuel from an alternate supplier, as compared to Supplier's prices under this Agreement, shall be at Supplier's expense. Such excess cost may be deducted from the unpaid amount of Supplier's compensation.
  3. If such cost exceeds the unpaid amount or payment has already been made to Supplier for which Aggreko is entitled to a credit, then each such credit shall, at the option of Aggreko, be issued in the form of (a) a refund in the month directly following Supplier's receipt of notice by Aggreko of its entitlement to the penalty, or (b) a credit on the overall balance due from Aggreko.
  4. The action by Aggreko of terminating this Agreement and hiring another supplier to complete the services shall not constitute a waiver of or election among any other rights or remedies that Aggreko may have against Supplier.

### **Section 6. Indemnification.**



- A. Supplier shall release, protect, defend, indemnify and hold Aggreko (including its parent, subsidiaries, affiliated entities, and any customer, contractor, property owner or other entity or person for whom or where Aggreko is performing services or work, (hereinafter collectively, the "Aggreko Group") harmless from and against all loss, damage, expense, actions and claims for injury to or death of persons and damage to property, including that of Aggreko, arising out of or in connection with the handling, transportation, or delivery of any shipment hereunder, or Supplier's failure to timely deliver as required herein. This obligation expressly includes but is in no way limited to any and all remediation costs and other damages or claims of damages resulting from fuel spills.
- B. If Supplier has subcontracted or brokered its fuel delivery obligations to another fuel supplier, which shall not occur without Aggreko's prior consent, Supplier shall require its subcontractor/agent to comply with all obligations contained in this agreement, and shall not be relieved of any obligations contained herein for any breach or negligence by its subcontractor/agent.
- C. In addition to the above, Supplier shall be responsible for properly reporting and remediating any and all spills, leaks and other environmental liabilities to the extent caused by Supplier (including Supplier's employees, agents and subcontractors), and shall fully indemnify, hold harmless and defend Aggreko for all damages claimed as a result thereof.

#### **Section 7. Delays.**

- A. Because Aggreko is an emergency response supplier and the guaranty of timely fuel delivery as required by Aggreko and/or Aggreko's customer(s) in preparation for, during and after a hurricane, tropical storm and/or other severe weather conditions are contemplated herein and are conditions precedent to this Agreement, time is absolutely of the essence. Supplier acknowledges that Aggreko could sustain irreparable harm in the nature of termination of existing rental agreements with its customers, loss of future business with those customers and loss of goodwill.
- B. Supplier shall be required to have a driver dispatched and en route to the specified city within [ ] hours of Aggreko's call and to a specific job site within [ ] hours of Aggreko's call. If Supplier or its driver anticipates or experiences any delays in arriving at the specified city or job site as set forth herein or as otherwise required by Aggreko at the time of the call, Supplier shall immediately notify Aggreko of the reason for and the anticipated duration of the delay.
- C. In the event that Supplier fails to deliver fuel on a timely basis and Supplier's delay is not due to the fault of Aggreko, Supplier agrees to indemnify and hold Aggreko harmless from any and all claims, liabilities, damages, fines, penalties and assessments incurred by Aggreko resulting from Supplier's delay in delivery.

#### **Section 8. Dispatcher.**

- A. Supplier will provide a dispatcher who will be available, on call and responsible for immediate dispatch or coordination of fuel delivery around the clock at all times contemplated herein.
- B. Supplier will be responsible for supplying suitable relief to cover the responsibilities of the dispatcher during the dispatcher's absence.
- C. Supplier will develop and have in place, ready to initiate, a backup system for the dispatcher to ensure he/she is not under-resourced as a result of Aggreko's fuel delivery needs under the unique conditions related to hurricane and tropical storm-related demands, which is a regular part of Aggreko's business.

#### **Section 9. Supplier's Operations and Driver Requirements.**

- A. Driver must have a means of immediately contacting the dispatcher and Aggreko in the event of a problem, delay or mishap during transport.
- B. Drivers shall be clean shaven and/or willing to shave clean on the spot, if delivery requirements dictate that to gain entry into a facility for delivery or pickup.
- C. Drivers shall use steel toe shoes, hard hat and safety glasses. While this is not a requirement for all pickup and deliveries, driver must keep these items in his/her truck in the event that they are delivering or picking up from a site that requires these for entry into the facility. Driver shall also comply with all PPE requirements of the applicable delivery or pick up location.
- D. Supplier and all drivers used by Supplier must at all times meet or exceed all national, state or local DOT commercial driver requirements (including but not limited to those related to the transport of hazardous materials, commercial driver's licenses, vehicle inspections, record-keeping, permitted number of hours worked per driver, transport of permitted loads, weigh-ins, and the timely reporting and filing of all required regulatory reports).
- E. At no cost and expense to Aggreko, Supplier will engage for its services hereunder only competent, able, legal and properly licensed personnel with good customer/personal relation skills.
- F. Supplier and its drivers shall at all times be deemed independent contractors and not an agent or employee of Aggreko for all services rendered under this Agreement.

#### **Section 10. Reports & Required Data.** Supplier will provide to Aggreko, as a normal requirement of this agreement, the following items and other reasonable information as may be requested from time to time:

- A. Hard copy invoice support documentation for all Aggreko transports.
- B. Documentation reflecting the cost of fuel purchased that was delivered to Aggreko.
- C. Bill of lading, delivery ticket and/or other proof of each fuel delivery, upon demand.
- D. The names and 24 hour contact information for all dispatchers.
- E. The names and 24 hour contact information for each driver.
- F. DOT license numbers for each vehicle, copies of CDLs, required inspection reports, driver time records and other proof of regulatory compliance.
- G. Proof of Insurance.

**Section 11. Force Majeure.** In the event any delay due to Force Majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid and mitigate the effects of the delay and shall keep the other party advised as to its efforts and its estimate of the continuance of the delay. Subject to the foregoing, the affected party's failure to comply with this Agreement shall be excused if, to the extent and for so long as compliance by the affected party is prevented by a Force Majeure event. For purposes hereof, the any of following shall constitute a Force Majeure event: an event or condition that is unforeseeable and is beyond either Party's or its subcontractor's control, including orders of government agencies, strikes, lockouts and other labor disturbances (even if terminable by the



affected Party's acceding to the demands of any labor group), war, riots, terrorism, civil insurrection, earthquake, and fire beyond the control of the affected Party. Force Majeure shall not include hurricanes, tropical storms or other severe weather conditions and traffic complications related thereto that are reasonably foreseeable (particularly under the circumstances contemplated by this agreement). For the avoidance of doubt, a hurricane, tropical storm or other severe weather condition shall be deemed foreseeable once its existence has been identified by the national weather service.

**Section 12. No Commitment.** Neither this Agreement nor the disclosure or receipt of Information shall constitute or imply any promise or intention by the parties to enter into any commitments beyond those that are expressed herein.

**Section 13. Applicability of Terms & Conditions.** The terms and conditions hereof shall be deemed accepted and binding upon acceptance by Supplier upon the earlier of execution hereof or delivery of fuel to Aggreko or an Aggreko customer, regardless of whether a bill of lading or other document is executed by Supplier. To the extent these Terms and Conditions are in conflict with any terms and conditions provided by Supplier, the terms and conditions hereof shall dictate.

**SECTION 14: Applicable Law.** This Agreement, including but not limited to the validity, performance and construction of this Agreement, shall be governed by and construed in accordance with the ICCTA as applicable, and otherwise pursuant to the substantive laws of the State of Texas, disregarding any conflict of laws provisions which may require the application of the law of another jurisdiction applicable thereto.

**Section 15. Independent Contractor.** Supplier acknowledges and agrees that it is an independent contractor and that its personnel are not Aggreko's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any of Aggreko's employee benefits. Supplier assumes sole and full responsibility for the acts of its personnel, and Supplier and its personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Aggreko in any manner whatsoever. Supplier, not Aggreko, is solely responsible for the compensation of personnel assigned to perform the Services hereunder, and payment of worker's compensation, disability and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security. Supplier has no authority to enter into contracts or make quotations, representations or warranties on behalf of Aggreko, or to commit Aggreko to any obligation whatsoever.

**Section 16. Non-Exclusivity.** This Agreement does not establish an exclusive relationship between Aggreko and Supplier for the provision and utilization of transportation services. Aggreko is free to deal with other fuel suppliers, and Supplier is free to provide transportation services to other customers.

**Section 17. Notices.** All notices shall be hand delivered, sent by certified mail, by express courier or by facsimile transmission (with a copy by mail or express courier) to Supplier at the address identified in the Supplier Application Packet and to Aggreko, LLC, 4607 W. Admiral Doyle Drive, New Iberia, LA 70560, Attn: Legal Department. All notices shall be deemed given as follows: when delivered, if hand delivered; five (5) days after mailing if placed in the mail; two days after mailing, if sent by express courier; upon confirmation of the receiving party's facsimile machine, if sent by facsimile transmission; and upon electronic confirmation of delivery, if sent by email. Either Party may change its address for notice by giving notice hereunder to the other Party.

**Section 18. Assignment.** Supplier may not assign, transfer, broker or subcontract the performance of any or all of the Services, or any of its rights and/or obligations hereunder, without Aggreko's prior written consent, and any attempt to do so shall be void. Aggreko may assign this Agreement and/or any of its rights or obligations hereunder to any affiliate, or to a purchaser of the assets to which this Agreement relates, without Supplier's consent and upon written notice to Supplier.

**Section 19. Records.** Supplier and Aggreko shall each retain records relevant to the Services performed under this Agreement for a period of three (3) years from date of performance. Such records shall be available for inspection by the other Party upon reasonable notice for purposes of determining compliance with this Agreement.

**Section 20. Severability.** In the event that any portion of this Agreement shall be determined by a court to be illegal, invalid or unenforceable, that portion of the Agreement shall not be enforced. The remainder of the Agreement shall continue in effect as if the illegal, invalid or unenforceable portion(s) had been deleted; provided, that the rights of either Party under this Agreement are not materially and adversely affected thereby, and provided, further, that in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a legal, valid and enforceable provision as similar in terms as such illegal, invalid or unenforceable provision as may be possible.

**Section 21. Non-Waiver.** Any waiver of any provision in this Agreement must be in writing. A Party's failure to enforce a provision of this Agreement at any time shall not be deemed a waiver thereof and shall not otherwise affect a Party's right to enforce strict compliance with that provision or any other provision of this Agreement.

**Section 22. Amendments.** This Agreement may be supplemented, amended, or revised only in a written agreement duly executed by authorized signatories of each of the Parties.

**Section 23. Headings.** All section headings in this Agreement are inserted herein for convenience only and shall not affect any construction or interpretation of this Agreement.

**Section 24. Entirety.**

A. This Agreement (including all documents contained within the Fuel Supplier Requirements, of which these terms and conditions are a part) is the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements, understandings and discussions between the Parties, provided that this Agreement shall not affect the rights and obligations which have accrued under any prior agreements with respect to the performance or nonperformance thereof.

B. Supplier agrees that all matters relating to the transportation of goods by Supplier will be governed by the terms of this Agreement and all referenced documents. Except as expressly incorporated herein, the provisions of Supplier's tariffs shall not apply to the Services. In the event of a conflict between the provisions of this Agreement and any document referenced herein (including but not limited to any Supplier tariff, if applicable), the terms of this Agreement shall prevail.

C. The Parties agree that the bills of lading signed by Supplier shall be considered only as receipts for freight and not as contracts of carriage between Aggreko and Supplier and that the terms and conditions set forth on bills of lading, air bills, way bills, freight bills or similar documents of Supplier shall not apply to Services provided hereunder. Proof of delivery signed without exception by or on behalf of the consignee shall be accepted by Aggreko as presumptive evidence that the shipment was delivered in complete and undamaged condition.



## FUEL SUPPLIER ACKNOWLEDGMENT

Supplier has reviewed each of the documents comprising this Fuel Supplier Packet, which are specific to providing fuel delivery services to Aggreko at Aggreko or third party locations:

- A. Business Process**
- B. Performance Requirements**
- C. Minimum Insurance Required of Fuel Suppliers**
- D. Sample Certificate of Insurance**
- E. Terms and Conditions for Fuel Suppliers**

Supplier expressly represents that the person signing this document is authorized to bind Supplier to all terms and conditions contained in the above referenced and included documents.

By submission of a response hereto or the providing of equipment or services to Aggreko, Supplier agrees to comply with all terms and conditions contained in all documents comprising this Full Supplier Packet, expressly including those identified in Section A, B, C, D, E referenced above. Supplier is deemed to have accepted all such terms upon commencement of the work. Any objections or questions must be submitted with your response. Aggreko reserves the right to disqualify Supplier or reject Supplier's application if the application is not properly completed or objections are raised to any of the materials contained herein.

_____ Signature	_____ Printed Name	_____ Date
_____ Company Name	_____ Title	