



## FREIGHT CARRIER REQUIREMENTS

Each Carrier 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 freight order should be executed unless PO# is provided by Aggreko.
- During after-hours, weekends and holidays, a freight order may be executed with verbal authorization from Aggreko, but the Carrier must contact the designated Aggreko representative the next business morning to obtain PO#.
- If a pick-up or delivery cannot be made at the agreed time, the Carrier's dispatcher must notify their Aggreko representative immediately.
- Detention Time – For any delays in excess of routine loading/unloading, or any other occurrences that will be subject to additional charges, the Carrier's dispatcher must contact their Aggreko representative immediately while the driver is still at the site where "detention" is occurring.

#### Bill of Lading

- An Aggreko Bill of Lading (BOL) will be provided for each delivery ordered. If an Aggreko BOL is not provided prior to or at the time of pick up, Carrier's driver shall be obligated to request one. When a delivery originates from a non-Aggreko site and the Carrier has no means of getting an Aggreko BOL to the truck driver, Carrier may use Carrier's BOL. However, any terms and conditions or cargo values stated or referenced on the Carrier's BOL will be inapplicable if they are contrary to either: (i) the terms and conditions located in Section E of these Freight Carrier Requirements, (ii) Aggreko's BOL Terms and Conditions, (iii) an Aggreko-issued BOL, or (iv) Aggreko's Schedule of Equipment Replacement Values. Signature by Aggreko on a Carrier-provided BOL will not be deemed an acceptance of any of Carrier's terms and conditions, as Aggreko employees are not authorized to bind Aggreko with respect thereto.
- Carrier must obtain the signature, printed name, date, and time of signature of the receiver.
- Detention Time – Any detention time **MUST BE DOCUMENTED BY THE DRIVER** on the Aggreko BOL, which must be signed by the responsible (acknowledging) party. Examples would include: waiting on a crane, onsite training, etc.

#### Price Confirmation

- The total price must be agreed at the time Aggreko places an order.
- Any changes to the price must be communicated by the Carrier via e-mail to the designated Aggreko representative and approved by email or in writing **within 1 business day of the completed delivery service**. Failure to provide any price changes within said period shall be deemed a waiver of any claim by Carrier for any increase in price.
- Issuance of an invoice, per the section directly below, is an acceptable method of price confirmation.

#### Invoicing

- Carrier's invoice must contain: Valid Aggreko PO # and attached Aggreko BOL with signed proof of delivery.
- Invoice should have standard 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 Carrier an exemplary invoice.
- Carrier must **provide the invoice for each shipment 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 Freight Carrier Requirements, the right to payment for any bills or invoices for services not submitted to Aggreko within forty five (45) days of the earlier of the original freight bill or completion of the shipment shall automatically be deemed waived.
- Carrier's 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 PO# 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 Freights Payable issuing payment.



**Payments**

- Carrier 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**

Performance Criteria	Performance Requirement
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, Carrier 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>
Aggreko Product Knowledge	<ul style="list-style-type: none"> <li>• Understanding of Aggreko item weights, weight distribution, size and lifting positions.</li> <li>• Drivers equipped with necessary binding, tie down, chains and tarp equipment.</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>
Operational	<ul style="list-style-type: none"> <li>• Responsible for properly securing all loads with the correct binders so as not to cause damage to the load that is being transported.</li> </ul>

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| <ul style="list-style-type: none"><li>• Inspection of trailer and load prior to departure. Driver assumes responsibility for all damages, losses and fines resulting from driver's failure to inspect or refuse any load or trailer that is not in transportable condition or in compliance with regulatory requirements.</li><li>• Full compliance with all regulatory requirements.</li><li>• Carrier is responsible for notifying all drivers of appropriate Aggreko contact, equipment being hauled, equipment value and delivery location before arriving for pickup.</li></ul> |
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### **C. Minimum Insurance Required of Freight Carriers**

Carrier 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 Master Agreement, bill of lading, way bill or other agreement, verbal or written ("Agreement"), for carriage of Aggreko's equipment (under endorsement form ISO 20 10 07/04 or its substantial equivalent); (2) a waiver by Carrier'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, and (4) that written notice shall be provided to Aggreko in accordance with 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 Carrier while the Agreement with Aggreko is in effect and Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence.
- Commercial 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 Carrier for Aggreko, including coverage for liability assumed in the Agreement with limits of not less than \$1,000,000 per occurrence and \$1,000,000 combined general aggregate.
- Automobile Liability insurance covering all owned, non-owned and hired motor vehicles, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 combined general aggregate.
- Motor Truck Cargo, all risk coverage on all property of Aggreko placed in the care, custody or control of Carrier, including any employed or contracted carriers to whom Carrier assigns to transport Aggreko's equipment, insuring the loss of Aggreko's property at minimum limits of \$100,000 per occurrence. The ACORD certificate shall contain the following statement: *"This will certify that the cargo insurance policy covers all risk of physical loss, regardless of negligence, for the cost of Aggreko's equipment, owned or leased, up to the limits shown on this certificate."* **Prior submission of a certificate of insurance for a lesser value shall not be deemed as an acceptance by Aggreko of liability for damage caused by the Carrier or its assignee due to insufficient insurance maintained at the time of a subsequent carriage.**
- All risk trailer interchange coverage for damage to Aggreko's trailer, if applicable.

The insurance required herein shall be written on an "occurrence" basis and not on a "claims made" basis. Carrier 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 - MINIMUM REQUIREMENTS FOR FREIGHT CARRIERS						
CERTIFICATE OF INSURANCE						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:	<i>Name of Insurer</i>		
			INSURER B:	<i>Name of Insurer</i>		
			INSURER C:	<i>Name of Insurer</i>		
			INSURER D:	<i>Name of Insurer</i>		
			INSURER E:	<i>Name of Insurer</i>		
<b>COVERAGES</b>						
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 EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (any one fire)	\$ 200,000.00
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person)	\$ 10,000.00
	Owners & Contractor's Prot				PERSONAL & ADV INJURY	\$ 1,000,000.00
					GENERAL AGGREGATE	\$ 1,000,000.00
					PRODUCTS-COMP/OP AGG	\$ 1,000,000.00
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea-accident)	\$ 1,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	ALLOWNED AUTOS				BODILY INJURY (Per accident)	
	SCHEDULEDAUTOS				PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS					
	NON-OWNEDAUTOS					
	<b>CARGO</b>				EACH OCCURRENCE	\$ 100,000.00
	<input checked="" type="checkbox"/> ALL RISK					
	SPECIFIC PERILS					
	<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	\$1,000,000.00
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00
					E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
	<b>OTHER</b>					
<b>DESCRIPTION:</b> All policies identified herein shall be endorsed to: (i) include Aggreko, LLC including its parent, subsidiaries, affiliates, and the officers, directors, agents, employees and invitees ("Aggreko Insureds") as additional insureds under Endorsement form ISO2010 or its substantial equivalent; (ii) provide for a waiver by the named insured and insurers of all subrogation rights against Aggreko Insureds and their respective insurers; (iii) provide that the policies shall be primary and non-contributory, regardless of other available insurance; (iv) provide contractual indemnity coverage in favor of the Aggreko Insureds on the liability policies, and (v) name Aggreko, LLC as Loss Payee by endorsement on the Cargo policy, if applicable, which policy provides <u>all risk</u> coverage at full replacement value of all property, whether owned or non-owned.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
<b>Aggreko, LLC</b> 4607 West Admiral Doyle Drive New Iberia, LA 70560 Attn: Purchasing Department				SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH POLICY PROVISIONS.		



## **E. Motor Carriage Terms and Conditions**

For purposes hereof, the term "Shipper" shall refer to Aggreko, the term "Carrier" shall refer to Carrier, and the term "Agreement" shall refer to these Motor Carriage Terms and Conditions.

### **Section 1. Services.**

- (a) On the terms and conditions set forth herein, Carrier shall provide to Shipper motor carrier transportation services for the transportation of commodities as requested by Shipper, within the scope of Carrier's operating authority ("Services").
- (b) Carrier shall provide, operate and maintain in good working condition motor vehicles and all allied equipment necessary to perform the Services in a safe, efficient and economical manner. All trailers furnished by Carrier shall be clean, dry and free of any defects or contaminating odor, shall not have been used to transport solid waste or other noxious products, and shall in all other respects be suitable and legal for the transportation of Shipper's commodities tendered to Carrier.
- (c) Shipments tendered to Carrier shall move on the bill of lading issued and utilized by Shipper or such other document as Shipper and Carrier may agree to use. To the extent that the terms and conditions of any other bill of lading, purchase order, service order, shipping document, or provision of Part B, Subtitle IV, Title 49 of the United States Code conflict with the terms and conditions of this Agreement, Shipper's bill of lading, and the documents incorporated herein by reference, shall control.
- (d) Carrier shall use its own and/or leased equipment when freight is transported and tendered. Carrier shall not "broker" freight unless approved, in writing, by Shipper in advance of shipment. In any case where Carrier brokers freight to another carrier, Carrier shall assure that the motor carrier selected to handle Shipper's freight meets all conditions and requirements applicable to Carrier under this Agreement, including, but not limited to (i) holding the requisite motor carrier authority issued or recognized by the U.S. Department of Transportation or former Interstate Commerce Commission and any requisite intrastate motor carrier authority or authorities, and (ii) having a safety rating issued by the U.S. Department of Transportation of no less than "satisfactory." Carrier shall continue to be liable to Shipper as if Carrier itself had performed the Services.
- (e) ALL TRANSPORTATION PERFORMED HEREUNDER DURING THE PERIOD THIS AGREEMENT IS IN EFFECT SHALL CONSTITUTE "CONTRACT CARRIAGE" AS THAT TERM IS DEFINED AT 49 U.S.C. § 13102(4) AND IMPLEMENTED AT 49 U.S.C. § 14101 (b), ADOPTED BY THE ICCTA. IN NO EVENT SHALL ANY TRANSPORTATION HEREUNDER PERFORMED BY OR ON BEHALF OF CARRIER OR BROKERED BY CARRIER FOR SHIPPER DURING THE PERIOD THIS AGREEMENT IS IN EFFECT BE DEEMED TO BE TRANSPORTATION AS COMMON CARRIAGE OR BE SUBJECT TO CARRIER'S RATE SCHEDULES AND RULES OF GENERAL APPLICABILITY. ALL RIGHTS AND REMEDIES SPECIFICALLY PROVIDED IN THE ICCTA WILL HAVE EFFECT UNLESS SPECIFICALLY INCONSISTENT WITH A PROVISION OF THIS AGREEMENT, IN WHICH EVENT THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

**Section 2: Applicability.** Upon the request of Shipper, Carrier agrees to provide the Services to all of Shipper's business units and facilities, subsidiaries, joint ventures, partners and affiliates for shipments within the United States, both intrastate and interstate, and shipments between the United States, Canada and Mexico within the Carrier's service area.

### **Section 3. Term.**

- (a) This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twelve (12) months. Unless otherwise terminated by written notice given at least thirty (30) days in advance of any expiration date hereunder, this Agreement automatically shall be renewed for successive one-year periods. Termination pursuant to this section shall be in addition to and shall not affect any of the rights or remedies available to the Parties with respect to performance or non-performance of this Agreement prior to the effective date of such termination.
- (b) Shipper may cancel this Agreement without notice upon the occurrence of any of the following events:
- (i) Carrier loses or fails to obtain any authority lawfully required by any federal or state government agency to perform Carrier's obligations under this Agreement or Carrier receives written notice from Shipper of a specific defect in authority.
  - (ii) Carrier receives a safety fitness rating other than "satisfactory" from the Federal Motor Carrier Safety Administration.
  - (iii) Carrier breaches any other material covenant, obligation, condition or requirement imposed upon it by this Agreement, and monetary damages for such default would be an inadequate remedy to Shipper.
  - (iv) Carrier receives any order appointing a receiver for Carrier or its property, or appointing an assignee for the benefit of creditors, or appointing a trustee in bankruptcy, or receives an order for the sequestration, winding up or liquidation of Carrier or the affairs of Carrier.
  - (v) Carrier makes any assignment for the benefit of its creditors or files a petition for voluntary bankruptcy or consents to the appointment of a receiver.
  - (vi) Creditors of Carrier file any petition seeking a declaration of Carrier as a bankrupt under any bankruptcy proceedings, and such petition shall have been approved by the appropriate Bankruptcy Court.
  - (vii) Carrier sustains cancellation of or reduction in the Comprehensive General Liability, Comprehensive Automobile Liability, Cargo, Workers' Compensation and/or Pollution Legal Liability Insurance coverage(s) set forth in Section 8 of this Agreement and has failed within thirty (30) days of receipt from its insurance carrier(s) of such proposed cancellation or reduction to restore the coverage(s) to the levels required by Section 9 hereof.
- (c) The following provisions of this Agreement shall survive and continue to be enforceable after expiration or termination of this Agreement: Sections 4-8, 16, 17, 19, 24 and 26.

**Section 4. Compensation; Payment Terms.** The pricing and charges for the Services to be rendered by Carrier shall be as separately agreed upon in writing by the parties. Carrier represents and warrants that Carrier's charges are equal to or lower than those contained in Carrier's tariffs or schedules that would apply in the absence of any written Agreement. If Carrier's tariff or scheduled rates are lower, than the lower rates shall apply. Any pricing terms agreed upon by the parties shall sets forth the complete list of pricing and charges applicable to the Services and no other pricing and charges shall apply. **IN NO EVENT SHALL CARRIER'S TARIFFS, SCHEDULES OR RULES APPLY IN SUCH A FASHION AS TO IMPOSE ANY ADDITIONAL CHARGES OR SURCHARGES. IF MILEAGE RATES WILL BE EMPLOYED, THE DOCUMENT MEMORIALIZING THE AGREED UPON PRICING MUST SPECIFY WHICH MILEAGE GUIDE WILL BE UTILIZED FOR CALCULATING THE APPLICABLE RATE.**

(a) Unless Carrier is set up on Shipper's electronic purchasing card system, Carrier shall promptly invoice Shipper (or the Shipper-authorized freight payment company), and Shipper shall pay (or cause such freight payment company to pay) the amount due in U.S. dollars within forty-five (45) days from the date of receipt of Carrier's invoice. Carrier shall transmit all invoices by email to [ft-fuelinvoices@aggreko.com](mailto:ft-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.

**(B) 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 THE EARLIER OF RECEIPT OF THE ORIGINAL FREIGHT BILL OR COMPLETION OF THE SHIPMENT.**

**Section 5. Taxes.** Carrier shall be solely responsible for payment of all fees, taxes, permits and licenses required by federal, state, or local authorities in connection with the provision of Services under this Agreement.



**Section 6. Liability for Loss or Damage; Liens on Goods.**

(a) Except as otherwise provided in this Section 6, Carrier shall be liable for the actual loss, damage or injury to the cargo handled and transported by Carrier. In no event shall Carrier's liability be subject to deductibles, released rates, maximum or declared valuations, surcharges or any other device designed to reduce such liability. The measurement of loss of or damage or injury to Shipper's freight shall be the Replacement Value of that freight as set forth in Shipper's most recent schedule of Equipment Replacement Values published prior to the date of loss, which is available upon request, and accessible at <http://us.aggreko.com/useful-links/terms-of-business>, incorporated herein by reference. Carrier expressly acknowledges access thereto and accepts the Replacement Values stated therein by reference. Said value and Carrier's liability for same shall apply regardless of the value identified on Shipper's way bill or bill of lading and regardless of whether Shipper or Shipper's customer provided assistance during loading or unloading of Shipper's freight. **UNLESS OTHERWISE DIRECTED IN WRITING BY SHIPPER, UNDER NO CIRCUMSTANCES SHALL CARRIER CAUSE, SUFFER, OR PERMIT THE SALE OR DISPOSAL OF ANY DAMAGED (OR LOST AND RECOVERED) FREIGHT AS SALVAGE OR OTHERWISE, BUT SUCH DAMAGED FREIGHT SHALL BE RETURNED BY CARRIER TO SHIPPER AS DIRECTED BY SHIPPER.**

(b) Throughout the performance by Carrier of Services hereunder, Carrier at no time shall obtain any right, title and/or interest in the goods transported, and shall keep the goods free from any and all liens and claims, and shall do or permit no act or thing whereby Shipper's (or such other third party's) title or rights to the goods shall be encumbered or impaired.

**Section 7. Indemnification.** CARRIER AGREES, AT ITS OWN EXPENSE, TO DEFEND AND INDEMNIFY SHIPPER, AND HOLD SHIPPER HARMLESS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, EXPENSE, DAMAGE, CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEYS' FEES, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING IN ANY MANNER FROM, OR OCCURRING IN CONNECTION WITH, THE PERFORMANCE OF THE SERVICES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SHIPPER.

**Section 8. Insurance.** Carrier shall obtain and maintain in effect during the term of this Agreement the following insurance coverage's with an insurance company or companies reasonably acceptable to Shipper in the amounts and per the requirements identified in Section C (Trucking Supplier Insurance Requirements) of the Freight Carrier Requirements to which this document is attached.

**Section 9. Force Majeure.** Failure or delay of a Party in the performance of its obligations under this Agreement shall not subject such Party to liability hereunder if and to the extent that such failure or delay is caused by acts of God, compliance with any governmental order, strikes, lockouts, casualties, or other causes beyond the affected Party's reasonable control. Provided, however, an act of God shall not be deemed a force majeure event if a freight delivery order is accepted for delivery after the force majeure event has already been identified (i.e., a hurricane or tropical storm has been identified by the national weather service with a potential or projected travel pattern that may traverse carrier's delivery route). The Party whose performance is affected shall promptly provide written notice to the other, explaining in detail the full particulars and expected duration thereof, and shall use best efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

**Section 10. Compliance with Law.** Carrier shall comply with all applicable federal, state, and local laws, executive orders, rules and regulations in the performance of the Services, including, without limitation, U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for safety and hazardous substances. Shipper shall not be liable for any discharge, spill or other incident, including without limitation, expenses for any clean-up costs, involving any materials transported hereunder, unless such discharge, spill or other incident is due to the fault of Shipper. If this Agreement shall require the presence on Shipper's premises of Carrier's employees, subcontractors or others under Carrier's control, Carrier shall comply with all applicable governmental regulations and all rules/procedures of Shipper's premises, encompassing, without limitation, those relative to environmental quality, health, safety, security and fire protection. Except for those instances provided for in Section 12 of this Agreement, Carrier shall at all times provide all equipment that is used in the performance of this Agreement, including all equipment to ensure the safety of all employees, subcontractors or others under Carrier's control.

**Section 11. Shipper's Provision of Trailers.** At the sole and exclusive option of Shipper, shipment may be tendered to Carrier in or on trailers owned or furnished by Shipper, and Carrier agrees to transport such shipments subject to the terms, conditions and provisions of this Agreement, including the line-haul rates and charges agreed upon by the parties as applicable to shipments transported in or on such trailers. It is understood and agreed by and between the Parties that the said rates and charges shall be applicable only to the gross weight of the goods and materials transported in or on such trailers (and shall be deemed to include full payment and compensation for the return of such trailers by Carrier to the point of origin of such goods and materials, if ordered by Shipper).

Carrier shall be liable to Shipper for any injury or damage to, or for any loss, theft or mysterious disappearance of, any such trailer while in the possession of or under the control or dominion of Carrier. Carrier shall defend, indemnify and hold harmless Shipper from and against all loss, damage, fine, liability, expense, actions and claims for injury to persons, including injury resulting in death, and damage to property, resulting from, arising out of or in connection with Carrier's use, operation, possession, control, maintenance, repair or transportation of any such trailer, except injury or damage caused by a latent defect in such trailer or the sole negligence of Shipper. Carrier shall be responsible for inspection of the trailer for determination of road worthiness prior to transport.

In no event shall Carrier use or operate or cause, suffer or permit the use or operation of any such trailer by any person other than Carrier or for the transportation of any freight or property other than freight or property tendered for transportation by or on behalf of Shipper or Shipper's designee except, in such instance, with the express prior authorization or approval of Shipper; provided, however, that any such authorization or approval shall not be construed to relieve Carrier of any of its responsibilities, liabilities or obligations under this Section 11.

**Section 12. Responsibility for Loading of Freight.** Carrier shall be solely responsible for securing any load it is called upon to transport under this Agreement and identifying the appropriate placement of the load in or on the trailer regardless of any notation to the contrary (including "shipper's weight load and count" or any similar language) that may be placed on the bill of lading associated with that load and regardless of any labor assistance or supplies (including chains, ropes or other binding materials) that may be provided by Shipper or third parties. Carrier accepts responsibility for any and all damages, injuries and losses occurring in transit.

**Section 13. Controlled Substance and Alcohol Testing.** Carrier shall establish programs that comply with federal and state laws, regulations, and executive orders regarding the use of controlled substances and the use of alcohol by Carrier employees and contractors.



#### **Section 14. Delays.**

- (a) Carrier acknowledges that Shipper could sustain irreparable harm in the nature of termination of existing rental agreements with its customers, loss of future business with those customers, loss of goodwill and other damages resulting from delivery delays or failure to deliver. Because Shipper is an emergency response supplier and the guaranty of timely delivery is an essential element of the services Aggreko provides to its customers, time is absolutely of the essence.
- (b) Carrier shall be required to provide Shipper with a confirmation of availability and ability to complete the requested pick-up and delivery within the time parameters requested by Shipper within one (1) hour of Shipper's call (or earlier if required by Shipper). If Carrier or its driver anticipates or experiences any delays in arriving at the specified location as set forth herein or as otherwise required by Shipper at the time of the call, Carrier shall immediately notify Shipper of the reason for and the anticipated duration of the delay.

#### **Section 15. Dispatcher.**

- (a) Carrier will provide a dispatcher who will be available, on call and responsible for immediate dispatch or coordination around the clock at all times contemplated herein.
- (b) Carrier will be responsible for supplying suitable relief to cover the responsibilities of the dispatcher during the dispatcher's absence.
- (c) Carrier 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 Shipper's delivery needs.

#### **Section 16. Carrier's Operations and Driver Requirements.**

- (a) Driver must have a means of immediately contacting the dispatcher and Shipper 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.
- (d) Carrier and all drivers used by Carrier 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 Shipper, Carrier will engage for its services hereunder only competent, able, legal and properly licensed personnel with good customer/personal relation skills.

**Section 17. Reports & Required Data.** Carrier will provide to Shipper, as a normal requirement of this agreement, the following items and other reasonable information as stated below or as otherwise may be requested from time to time:

- (a) Hard copy invoice support documentation for all orders from Shipper no later than 10 days from the date of completion of carriage.
- (b) Bill of lading, delivery ticket and/or other proof of each delivery no later than 10 days from the date of completion of carriage.
- (c) The names and 24 hour contact information for all dispatchers.
- (d) The names and 24 hour contact information for each driver.

Additionally, Carrier shall provide Shipper with (i) copies of Carrier's federal and state motor carrier licenses, permits, certificates, registration, and authorities, (ii) copies of Carrier's insurance certificates and AM Best rating; (iii) confirmation of Carrier's current DOT safety rating, and (iv) copies of Carrier's hazardous materials certifications.

**Section 18. Hazardous Materials.** Carrier represents and warrants that its employees and contractors are qualified to handle properly packaged and labeled hazardous materials offered for shipment by Shipper under this Agreement. Shipper shall provide all required shipper documentation for any hazardous materials offered for transportation under this Agreement.

**Section 19. 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 otherwise require the application of the law of another jurisdiction.

**Section 20. Independent Contractor.** Carrier acknowledges and agrees that it is an independent contractor and that its personnel are not Shipper's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any of Shipper's employee benefits. Carrier assumes sole and full responsibility for the acts of its personnel, and Carrier and its personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Shipper in any manner whatsoever. Carrier, and not Shipper, 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. Carrier has no authority to enter into contracts or make quotations, representations or warranties on behalf of Shipper, or to commit Shipper to any obligation whatsoever.

**Section 21. Non-Exclusivity.** This Agreement does not establish an exclusive relationship between Shipper and Carrier for the provision and utilization of transportation services. Shipper is free to deal with other carriers, and Carrier is free to provide transportation services to other customers.

**Section 22. 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 Carrier at the address identified in the Supplier Application Packet and to Shipper, at: Aggreko, LLC, 4607 W. Admiral Doyle Drive, New Iberia, LA 70560, Attn: Legal Department; Facsimile: (337) 367-0874; email: legal3@aggreko.com.

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 23. Assignment.** Carrier 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 Shipper's prior written consent, and any attempt to do so shall be void. Shipper 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 Carrier's consent and upon written notice to Carrier.





**Section 24. Records.** Carrier and Shipper 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 25. 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 26. Confidentiality.** Carrier shall maintain as confidential and shall not disclose to any third party except as necessary in the performance of this Agreement any information concerning Shipper and Shipper's volumes, routes and destinations and any information concerning the rates and/or terms of service of this Agreement.

**Section 27. 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 28. 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 29. 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 30: Entirety.**

- (a) This Agreement (including all documents contained within these Freight Carrier Requirements packet referenced herein) 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) Carrier agrees that all matters relating to the transportation of goods by Carrier will be governed by the terms of this Agreement and all referenced documents, including Shipper's bill of lading and its terms and conditions, which shall be read in conjunction with this Agreement. Except as expressly incorporated herein, the provisions of Carrier'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 Carrier tariff, if applicable), the terms of this Agreement shall prevail.
- (c) The Parties agree that the bills of lading signed by Carrier other than Shipper's bill of lading shall be considered only as receipts for freight and not contracts of carriage between Shipper and Carrier, and that the terms and conditions set forth on bills of lading, air bills, way bills, freight bills or similar documents of Carrier or a third party shall not apply to Services provided hereunder. Proof of delivery signed without exception by or on behalf of the receiver shall be accepted by Shipper as presumptive evidence that the shipment was delivered in complete and undamaged condition.





## FREIGHT CARRIER ACKNOWLEDGMENT

Carrier has reviewed each of the following requirements, specific to providing Aggreko freight services:

- A. Business Process**
- B. Performance Requirements**
- C. Minimum Insurance Required of Freight Carriers**
- D. Sample Certificate of Insurance**
- E. Motor Carriage Terms and Conditions**

Carrier expressly represents that the person signing this document is authorized to bind Carrier 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, Carrier agrees to comply with all terms and conditions contained herein expressly including those identified in Section A, B, C, D and E referenced above, and Aggreko's Bill of Lading Terms & Conditions and Equipment Replacement Values, which are available at <http://us.aggreko.com/useful-links/terms-of-business> and are incorporated herein by reference. Carrier acknowledges its receipt thereof by reference and 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 Carrier or reject Carrier'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