

## AGGREKO BILL OF LADING TERMS AND CONDITIONS

§ 1. (a) The Carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) Except in case of negligence of the Carrier or party in possession (and the burden to prove freedom from such negligence shall be on the Carrier or party in possession), the Carrier shall not be liable for loss, damage, or delay, caused by an act of God, public enemy, authority of law, act or default of the shipper or owner, or resulting from a defect or vice in the property.

§ 2. (a) Carrier is bound to transport said property in time for any particular market and, in the event of delay, shall be liable for lost rentals and other consequential damages. Carrier shall not have the right to forward said property by any carrier or route between the point of shipment and the point of destination except upon request by the shipper or owner.

(b) Carrier shall be liable to shipper for loss or damage to the shipment for the "Cargo Value" shown on the Bill of Lading. Provided, however, if no such Cargo Value is designated or a discrepancy exists between the Cargo Value shown on the Bill of Lading and the "Replacement Value" identified on shipper's website, then the Replacement Value identified on shipper's website shall control.

(c) Carrier acknowledges that it has access to the Replacement Values available at <http://www.us.aggreko.com/useful-links/terms-of-business>, which are incorporated herein by reference, and acknowledges its receipt thereof by reference, and accept the values identified thereon.

§ 3. (a) Claims must be filed in writing with a participating Carrier within one year after delivery of the property or, in the case of failure to make delivery, within one year after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with this Section 3, no Carrier hereunder shall be liable, and such claims will not be paid.

(c) Any Carrier or party liable for loss of or damage to any property shall not have the full benefit of any insurance obtained by the shipper or beneficial owner that may provide coverage for loss of said property.

(d) Any Carrier or party liable for loss or damage shall not have the right to salvage or sell the commodities transported for any reason. Any salvage value may be deducted from the Cargo Value as shown on the Bill of Lading or the Replacement Value in settling the claim.

§4. The shipper or receiver shall pay the freight and all other lawful charges accruing on said property in accordance with the Freight Charge Terms indicated on the Bill of Lading.

§ 5. If this Bill of Lading is issued on the order of the shipper or his agent in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of Cargo Value or otherwise, or election of common law or bill of lading liability, on or in connection with such prior bill of lading, shall be fully incorporated into this Bill of Lading as if the same was written on or made in connection with this Bill of Lading. In the event of conflict, the terms contained herein governing this Bill of Lading shall control.

§ 6. (a) All surface transportation provided under this Bill of Lading shall be subject to federal statutes and common law otherwise applicable to the regulation of interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined

by the applicable bill of lading and under laws and regulations applicable to transportation by water.

§7. These Terms and Conditions of this Bill of Lading are subject to the provisions of a contract (if any) between shipper or receiver and Carrier.

§8. Carrier shall furnish ACORD certificate(s) evidencing the insurance required below is in full force and effect and identifying: (1) shipper as the certificate holder and as an additional insured as to claims for damages arising out of a bill of lading, way bill or other agreement ("Agreement") for carriage of shipper's property (under ISO endorsement form CG 2010 07/04 or its substantial equivalent); (2) a waiver by Carrier's insurers of subrogation against shipper (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 thirty (30) days' advance written notice shall be provided to shipper in the event of material change or cancellation.

The required insurance is as follows:

(a) 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.

(b) 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 Vendor for Aggreko, including coverage for liability assumed herein with limits of not less than \$2,000,000 per occurrence and \$2,000,000 combined general aggregate.

(c) 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.

(d) Motor Truck Cargo insurance with all risk coverage on all property placed in the care, custody or control of Carrier, including any employed or contracted carriers to whom carrier assigns to transport of the property, insuring the property at the total Cargo Value shown on the Bill of Lading or, if no Cargo Value is shown on the Bill of Lading, the Replacement Value referenced in Section 2(c) above. 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 full replacement cost of Aggreko's property, owned or leased."* 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.

(e) 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.

§9. (a) Carrier expressly waives any claim carrier may have for payment against shipper for any carriage made through the services of a freight broker, freight forward or other intermediary ("Intermediary") and payment is made by shipper to the Intermediary.

(b) Shipper may, in its sole discretion, issue payment to carrier and the Intermediary as joint payees.

(c) Shipper may withhold payment or offset against any amounts due and owing to carrier and sums that are due and owing to shipper.