

Aggreko Italia- General Terms and Conditions

These Terms and Conditions apply to the “service of continuity of energy” and the related services by Aggreko Italia S.R.L., Assago, Milano, numero 03642980969 (“Aggreko”) to any customer (the “Client”).

Every “service of continuity of energy” involves the Client’s acceptance of these Terms and Conditions. Aggreko’s

offer (including the Client's irrevocable acceptance thereof), delivery note, invoice and return note and these Terms and Conditions comprise the entire contract, agreement and understanding between Aggreko and the Client (the “Contract”) and no other terms and conditions, or pre-contractual statements or representations, shall form part of the Contract. The Contract supersedes any previous agreement between the parties relating to the subject matter of the Contract and also supersedes any terms and conditions, documents or terms from the Client.

1. Definition

"Service Period" means the time from when the Plant leaves Aggreko's depot or place where otherwise dispatched until received back at Aggreko's depot or delivered to another place named by Aggreko (acting reasonably).

"Client" means the party benefiting from Aggreko's service and named as such in the completed Aggreko's Proposal and shall include its successors, assignees or personal representatives.

"Force Majeure Event" means any event caused by any change of date and/or electronic date recognition, strike, lock-out, riot, civil commotion, insurrections, Terrorism or suspected Terrorism, threat of Terrorism, act of war (whether or not officially declared) or civil war, war-like action, act of any Parliament, government, agency or department (whether local or national), natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption or any other circumstances beyond the reasonable control of Aggreko.

"Parties" or "Party" means Aggreko and/or the Client, as appropriate.

"Plant" means all plant and equipment of whatever nature used for the “service of continuity of energy” provided by Aggreko to the Client.

"Working Day" means the days from Monday to Friday, except bank holidays.

"Normal Working Hours" means 8 am to 5 pm on each Working Day.

"Site" means the site to which the Plant is delivered (or to be delivered) on the Client's instructions.

2. Duration of validity of the offer

The offer has a validity of 30 days subject to the availability of the Plant except if otherwise stated in the offer.

3. Service Period

3.1 Service Period

The Service Period is defined in the offer (with a minimum of 3 days invoiced).

3.2 Early termination by the Client

In the event the Client requests early termination of the Contract, the Client shall pay the full amount of service fees and service charge outstanding until the end of the Contract.

3.3 Extension of Service Period

The duration of the Service Period is defined in the offer. Continuation of the Service Period beyond the term specified in the offer shall not be tacit. The Client must request in writing such continuation at least 7 days before expiry of the agreed Service Period. Aggreko shall have the choice to accept or not the extension. The acceptance of Aggreko must be notified in writing. Regardless of whether Aggreko responds in writing, the service fee is due by the Client until the Plant is returned to an Aggreko site. In the case of Aggreko refusing the extension of the Service Period, the Plant should be made available for collection as initially agreed and in compliance with Clause 12.

4. Ownership of Plant

4.1 Exclusion of property transfer

The Plant is and shall at all times remain the property of Aggreko and the Client shall have no right, title or interest in the Plant. The Client shall not remove or deface any plate or marking on the Plant identifying Aggreko as the owner of the Plant. The Client shall keep the Plant free and clear of any and all diligence, distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind and shall give Aggreko prompt notice of any encumbrance, charge, lien, attachment, diligence, judicial process or any similar event to any of the foregoing affecting the Plant. Without prejudice to Clause 16.1, the Client shall indemnify Aggreko upon Aggreko's written demand against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 4.1.

4.2 Change of Site

The Client must not move the Plant from the Site without the prior written consent of Aggreko.

4.3 Access

The Client shall allow Aggreko's employees, servants, agents and insurers access (including vehicle access) to the Plant at all reasonable times to inspect, test, adjust, maintain, repair or replace it. The Client shall be responsible for providing safe and proper access both for such purposes and for delivery and collection of the Plant and shall be liable for all loss or damage suffered by Aggreko or by Aggreko's employees, servants, agents or insurers as a result of the Client's failure to provide or delay in providing such safe and proper access.

4.4 Rehiring

The Client must not rehire, sublet, lend or otherwise make the Plant or any part of it available to any third party without the prior written consent of Aggreko. The Client shall indemnify Aggreko against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 4.4.

5. Care of Plant

5.1 Responsibility of the Client

The Client shall be entirely responsible (in each case at its own cost, unless agreed otherwise by the parties in writing) for

- (a) the safekeeping and insurance of the Plant during the Service Period; and
- (b) the use of the Plant in compliance with its specification and relevant laws or regulations.

The Client shall ensure that the Plant is not operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Plant (except normal wear and tear).

5.2 No use of defective Plant

The Client shall monitor the condition of the Plant and shall not operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation. If the Client or any employee, servant or agent of the Client does operate the Plant in such condition the Client shall

- (a) be solely responsible for any resulting damage, loss or accidents; and
- (b) indemnify and hold harmless Aggreko in respect of any loss or damage suffered by Aggreko and against any resulting claims made against Aggreko (in addition to any obligation under Clause 16.1).

5.3 Aggreko operator

The Client shall be responsible in all the aforementioned situations regardless of whether Aggreko's operator(s) participate in the operation of the Plant. The Client shall not permit any person to operate the Plant without Aggreko's prior consent in writing.

6. Maintenance

6.1 Recall

Aggreko may recall any or all Plant and substitute equivalent Plant for such recalled Plant, upon giving thirty (30) days' written notice to the Client. The notice period will be reduced to 24 hours when the recall is justified by a safety issue. Aggreko will not incur any liability to the Client in respect of or in connection with such recall so long as there is no material interruption in the service provided to the Client (other than a reasonable period to allow for disconnection of the recalled Plant and connection of the substitute Plant).

6.2 Maintenance/service

Aggreko shall, either itself or via a contractor, provide regular maintenance and servicing during the Contract in accordance with Aggreko's standard practice. The Client shall make the Plant available to Aggreko for the purpose of carrying out maintenance or service within (a) 7 days of Aggreko advising the Client of such maintenance or service being due in case of routine, or (b) immediately in case of safety or breakdown risk.

6.3 Maintenance outside Normal Working Hours

For any predictable routine maintenance or service, in case the Client can only make the Plant available outside Normal Working Hours Aggreko reserves the right to charge the Client for overtime costs.

6.4 Information on change of running mode

Aggreko plans routine maintenance according to the expected due date based on the date of the last service and the agreed running mode in the Contract. Consequently, any change in the conditions of use such as daily hours of running and temperature of the operation environment must be immediately notified to Aggreko. If the Client fails to notify Aggreko of such changes and Aggreko engages costs for unnecessary maintenance, the Client will be charged for the travel and the working hours of the operators travel. If the Client fails to notify Aggreko of such changes and the Plant operates beyond the maintenance interval, the Client shall compensate Aggreko for additional wear, tear and damage to the Plant by paying the full cost of both the next service and any consequent repairs.

6.5 Rent fees during maintenance

For regular maintenance or unexpected urgent work carried out due to an obligation resting on Aggreko, the Client is still liable to pay the rent fees for that period of non-use unless it lasts for over 4 hours.

7. Breakdown

7.1 Information by Client

The Client must notify Aggreko of any breakdown or the unsatisfactory working of any part of the Plant immediately. No notification shall be effective unless and until it is actually received by Aggreko. The Client shall not attempt to carry out repairs himself or to engage any third party to carry out any repairs except with the express prior authority of Aggreko. If there are stoppages outside Aggreko's control, Aggreko will not accept any relief from hiring costs (except to the extent that such stoppages arise as a direct result of a Force Majeure Event) nor any other claims however they arise. In all cases, the Client shall be solely responsible for the costs and expenses of recovering any Plant from soft ground and shall, where required to do so by Aggreko, make arrangements for such recovery.

7.2 Cost borne by Aggreko

If any Plant breaks down or suffers a defect through proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination by the Client in accordance with Clause 9 Aggreko shall choose either:

- (a) to repair it at Aggreko's expense and with the least reasonably practicable delay. In this case the Client shall not be charged rent fees from its notification of a breakdown to Aggreko until repair; or
- (b) to replace the relevant Plant.

7.3 Cost borne by the Client

If any Plant breaks down or suffers a defect for any other reason Aggreko shall choose, either: (a) to repair it at the Client's expense (and without prejudice to the obligation of the Client to pay any sums due to Aggreko under the Contract until repair is completed) or (b) to replace the relevant Plant at the Client's cost and expense.

If an expertise is necessary to determine the reason of the breakdown or defect, and the expertise concludes that it is not due to any reason listed under Clause 7.2 above, the Client will bear the costs of the expertise.

7.4 Termination if repair or replacement not possible

However notwithstanding Clauses 7.2 and 7.3, if repair is impracticable despite Aggreko's reasonable efforts and if replacement Plant is not available at affordable cost Aggreko may terminate the hiring immediately and will not have any liability whatsoever to the Client for such termination or any consequences of such breakdown, defect or termination.

8. Transportation and delivery

8.1 Inward and outward transportation

Unless Aggreko and the Client have agreed otherwise in writing, Aggreko shall organise and carry out the outward transportation and delivery of the Plant from the collection place specified by Aggreko to the Site and the subsequent return of the Plant to the place specified in accordance with Clause 12.1. The Client shall bear the cost of transportation.

8.2 Transportation for repair or replacement

If the Plant has to be transported for repair owing to damage or breakdown, then

- (a) the cost of such transportation shall be met by Aggreko where Aggreko is responsible for the cost of repair under the Contract; and
- (b) the cost of such transportation shall be met by the Client where the Client is responsible for the cost of repair under the Contract.

The cost of transporting the replacement Plant to the Site shall be borne by the relevant party on the same basis.

8.3 Delivery time

Delivery times communicated to the Client are for information only. Although Aggreko will do its best efforts to meet them, Aggreko shall not be responsible for any delay regardless of the reason of said delay.

8.4 Loading and unloading

The Client shall be responsible for loading and unloading the Plant at the Site with the required crange, regardless of whether Aggreko's operator(s) participate(s) in the loading and unloading and crange. For the avoidance of doubt, any time period agreed by the parties for installation and commissioning shall not commence until the Client has completed such unloading and located the Plant in its required position.

9. Receipt

The Client shall carry out a reasonable visual inspection of the Plant on delivery to the Site or as soon as practicable afterwards and shall promptly (and in any event within 24 hours) notify any missing parts of Plant and apparent damage or defects to Aggreko. Unless notification to the contrary in writing is received by Aggreko within 24 hours of the date of delivery of any Plant on Site or (where applicable and if later) completion of installation on Site of any Plant, all Plant will be deemed to have been delivered and (where applicable) installed in good working condition, free from apparent damage or defects, and to the Client's satisfaction.

10. Commissioning, decommissioning

10.1 Unless Aggreko and the Client have agreed otherwise in writing, Aggreko is in charge of commissioning and decommissioning the Plant at the price defined in the offer.

10.2 In the case of the Client being in charge of commissioning the Plant, if the Client does not succeed and requires the assistance of Aggreko, the Client will be charged (a) assistance fees and travel cost when incurred and (b) the rent fees during the non running period. Aggreko shall not be held responsible for delays.

10.3 In the case of the Client being in charge of decommissioning the Plant, if the Client is late and/or does not succeed and/or requires the assistance of Aggreko, the Client will be charged (a) assistance fees and travel cost when incurred, (b) extra transportation cost due to waiting time or the need to organise extra transportations and (c) the rent fees during the extended Service Period until the Plant is returned to the planned Aggreko's location.

11. Specific regulation

11.1 Site conditions

The Client is solely responsible for ground conditions at the Site. If the ground at the Site is soft or unsuitable for the Plant to work on or travel over without timbers or equivalents, the Client shall at its own cost supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over or work on.

11.2 Parking and running permit

The Client must if applicable obtain at its own expenses and under its own responsibility all necessary permits and authorisation from the relevant authorities for the parking and operation of the Plant.

11.3 Fuel, oil, lubricants and coolants

Fuel, oil, lubricants and coolants shall, when supplied by the Client after agreement of Aggreko, be of a grade and type specified by Aggreko.

11.4 Daily check by Client

The Client shall at its own cost check lubricating oil and coolant levels in the Plant daily and ensure that these are kept at the level required for the proper operation of the Plant in accordance with Aggreko's specification.

11.5 Connections to mains

The electrical connections of the Plant to the Client's installations will be assessed, decided upon and carried out by the Client under the Client's exclusive responsibility.

11.6 Work at height

Aggreko's employees are authorised to work at height only in the presence of suitable protective measures.

12. Duty to return

12.1 Restitution at the end of the Service Period

The Client shall be entirely responsible for the return of all Plant to Aggreko on completion of the agreed Service Period. Such Plant shall be returned to Aggreko in good working condition, fair wear and tear excepted, and in the same state as it was initially handed over (when Plant includes cables, the Client shall be responsible for recoiling cables on drums supplied or winding them up in the boxes supplied).

12.2 Return note

On expiry of the Service Period, at the time of return of the Plant, an operator of Aggreko will draw up and sign, in the presence of the Client, a return note specifying the condition of the Plant and the remaining amount of fuel. The return note must be countersigned by the Client, with any comments it wishes to make. In the event it is not signed by the Client, the return note will be sent to the Client who will have to respond within 5 working days to Aggreko if it does not agree with the content of the return note. If the Client does not react within 5 working days, the content of the return note prepared by Aggreko shall be regarded as final and accepted by the Client. Aggreko shall inform the Client within 5 working days if the Client failed to return the Plant in good working condition (fair wear and tear excepted) or if some parts of the Plant are missing.

12.3 State of Plant

If the Client returns any of the Plant in any other condition for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Client or its employees, servants or agents), then the Client shall be liable to Aggreko for

(a) the full cost of any repairs which Aggreko shall deem necessary or desirable; or

- (b) the whole cost of replacement of such Plant if Aggreko considers that such repairs would not be practicable or cost effective; and
- (c) Aggreko's hiring costs for the Plant:
 - (i) while the Plant is idle owing to any such repairs; and
 - (ii) where relevant, until the payment of the costs referred to in Clause (b) above (but without affecting Aggreko's right to receive hiring costs in respect of the Contract).

12.4 Delay of return

If the Client fails to return any of the Plant for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Client, its employees, servants or agents), then the Client shall be liable to Aggreko for

- (a) the whole cost of replacement of such Plant; and
- (b) Aggreko's hiring costs in respect of such Plant until payment of the costs referred to in Clause (a) above.

13. Insurance

13.1 Client responsible for insurance

The Client shall be responsible at its own expense for insuring the Plant and itself against all and any risks in respect of the Plant. These risks will include, for the avoidance of doubt, theft, malicious and accidental damage, fire, flood any risks arising from the presence or operation on or at the Site of the Plant (including, without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Plant). Such insurance shall be maintained from the time when the Plant is delivered to the Site until the Plant is subsequently uplifted from the Site and shall also cover transportation where this is the responsibility of the Client. Any insurance monies recovered by the Client in respect of such risks shall, to the extent deemed necessary by Aggreko, be applied as directed by Aggreko. *Parties agree that Aggreko shall be named as beneficiary of the insurance policy entered into by the Client.*

13.2 Insurance certificate

The Client shall give Aggreko evidence of the Client's insurance prior to the delivery of any part of the Plant. If the evidence of the Client's insurance is not received by the agreed time for delivery, the price of insurance obligation waiver will be charged.

13.3 Insurance obligation waiver

If agreed in writing with Aggreko or if the evidence of the Client's insurance is not received by the agreed time for delivery the Client will under certain conditions purchase Aggreko's insurance obligation waiver (the "IOW"). In this case, the terms and conditions set out in the Appendix (Insurance Obligation Waiver) shall apply.

Liability of the Client under Clause 15.3 is not covered by the insurance obligation waiver.

Claims by third parties including the employees of the Client are not covered by the insurance obligation waiver. The Client shall thus be responsible for insuring the Plant against those claims even in case of purchase of Aggreko's insurance obligation waiver.

13.4 Client's obligations

The Client must note specifically its obligations under Clauses 5, 7, 12, 15 and 16, which shall apply whether or not the Client has obtained insurance or whether or not the IOW applies. However, if the IOW applies then the terms and conditions set out in the Appendix (Insurance Obligation Waiver) shall also apply.

13.5 Information on loss or damage

The Client shall inform Aggreko immediately of loss of or damage to the Plant and, where the possibility that any loss or damage has been caused by a third party cannot be ruled out, notify the loss or damage to the police and send a copy of the written report of that notification to Aggreko without delay

13.6 Information on accident

If the Plant is involved in any accident resulting in injury to persons or damage to property, the Client must notify Aggreko immediately by telephone and confirmed in writing. The Client must not make any admission, offer, promise of payment or indemnity without Aggreko's consent in writing.

14. Aggreko liability limitation

14.1 Information and advice

The Client recognises and accepts that in entering into the Contract Aggreko will rely on any advice, statement, representation or warranty given by the Client to Aggreko or its employees, servants or agents, including in relation to the Plant, its use (whether regarding specification, performance capability or suitability for any purpose) and location. Aggreko shall not be liable to the Client to the extent that any breach of contract, negligence, tort, or other ground for liability is due to any such advice, statement, representation or warranty being incorrect, incomplete or misleading.

14.2 Consequential loss

Aggreko shall not in any event be liable to the Client for any indirect or consequential loss (including, but not limited to, loss of business and/or profits) suffered by the Client whether arising from breach of contract, negligence, tort, or otherwise, or any other fault on the part of Aggreko or its employees, servants or agents and whether or not in the contemplation of Aggreko and/or the Client at or prior to the commencement of the Contract.

14.3 Injury, death

Nothing in the Contract shall operate to exclude or limit Aggreko's liability for the death or personal injury of any person caused by the negligence or wilful recklessness of Aggreko or its employees, servants or agents.

14.4 Aggreko's liability

Aggreko shall accept liability for damage, loss or injury to the Plant arising

- (i) during erection of the Plant on Site provided such erection is entirely within Aggreko's control;
- (ii) during dismantling of the Plant on Site provided such dismantling is entirely within Aggreko's control.

14.5 Exclusion of Warranty

Aggreko makes no representations and gives no warranties - statutory, implied or other - either as to the Plant itself, or as to the quality and condition of the Plant, or as to its suitability for any particular or general purpose.

14.6 Limitation of liability

Without prejudice to Clause 14.4, Aggreko's liability for damages in respect of the Contract (whether arising from breach of contract, negligence, tort, or otherwise) shall in no event exceed 80% of the total hiring costs (excluding costs passed on to the Client such as transportation costs, fuel costs and others), if any, received from the Client by Aggreko under the Contract.

14.7 Force majeure

Aggreko shall have no liability for, nor for any direct or indirect consequence of, any delay or failure on its part in carrying out any or all of, or any part of any of, its obligations under the Contract if such delay or failure is attributable to the failure of any part, component or item of the Plant caused by or occurring in connection with any Force Majeure Event. For the avoidance of doubt, this Clause 14.7 shall operate to exclude the liability of Aggreko for such delay or failure by the occurrence of the Force Majeure Event and no notice shall be required to be given by or to either party.

14.8 Limitation on claims

Any claim against Aggreko becomes time-barred after the lapse of one year from the occurrence of the facts on which the claim is based.

15. Client liability

15.1 Cancellation fee

If the Client cancels the Contract up to one week before the commencement of the Service Period originally scheduled by Aggreko and the Client, the Client will be due to pay 30% of the fees that would have been payable on performance of the Contract. If the Contract is cancelled within one week before the commencement of the Service Period originally scheduled by Aggreko and the Client, the Client will be due to pay 100% of the fees that would have been payable on performance of the Contract.

15.2 Legal expenses

The Client shall be responsible for all costs, charges and expenses including properly incurred legal fees and costs incurred by Aggreko

- (a) in recovering possession of the Plant; or
- (b) in the collection of any sums which may be due and owing by the Client to Aggreko under the Contract; and
- (c) in the defence of any action brought against Aggreko in respect of any costs, loss, damages or other expenses caused directly or indirectly by or in connection with the operation of the Plant to any person while the Plant is in the possession or under the control of the Client.

15.3 Damages on Plant deteriorations due to non compliance with the terms of the Contract

If breakdown or damage occur to any of the Plant owing to

- (a) failure by the Client to observe any terms of the Contract;
- (b) negligence or misuse by the Client or its employees, servants or agents; or
- (c) wilful or accidental damage however occurring;

the Client shall be liable to Aggreko for

- (i) the full cost of any repairs which Aggreko shall deem necessary or desirable; or
- (ii) the whole cost of replacement of such Plant if Aggreko considers that such repairs would not be practicable or cost effective; and
- (iii) Aggreko's hiring costs for the Plant
 - (A) while the Plant is idle owing to any such breakdown or damage and
 - (B) while repairs are being carried out (but without prejudice to Aggreko's right to receive hiring costs in respect of the Contract).

15.4 Instructions to Aggreko operator(s)

The Client shall be fully responsible, in case of participation of Aggreko's operator(s) in the operation of the Plant, and/or the loading or unloading of the Plant, for damages resulting from Client's instructions to Aggreko's operator(s).

16. Indemnities

16.1 Indemnities against loss or damage

The Client shall be solely responsible for, and shall hold Aggreko fully indemnified against, any loss or damage arising

- (a) to or in connection with the Plant; or
- (b) as a result of the use or situation of the Plant; or
- (c) from any failure on the part of the Client to return any of the Plant on time at the termination of the Contract or agreed Service Period.

In each of the cases (a) to (c) however caused, the Client shall fully and completely indemnify Aggreko in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with the use or situation of the Plant and in respect of all costs and charges in connection with it whether arising under statute or common law.

16.2 Indemnities for violation of any applicable environmental laws, rules or regulations

In addition to its obligation under Clause 16.1 the Client shall indemnify Aggreko and hold it harmless from and against any and all costs, fines, penalties, damages, assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws, rules or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Plant.

16.3 Aggreko's negligence

The indemnities contained in Clauses 16.1 and 16.2 shall not apply to the extent that the loss, damage or injury arises from any negligence or wilful recklessness, on the part of Aggreko or its employees, servants or agents.

17. Price

All prices stated in the Contract are exclusive of Value Added Tax, which the Client shall pay in addition.

18. Payment

18.1 Payment term

Except if otherwise agreed in writing, invoices are due for payment in full upon receipt of invoice.

No discount for payment before the payment term will be granted.

18.2 Payment means

Payment should be made by bank transfer. Checks are not accepted except different agreement between the parties.

18.3 Interests for late payment

Aggreko shall have the right to charge interests equal to three times the legal interest rate pursuant to art. 1284 Italian Civil Code on all overdue sums. Interests are due from the day following the payment term.

Late payment shall disentitle the Client from any discount to which the Client might otherwise be entitled.

19. Termination

19.1 Default

Aggreko may terminate the Contract with immediate effect by serving written notice of termination on the Client by registered letter if:

- (a) the Client fails to make punctual payment of any sums due to Aggreko, whether for hire of Plant under the Contract or otherwise; or
- (b) the Client fails to observe and perform any of the terms and conditions of the Contract; or
- (c) the Client goes on voluntary liquidation or ceases to carry on business or is unable to pay its debts as they fall due for payment or if the Client suffers any diligence, distress or execution to be used or levied against it or make or propose to make any arrangement (including but not limited to an individual voluntary arrangement or company voluntary arrangement) with its creditors; or
- (d) the Client does or causes to be done or permits or suffers any act or thing whereby Aggreko's rights in the Plant may be prejudiced or put into jeopardy; or
- (e) a Force Majeure Event affects the Plant and/or the performance of all or any part of Aggreko's services under the Contract for a continuous period of 14 days.

In addition, in case where the Client shall go into compulsory liquidation or has a receiver, administrator or administrative receiver appointed to the whole or any part of its assets and undertaking (including uncalled capital) or does or suffers the equivalent of any of the foregoing in any other jurisdiction, Aggreko may also terminate the Contract, by serving written notice of termination on the Client by registered letter, in accordance and in compliance with articles 72 and followings of the Italian Bankruptcy Law.

Aggreko will have the right to terminate the Contract even if it has waived some previous default or matter of the same or a similar nature or failed to serve a termination notice at a time when it was entitled to do so. Aggreko may then retake possession of the Plant within 14 calendar days and, to do so, enter into or upon any premises where it may be.

19.2 Other rights of Aggreko

The termination of the Contract under this Clause 19 shall not affect any other rights of Aggreko existing as at the date of such termination or the right of Aggreko to recover from the Client any monies due to Aggreko under the Contract or damages for breach thereof.

19.3 Enforceability

Aggreko's rights to terminate the Contract shall be enforceable even if Aggreko is itself in breach of the Contract.

19.4 Breach of the Contract

If the Client is, or has been, in breach of the Contract it may not make any claim against Aggreko (whether in contract, tort, negligence or otherwise) in respect of any action taken by Aggreko in response to such breach by the Client, even if such action by Aggreko may be in breach of the Contract.

20. Contract general rules

20.1 Headings

For the purposes of interpretation the paragraph headings contained herein shall be ignored.

20.2 Confidentiality

All information obtained by one party concerning the operations of the other shall be confidential and shall not be divulged to third parties either during the period of this Contract or any time after it. Each party shall take the strictest possible steps to enforce this Clause and the aggrieved party has the right to take whatever action at law it deems necessary, including the immediate termination of this Contract, if it becomes aware of any breach of this Clause 20.2.

For the avoidance of doubt, Clause 20.2 shall apply in particular to any drawings, specifications and other documents to which Aggreko has granted the Client access.

20.3 Precedence of each document

In the event of contradiction between the provisions of the documents forming the Contract, the precedence of each document over the others is defined by the order mentioned in the third paragraph of the recitals of the terms and conditions.

20.4 Contract remains valid if some clauses are declared null and void

If any provision of the Contract is rendered void by legislation or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall not thereby be altered and shall remain in full force and effect.

20.5 Renunciation to clauses by Aggreko not permanent

Any waiver, indulgence or forbearance by Aggreko of any of the terms or rights contained herein shall not affect the enforceability of such terms or rights.

20.6 Contract changes

No variation of the Contract shall be effective unless specifically agreed in writing by an authorised signatory of Aggreko and of the Client.

20.7 Assignment

The Client shall not assign the Contract or any part of it or any benefit or interest in or under it without the previous written agreement of Aggreko. This consent will be in the absolute discretion of Aggreko and will be given in exceptional circumstances.

20.8 Court with jurisdiction

As regards any dispute arising out of the interpretation or performance of this Contract, the court of Milan shall be exclusively competent.

20.9 Governing law

The ruling law of the Contract and of the relationship of the parties thereto arising out of it shall be Italian Law.

20.10 Intellectual property rights

1.1 No provision of the Contract may be interpreted as granting the Client a license to use any intellectual property rights covering or embodied in the Plant.

1.2 If, at any time during the Service Period, a claim is asserted or an action is commenced by a third party against the Client in which it is alleged that any of the Plant hired by the Client from Aggreko infringes upon the intellectual property rights of such third party, then the Client against whom the claim is asserted or the action is commenced shall promptly notify Aggreko.

If, at any time during the Service Period, the Client learns of any infringement by a third party of any intellectual property rights of Aggreko, it shall promptly notify Aggreko. If Aggreko institutes proceedings against the infringing party, the Client shall assist Aggreko in any such proceedings at Aggreko's expense, if so requested by the latter.

Aggreko
Signature:
Name:
Title:
Company seal:

Client
Signature:
Name:
Title:
Company seal:

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Client expressly acknowledges and accepts the following clauses of this Contract: 3.1 Service Period; 3.2 Early termination by the Client; 3.3 Extension of Service Period; 4.1 Exclusion of property transfer; 4.2 Change of Site; 4.3 Access; 4.4 Rehiring; 5.1 Responsibility of the Client; 5.2 No use of defective Plant; 5.3 Aggreko operator; 6.1 Recall; 6.2 Maintenance/service; 6.3 Maintenance outside Normal Working Hours; 6.4 Information on change of running mode; 6.5 Rent fees during maintenance; 7.1 Information by Client; 7.2 Cost borne by Aggreko; 7.3 Cost borne by the Client; 7.4 Termination if repair or replacement not possible; 8.1 Inward and outward transportation; 8.2 Transportation for repair or replacement; 8.3 Delivery time; 8.4 Loading and unloading; 9. Receipt; 10. Commissioning, decommissioning; 11.3 Fuel, oil, lubricants and coolants; 11.4 Daily check by Client; 11.5 Connections to mains; 11.6 Work at height; 12.1 Restitution at the end of the Service Period; 12.2 Return note; 12.3 State of Plant; 12.4 Delay of return; 13.1 Client responsible for insurance; 13.2 Insurance certificate; 13.3 Insurance obligation waiver; 13.4 Client's obligations; 13.5 Information on loss or damage; 13.6 Information on accident; 14. Aggreko liability limitation; 14.1 Information and advice; 14.2 Consequential loss; 14.4 Aggreko's liability; 14.5 Exclusion of Warranty; 14.6 Limitation of liability; 14.7 Force majeure; 14.8 Limitation on claims; 15.1 Cancellation fee; 15.2 Legal expenses; 15.3 Damages on Plant deteriorations due to non compliance with best practices; 15.4 Instructions to Aggreko operator(s); 16.1 Indemnities against loss or damage; 16.2 Indemnities for violation of any applicable environmental laws, rules or regulations; 16.3 Aggreko's negligence; 18.3 Interests for late payment; 19.1 Default; 19.2 Other rights of Aggreko; 19.3 Enforceability; 19.4 Breach of the Contract; 20.2 Confidentiality; 20.4 Contract remains valid if some clauses are declared null and void; 20.5 Renunciation to clauses by Aggreko not permanent; 20.6 Contract changes; 20.7 Assignment; 20.8 Court with jurisdiction; 20.9 Governing law; 20.10 Intellectual property rights.

For express acknowledgment and acceptance
Client
Signature:
Name: Title:
Company seal:

Appendix Insurance Obligation Waiver

1 Damages and losses covered

Subject to the remaining paragraphs of this Appendix, the application of the IOW relieves the Client of certain of its obligations under Clause 13.1 of the Terms and Conditions in respect of the Relevant Plant (as defined below).

2 Equipment and locations covered

The IOW covers all Plant located at the Site other than any: (a)

- fuel tanks;
- (b) distribution panels; and
- (c) ducting, hoses and cables,

hired by the Client from Aggreko (the “Relevant Plant”).

Unless otherwise agreed in writing, the IOW only covers Relevant Plant where the Site is located in any of: (i) Austria; (ii) Belgium; (iii) Czech Republic; (iv) France; (v) Germany; (vi) Hungary; (vii) Italy; (viii) Luxembourg; (ix) The Netherlands; (x) Poland; (xi) Portugal; (xii) Spain; or (xiii) Switzerland.

3 Waiver

The Client must note specifically its obligations under Clauses 5, 7, 12, 15 and 16 which shall apply whether or not the Client has obtained insurance in accordance with Clause 13 of the Terms and Conditions or whether or not the IOW applies. However, if the IOW applies then, subject to paragraph 4 of this Appendix, the Client's liability for loss of or damage to any Relevant Plant under Clauses 7.3 12.3, 12.4, 15.3 and 16.1 of the Terms and Conditions shall be limited to €12.500 per incident in respect of each Relevant Plant.

4 Exclusions

The IOW does not apply to limit or exclude any risk or liability of the Client:

- (a) in the case of malicious or wilful damage caused by the Client including, without limitation, deliberate misuse of the Relevant Plant; or
- (b) to any third party (including the employees of the Client) arising from the operation of, or in connection with, the Relevant Plant.

Accordingly, the Client shall be responsible for insuring the Relevant Plant and itself against any such risks and liabilities in accordance with Clause 13 of the Terms and Conditions.

In addition, the IOW does not apply to where the Contract is concluded for applications on ship at sea or inside the confinement zone of nuclear plants.

5 IOW fee

The IOW is granted in consideration of the payment by the Client of the IOW fee set out in the Contract which shall be payable in accordance with Clause 18 of the Terms and Conditions.