

BROKER/SHIPPER AGREEMENT

This Broker/Shipper Agreement ("Agreement") is made by Oldcastle Building Products, Inc., 3 Glenlake Parkway Atlanta GA 30328 ("Shipper") and _____ ("Broker Name") of _____ (Broker Address) on _____ (Date).

1. TERM & PARTIES: Broker shall arrange for the interstate and/or intrastate transportation of Shipper's property ("Materials") as a broker and otherwise provide the services set forth in this Agreement ("Services"). To perform the Services, Broker may utilize the services of subcontract motor carriers ("Carrier") or transport the Materials with its own equipment. Broker shall exercise due diligence in the performance of the Services and shall contract only with qualified Carriers. The Services shall be performed at the locations designated by Shipper and at the prices/terms set forth in **Schedule 2** or as may be mutually agreed upon by the parties in writing. This Agreement shall automatically renew for successive 1-year terms, unless Shipper or Broker terminates this Agreement by providing the other party written notice of non-renewal prior to the current term expiration. This Agreement shall also govern any Services provided by Broker to Shipper's corporate affiliates and subsidiaries ("Affiliates"). Broker agrees that such Affiliates are intended third-party beneficiaries of this Agreement and have the same rights and privileges of a Shipper as described herein, including the right to insist upon the performance of all obligations and duties of Broker. Each Affiliate shall agree upon specific pricing, delivery terms and any required cargo coverage with Broker in writing. Further, each Affiliate shall solely be responsible for payment of its own obligations under this Agreement and shall not be liable to Broker for the performance of the obligations of any other Affiliate.

2. NON-EXCLUSIVITY: This Agreement shall not constitute an exclusive arrangement. Shipper shall remain free to engage other persons or entities to perform brokering and shipping services. Broker shall remain free to perform brokering and shipping services for any other person or entity.

3. SAFETY; COMPLIANCE: In the performance of this Agreement, Broker and its Carriers shall, at no additional cost to Shipper, comply with Shipper's safety rules and regulations, including those on **Schedule 1** hereto, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: employment discrimination, wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. **Broker and its Carriers have a duty to monitor all applicable weight regulations and no driver shall leave or enter Shipper's property or projects with an overweight or unsecured load. Carriers shall also securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.** In connection with the performance of Services, Broker and its Carriers shall abide by the CRH Supplier Code of Conduct which can be viewed at <http://www.crh.com/our-group/our-people/corporate-governance/codes-of-conduct>.

4. INSURANCE: Broker shall require all of its Carriers to maintain worker's compensation, general liability, automotive liability, cargo and excess/umbrella insurance, written by insurers acceptable to Shipper. The minimum required limits and coverages required are as follows: Workers Compensation Coverage A - Statutory Limits; Workers Compensation Coverage B - \$1,000,000 per occurrence; Auto Liability - \$1,000,000 Combined Single Limit; General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate; Cargo: per written agreement; and Excess/Umbrella coverage with minimum limits not less than \$1,000,000. Broker shall maintain general liability and contingent liability or automobile liability coverage in the amounts outlined above which provides coverage for Hired Autos or Any Auto. All policies, except for worker's compensation policies, shall name Shipper as an additional insured with primary coverage and shall, to the fullest extent permitted by law, defend, indemnify and protect Shipper from all claims, expenses and liabilities in any way related to or arising out of (i) the Services; (ii) any breach of this Agreement; or (iii) any act or omission of Broker or any person or entity performing Services directly or indirectly on behalf of Broker. Shipper's coverage shall be non-contributory. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the Shipper are waived and that no amendment or cancellation of any policy shall be effective until 30 days' written notice to Shipper. Before providing the Services and upon Shipper's request, Broker shall provide Shipper with certificates evidencing the required insurance coverage. Shipper's payment to Broker prior to receipt of the certificates shall not diminish Broker's duty to maintain the required insurance and Shipper shall not have waived any rights by allowing Broker to perform Services prior to supplying the certificates.

5. INDEMNITY: To the fullest extent permitted by law, Broker and its Carriers shall defend, indemnify and hold Shipper, its officers, employees, agents, insurers, sureties, and parent and affiliated corporations, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) the performance of the Services; (ii) any breach of this Agreement; or (iii) any act or omission by or on behalf of Broker, its Carriers, employees, and agents. The indemnity obligation of the preceding sentence is in addition to, and in no way limited by, Broker's duty to provide insurance. When required by law, Broker's indemnification obligation shall be limited to \$5,000,000 and the parties agree that said amount bears a reasonable commercial relationship to the work related to this Agreement.

6. LIENS & AUDIT: All funds paid by Shipper to Broker for the Services shall be deemed in trust for the payment of all labor and materials supplied in the course of Broker's performance of the Services. The funds shall not become the property of Broker until full payment is made for all such labor and materials. Shipper shall have the right to audit Broker's operations to ascertain that Broker and its Carriers are maintaining the insurance, permits, licenses, and safety ratings required by this Agreement. In addition, Shipper shall have the right to audit Broker's operations in order to verify that Broker has made all required payments to the Carriers performing the Services.

7. INDEPENDENT CONTRACTOR STATUS: Broker and its Carriers agree that they are and will remain independent contractors solely responsible for compliance with all applicable tax, unemployment compensation, worker's compensation and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance.

8. OPERATION & AUTHORITY: Broker warrants that its Carriers are authorized to transport, as motor carriers, freight in interstate, intrastate and foreign commerce (if applicable) and to provide Shipper the Services outlined in this Agreement. Broker shall have written contracts with its Carriers which include the following requirements: (a) Carrier shall, at its sole cost and expense, operate its vehicles and equipment in lawful manner and maintain the same in full compliance with the requirements of the Federal Motor Carrier Safety Regulations ("FMCSR"); (b) Carrier shall bear the cost of all fuel, tires and other supplies necessary for the safe operation of its vehicles; (c) Each driver utilized by Carrier to provide services under this Agreement ("Driver") shall hold a valid Commercial Drivers' License ("CDL") and shall otherwise meet all of the physical, training and other legal qualifications for commercial motor vehicle drivers; (d) Carrier shall ensure that each Driver is subject to drug and alcohol testing as required by law; (e) Broker and its Carriers shall comply with all regulations applicable to the Services and require all personnel to maintain the highest standards of professionalism in the performance of the Services; (f) Broker and its Carriers shall verify that any workers performing Services are authorized and eligible to perform services as employees in the United States; (g) Carrier shall supply all necessary load securement devices, secure the load, and provide any other accessories necessary to transport Shipper's freight lawfully and safely; (h) When any part of a load has been secured by any party other than Carrier, Carrier shall inspect, and as necessary, correct, the load securement to ensure compliance with all applicable laws and regulations; (i) Carriers shall pickup, transport, and deliver freight tendered by Shipper in strict compliance with Shipper's schedules for pickup, transportation and delivery; (j) Broker shall be responsible for dispatching Carriers and equipment to meet Shipper's transportation requirements; and (k) Unless otherwise agreed to in writing, Broker and its Carriers shall obtain all required permits, pilot cars and other accessorial services.

9. MONITORING; DAMAGED OR REJECTED SHIPMENTS: Broker shall closely monitor the Carriers used in the performance of this Agreement so that the drivers and vehicles comply with all applicable regulations. If Shipper's customer rejects a shipment or a Carrier is unable to deliver a shipment in a timely manner for any other reason, Broker shall provide prompt notice of the delivery issue to Shipper. Broker shall immediately notify Shipper of any damaged shipment and photograph any damaged shipment. Shipper shall instruct Broker as to the manner of disposal of the damaged shipment and the parties shall agree on any compensation for the returned shipment in writing.

8. SHIPPER SUPPLIED EQUIPMENT: From time to time, Broker or its Carriers may transport Shipper's Materials on trailing equipment supplied by Shipper. Broker and its Carriers shall be liable for any loss or damage to such equipment, normal wear and tear excluded. Carrier shall not use Shipper's equipment to provide services to any other person or entity.

9. ASSIGNMENT & MODIFICATION: This Agreement and any payments related to the same may not be assigned by Broker to any person or entity without Shipper's advance written consent. Any modification of this Agreement must be in writing and signed by both parties. In the event any term of this Agreement conflicts with the term of any other document, including any bills of lading, this Agreement shall govern the relationship between the parties.

10. CONFIDENTIALITY & USE OF NAME: Broker shall treat Shipper's business information, including Shipper's customers, as confidential information and shall not disclose the information to any third party unless required by law. Neither Party shall use the other's name, trademarks or trade names without the other's express written consent.

11. ENFORCEABILITY & APPLICABLE LAW: This Agreement shall be binding upon and inure only to the benefit of the parties and their successors-in-interest. If any provision of this Agreement is found unenforceable by any arbitrator or court, Shipper and Broker agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Agreement shall not be affected by the modification of such provision. This Agreement shall be governed by the laws of the state of Shipper's office.

12. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPPER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. MANDATORY BINDING ARBITRATION: ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY OF SHIPPER'S OFFICE. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

BROKER:
By: _____
Printed: _____
Title: _____

SHIPPER:
By: _____
Printed: _____
Title: _____

**SCHEDULE 1
SAFETY POLICY & OPERATING REQUIREMENTS**

All persons visiting Shipper’s facilities or projects must comply with the following safety rules in addition to any safety regulations imposed by law. These rules are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties, or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules and the exercise of reasonable judgment.

1. Pursuant to 49 CFR 382.301, prior to the first time any of Hauler’s drivers performs safety-sensitive functions, the Hauler shall require the driver to undergo testing for controlled substances as a condition to being used, unless the Hauler qualifies for an approved exception. The Hauler shall not allow any driver to perform safety-sensitive functions unless the employer has received a controlled substances test result from the Medical Review Officer or Consortium/Third Party Administrator indicating a verified negative test result for that driver.
2. **MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.**
3. Establish and maintain eye contact with anyone directing you while backing. **IF, AT ANY TIME, YOU LOSE SIGHT OF ANY PERSON AROUND YOUR VEHICLE, STOP YOUR VEHICLE IMMEDIATELY.** Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. NEVER assume that a person around your vehicle has seen you or heard you or will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed. **WHEN IN DOUBT, STOP.**
4. **A “spotter” (also known as a “backer” or “observer”) must be guiding you whenever you are backing up a vehicle.** The spotter must be guiding you the entire time—no matter how little or how far you are backing up the vehicle. If you lose sight of the spotter at any time, stop backing immediately.
5. All vehicles with obstructed rear views must be equipped with functioning backup alarms and/or cameras. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of your way, nor do they guarantee that all “blind spots” behind your vehicle are clear. It is extremely important, therefore, to STOP and ask for assistance if you need help while backing. **WHEN IN DOUBT, STOP.**
6. You must obey all speed limits and other traffic control at all facilities.
7. Your headlights must be on at all times, day or night.
8. Do not leave your vehicle unattended, unless it is absolutely necessary. When you do determine that it is absolutely necessary to leave your vehicle unattended, ensure that your vehicle is properly secured and that it is safely located.
9. Use extreme care when entering and exiting all facilities and projects.
10. Do not use cell phones or other communication devices at all, unless you are (1) in a building or trailer, (2) in a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations (for example, you may not use cell phones while loading, unloading, or waiting to load/unload), or (3) receiving, or responding, to instructions related to the work at hand (but only if it is safe to do so).
11. Familiarize yourself with the area in which you are operating your vehicle by becoming aware of, among other things: overhead wires/power lines that could be struck by any part of your vehicle.
12. **Hauler shall clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.**
13. If Hauler fails to require its driver(s) to comply with Shipper’s safety and operating requirements, this Agreement shall be terminated upon written notice.
14. **ACCIDENT/SPILL REPORTING:** Any accident with another vehicle or stationary object, or any material spill while laden with Shipper’s products must be reported to the Shipper immediately. Any accidents or spills should first be reported to the proper authorities.
15. **Hauler shall comply with all applicable weight regulations and inspect all loads prior leaving or entering Shipper’s projects or facilities. No driver shall leave or enter Shipper’s projects or facilities with an overweight, unsecured or unsafe load.**
16. **PERSONAL PROTECTIVE EQUIPMENT:** Hauler shall instruct and require all of its employees to comply with Shipper’s Personal Protective Equipment (“PPE”) requirements. The PPE requirements include the following:

Job/Operation	Type of Hazard(s)	PPE Required
Driver	Head Hazard – impact	Hard Hat
Driver	Foot Hazard – impact	Steel Toe Shoes
Driver	Face/Eye Hazard – impact & dust	Safety Glasses
Driver	Skin Hazard - abrasion	Sleeved Shirt & Long Pants
Driver	Face – liquid spray	Face Shield
Driver	Hands – abrasion & burns	Gloves (Elbow Length–Liquid AC)

SCHEDULE 2
PRICING & PAYMENT TERMS

Broker shall invoice the shipping entity directly and following completion of each shipment. Payment of the amount due shall be made by Shipper within _____ **days** of receipt of the invoice. Shipper shall have no obligation to pay any invoice that is not presented within **ninety (90) days** of a completed shipment. Broker shall be responsible for issuing payment to its Carriers and shall submit with any such invoice whatever affidavits, releases, waivers, or other documents relating to the services covered by such invoice that Shipper may request. Shipper is authorized to withhold the amount of any claim for payment of labor or services allegedly furnished for the benefit of Shipper by the Carriers. Further, Shipper is authorized to make payment to Broker and any such claimant by joint check. Shipper shall pay Broker for loads actually delivered, as evidenced by Broker's reference to a bill of lading or Shipper's "Ship Ticket Number" assigned to each load. Such ship tickets shall serve as a form of Memorandum Bill of Lading identifying specific loads accepted for delivery, designated delivery points and consignees.

Payments shall be made in accordance with the schedule below, if any, or as otherwise agreed to in writing by the parties on per shipment basis. Unless otherwise agreed to in writing, the shipments are subject to Shipper's current **Energy Rate Surcharge Schedule**.

Costs for all permits for over-dimensional or overweight loads, and any required escort vehicles secured by Carriers, shall be billed to Shipper at actual cost. Unless expressly agreed to in writing, Broker and its Carriers shall not combine Shipper's loads with the load of any other shipper.