

TRUCKING AGREEMENT

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

1. TERM & PARTIES: Hauler agrees to furnish the hauling and trucking services ("Services") requested by Shipper for a 1-year period beginning on the above-referenced date in accordance with the provisions of this Agreement. 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 Hauler 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 Hauler to Shipper's corporate affiliates and subsidiaries ("Affiliates"). Hauler 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 Hauler. Each Affiliate shall agree upon specific pricing, delivery terms and any required cargo coverage with Hauler in writing. Further, each Affiliate shall solely be responsible for payment of its own obligations under this Agreement and shall not be liable to Hauler 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 hauling and trucking services. Hauler shall remain free to perform hauling and trucking services for any other person or entity.

3. SAFETY; COMPLIANCE: In the performance of this Agreement, Hauler 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. **Hauler has 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. Hauler 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, Hauler shall, and shall cause its suppliers and subcontractors to 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>. When performing the Services, Hauler and its employees shall act in a professional manner at all times.

4. INSURANCE: Hauler shall provide and 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. 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 Hauler or any person or entity performing Services directly or indirectly on behalf of Hauler. 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, Hauler shall provide Shipper with certificates evidencing the required insurance coverage. Shipper's payment to Hauler prior to receipt of the certificates shall not diminish Hauler's duty to maintain the required insurance and Shipper shall not have waived any rights by allowing Hauler to perform Services prior to supplying the certificates.

5. INDEMNITY: To the fullest extent permitted by law, Hauler shall defend, indemnify and hold Shipper, its officers, employees, agents, insurers, sureties, and affiliates, 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 Hauler, its employees, and agents. These defense and indemnity obligations are in addition to, and in no way limited by, Hauler's duty to provide insurance. Hauler's defense and indemnity obligations shall apply to any claim against Shipper by any employee of Hauler and Hauler shall not assert as a defense in any suit by Shipper to enforce Hauler's obligations under this Article any immunity or other defense provided under any worker's compensation or other laws. When required by law, Hauler'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 & COSTS: Hauler shall obtain and pay for all fuel, materials, labor, permits, licenses, and inspections related to the Services. All funds paid by or to Shipper for Services shall be deemed in trust for the payment of all labor and materials supplied in the course of Hauler's performance of the Services. The funds shall not become Hauler's property until full payment is made for all such labor and materials. Any damages recoverable by Shipper from Hauler shall bear interest at the annual rate of 18%, or the highest rate permitted by law, whichever is lower.

7. INDEPENDENT CONTRACTOR; CONTROL OF SERVICES: Hauler agrees that it is, and shall remain throughout the life of this Agreement, an independent contractor solely responsible for performing the details of the Services, and an employing unit subject to and in 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. Hauler shall provide proof of such compliance upon Shipper's request. Shipper and Hauler agree that Shipper has no right to control the manner in which the Hauler performs the Services hereunder. Hauler shall also provide proof of its experience and qualifications upon Shipper's request.

8. FLOW-DOWN: In the event that the Services are performed in connection with Shipper's performance of a contract with a third party, the provisions of that contract are incorporated into this Agreement by reference.

9. SUBCONTRACTING: Hauler shall not subcontract the performance of any of the Services prior to obtaining Shipper's advance written consent. If Hauler is authorized to subcontract any of the Services, Hauler shall continue to be responsible for the performance of the Services and the terms of this Agreement.

10. ASSIGNMENT & MODIFICATION: This Agreement and any payments related to the same may not be assigned by Hauler to any person or entity without Shipper's advance written consent. Any unauthorized assignment is void. This Agreement sets forth the complete agreement of the parties with respect to the Services and any modification of the Agreement must be in writing and signed by both parties.

11. CONFIDENTIALITY: Hauler shall treat Shipper's business information, including Shipper's products and customers, as confidential information and shall not disclose the information to any third party.

12. MONITORING; DAMAGED OR REJECTED SHIPMENTS: Hauler shall closely monitor the drivers and vehicles 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 Hauler is unable to deliver a shipment in a timely manner for any other reason, Hauler shall provide prompt notice of the delivery issue to Shipper. Hauler shall immediately notify Shipper of any damaged shipment and photograph any damaged shipment. Shipper shall instruct Hauler as to the manner of disposal of the damaged shipment and the parties shall agree on any compensation for the returned shipment in writing.

13. ENFORCEABILITY: If any provision of this Agreement is found unenforceable by any arbitrator or court, Shipper and Hauler 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.

14. DISADVANTAGED BUSINESS ENTERPRISE: If Hauler is to perform as a Disadvantaged, Small, Minority or Female-Owned Business Enterprise ("DBE"), Hauler (i) shall ensure that all Services are performed and supervised by Hauler's own forces, except for Services subcontracted to others with Shipper's prior written consent, and (ii) shall comply with all applicable federal, state, and local laws, regulations or ordinances governing the Hauler's performance and continuing certification as a DBE so that its performance will count toward Shipper's DBE requirements in the Contract.

15. 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.

16. 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.

17. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as an original.

18. SCHEDULES. The following documents are attached hereto and incorporated into the Agreement:

Schedule Number	Description of Schedule	Included (Yes/No)
1	Safety Policy & Operating Requirements	Yes
2	Pricing Schedule	Yes
3	FWHA Form 1273 – Required Contract Provisions Federal-Aid Construction Contracts	
4	VEVRAA – Section 503 Clause	
5	State Specific Provisions	

HAULER:

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

Hauler shall invoice the applicable Shipper following the 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 for payment within Sixty (60) Days of a completed shipment. Hauler shall be responsible for issuing payment to its drivers and shall submit with any such invoice any documents relating to the services covered by such invoice that Shipper may request. Shipper shall pay Hauler for the loads actually delivered, as evidenced by Hauler's reference to a bill of lading or Shipper's "Ship Ticket Number" assigned to each load. The ship tickets may be used to identify 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**.