

CONTRACTOR / VENDOR SAFETY AGREEMENT

The Contractor/Vendor Safety Agreement ("Agreement") has been developed to protect employees and property of Shaw Industries Group, Inc, Shaw Industries, Inc. ("Shaw") and all contractors, subcontractors, and vendors, who are working on Shaw property. All contractors/vendors working on Shaw property must conform to the requirements of the Agreement. In addition, contractors/vendors must abide by the Plant Specific Safety Standards for the facility, where the work is being performed. A management representative from the facility will discuss the Plant Specific Safety Standards with the contractor/vendor. Contractors/vendors are required to cover the contents of this Agreement and the Plant Specific Safety Standards with their employees prior to starting work. All work must be performed in accordance with OSHA requirements and all environmental concerns must be addressed in accordance with EPA regulations. Any questions about safety or environmental concerns should be directed to the project manager or the Plant Manager at the facility. The contractor/vendor is responsible for providing his/her employees with the proper tools and equipment to perform the job safely, including any required personal protective equipment. Contractors must ensure that their subcontractors do the same. Several specific requirements are listed below; however, this list is not all inclusive.

1. Good housekeeping shall be maintained during all operations and clean up should occur at the end of work each day.
2. Each Shaw facility will have lockout/tagout procedures for all equipment at the facility. Contractors/vendors must comply with these procedures.
3. Each Shaw facility will have a Confined Space Entry program. Entry permits are required for any activities that require access to permit required confined spaces. These spaces will be labeled as such.
4. Prior to conducting any hot work at the facility, the contractor/vendor must obtain a permit in accordance with the facility's Hot Work Permit Program, unless the facility has designated an area specifically designed for hot work. Fire extinguishers must be located at the work site and a fire watch must be provided per the permit requirements. The contractor/vendor is responsible for providing fire extinguishers for hot work activities.
5. When any street vehicle is driven inside a plant, it must have its headlights and emergency flashers on, have the radio turned off, have the front windows rolled down, be escorted by a Shaw employee, and not exceed 5 mph. The engine and lights should be turned off when not in use. No parking is allowed inside the facility.
6. Shaw requires that lift trucks be driven only by operators, who have been trained through a program, which meets OSHA requirements. Company policy requires all operators to wear seat belts and safety glasses or prescription glasses, when operating powered industrial trucks.
7. Personal protective equipment shall be worn according to the hazards associated with various types of exposure (e.g. Safety glasses, ear plugs, gloves, chemical gloves, respirators, aprons, harnesses, etc.) Contractors/vendors are responsible for providing their employees with all required personal protective equipment.
8. All compressed gas cylinders must be chained or secured in an upright position at all times, preferably on an approved cart. Spares and empties shall be secured upright with the protective caps in place. Cylinders shall not be transported on the forks of a lift truck.
9. All personnel lift baskets must have handrails and toe boards and be secured to the mast of the lift truck. Lift baskets must be certified. Baskets/cradles are not to be used to transport people.

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10. All overhead work shall be performed in accordance with fall protection guidelines. Approved scaffolding, personnel lift baskets, order pickers, ladders, and platforms shall be used for work six feet or more above the working surface. Personal fall arrest systems will be used whenever other forms of fall protection are not adequate.
11. Electrical work is to be performed only by trained and authorized personnel and subject to any additional arc flash requirements.
12. All equipment brought onto Shaw property shall meet the applicable guarding and electrical safety guidelines required by OSHA.
13. Compressed air shall not be used to clean off personnel. Safety goggles must be worn when using compressed air.
14. The plant contact shall be made aware of any hazardous chemicals before the chemicals are brought onto the premises. Material Safety Data Sheets (MSDS's) shall be provided for all chemicals brought on the site.
15. If hoisting and rigging is to be conducted, a rigging plan must be submitted or a permit must be obtained.
16. All flammable materials shall be stored in OSHA approved containers.
17. Unless otherwise approved by plant management, only one day's supply of drummed or bulk chemicals will be allowed at the work site each day. Excess bulk chemical supplies must be stored in a spill containment area and secured against damage, vandalism, or theft.
18. Appropriate protection shall be used to prevent any chemical spills. If a spill should occur, plant management must be contacted immediately and the spilled chemical must be contained.
19. Chemicals cannot be poured down the plant drains or dumped onto the ground, into a ditch, a creek, or any other area outside the facility.
20. All chemical waste generated by the contractor/vendor is the responsibility of the contractor/vendor and shall be disposed of in accordance with local, state, and federal law.
21. Smoking will not be permitted on Shaw property.
22. Alcohol and drug use is prohibited on Shaw property.
23. The Plant Specific Safety Standards must be covered with all contractor/subcontractor/vendor employees by the contractor/vendor.
24. Shaw must be notified of any injuries or incidents that occur on site. If applicable, OSHA's Bloodborne Pathogens regulations must be followed.

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I have read the preceding safety agreement and will adhere to its requirements and to the requirements of the Plant Specific Safety Standards that will be presented to me prior to beginning work. I understand that this is not an all-inclusive list of safety requirements. Any issues not listed above will be deferred back to OSHA guidelines and the Shaw Safety Program. I will cover these requirements and the plant requirements with all of my employees and subcontractors who may be present at any time on the project site. I understand that if I have any safety or environmental questions, I should consult my Shaw contacts at the plant and/or the project manager. I also understand that any of my employees or subcontractors can be removed from the facility for violation of these requirements. This Agreement shall supersede any provision in any other agreement between any parties to this Agreement, where said provision would result in noncompliance with this Agreement. Waiver of any breach or failure to enforce any of the terms or conditions of this Agreement by Shaw management at any time shall not limit or waive Shaw's right to enforce or compel strict compliance with every term and condition of this Agreement. The basic guidelines for addressing violations are as follows; however, serious cases might warrant skipping one or two steps of this process, while minor infractions could result in a verbal warning, if corrected immediately.

SAFETY VIOLATIONS

First Offense – The job supervisor will be notified that a violation of safety rules or policy was observed. A written warning will be sent to the general manager or owner of the company.

Second Offense – The repeat offender and job supervisor will be removed from the job.

Third Offense – The contractor could be dismissed from the current job and/or be notified that he/she would not be considered for future projects.

Contractor/Vendor: _____

Signature: _____

Date: _____

Title : _____

Phone : _____

Email address: _____

(Please type or print)