

## Environmental Health & Safety Requirements for Master Agreement of Services

**If Contractor employees will perform Services on any Michelin premises, Contractor must comply with the following requirements:**

- Comply with all Environmental Health and Safety (“EHS”) regulatory requirements, maintain all regulatory required records, and make them available to Michelin upon request.
- Maintain and comply with an EHS Plan that, at a minimum, contains the following components:
  - written EHS program and policies (“EHS Plan”), including a policy specific to environmental concerns;
  - meet or be lower than their industry average for applicable injury indicator;
  - contain an incident investigation process;
  - contain a task hazard assessment process;
  - require employee EHS training;
  - require regular employee EHS meetings;
  - contain EHS related indicators; and
  - contain a training validation process.
- Contractor’s EHS Plan, and any supplemental EHS information questionnaires as may be appropriate, shall be submitted to a Michelin EP representative or to a third party as may be directed by Michelin. Michelin reserves the right to audit Contractor’s EHS Plan requirements and may require documentation and/or proof of compliance. Contractor must notify Michelin’s EP site representative of any changes to the minimum required components of its EHS Plan prior to implementation on any Michelin premises.
- Comply with the Michelin Premises-specific EHS requirements (EP Management System Instructions).
- Comply with all Local, State, and Federal regulatory requirements including, but not limited to, NFPA standards, local fire codes, and OSHA, EPA and State Environmental and Safety regulations.
- Meet required training needs and maintain training records, including initial and regulatory required refresher EHS training. These records should be made available to Michelin upon request. Documentation of any required training for Contractor employees must be presented by Contractor prior to initial entry onto any Michelin premises and may be required periodically, thereafter. Specifically, if applicable, Contractor will be asked to demonstrate that the following training has been conducted:
  - Lockout Tagout Tryout
  - Electrical Safety
  - Hazardous Communication
  - Confined Spaces
  - Fire Extinguisher Training
  - Respiratory Training
  - Personal Protective Equipment
  - Forklift, lifts and other mobile equipment certification
  - Hearing Conservation
  - Ergonomics
- Ensure the safe conduct of Contractor employees, including supervisors, while on any Michelin premises.
- Follow applicable Michelin protocol for initial medical examinations or monitoring that may be required at a Michelin premises, unless prohibited by law.
- Furnish Contractor employees with the required personal protective equipment and ensure the use of that equipment while on any Michelin premises.

- Ensure a system is in place to provide appropriate medical care to Contractor employees in the event of injury.
- Require Contractor employees to report all “serious criminal” charges to management for Contractor. The term “serious criminal” charges is defined as crimes for which the employee could be sentenced to prison and involves unethical and/or dangerous behavior, drugs, or intentional violence. Under this requirement, Contractor must inform Michelin when Contractor becomes aware of any such convictions, unless prohibited by law.
- Inform Michelin of any employee injury or known significant near miss that occurs on any Michelin premises. Provide statistical injury report information, including any regulatory agency reporting requirements (i.e. OSHA logs), and/or other applicable injury/incident records to Michelin’s EP site representative on a monthly basis.
- Contractor shall appoint a “Safety Representative” at each Michelin site in which Contractor is providing Services. The Safety Representative will be responsible for the following:
  - Complete Task Hazard Assessments and Risk Prevention Plan before and after all Services, per the applicable Schedule, are performed on any Michelin premises. Contractor may use its own form to complete these assessments or, if requested, Michelin can provide Contractor with a generic form to use.
  - Ensure the Risk Prevention Plan is correctly applied during the term of the Agreement and while Contractor is providing Services under this Agreement.
  - Ensure the following provisions and information are recorded in the Risk Prevention Plan:
    - full list of possible risks and their associated safety prevention devices;
    - list of Contractor and sub-contractor employees on-site; and
    - list of persons in charge of the implementation of identified risk control mechanisms.
  - Organize and coordinate tasks required to control Contractor’s Services and its risks, notably:
    - Define Contractor employees individual tasks;
    - Coordinate with Michelin’s EP site representative on how Services are to be performed and to plan meetings, inspections and audits of Contractor Services as needed;
    - Ensure all site instructions applying to the Services, including, but not limited to, the following, are complied with:
      - fire hazards, including hot work permits;
      - training;
      - confined space requirements;
      - prohibition of altering safety devices;
      - equipment and energy consignment (LOTOTO);
      - working at heights/fall protection;
      - traffic rules and traffic flow routes;
      - environmental risk prevention; and
      - reporting procedures for near misses, injuries, and incidents.
  - Understand and implement, if necessary, the site’s emergency response and evacuation plan. Educate Contractor employees on such emergency response and evacuation plan.
  - Specify measures/protocols for Contractor equipment storage, vehicle parking, and sanitary facilities.
  - Remain actively involved in the Services performed by Contractor, and communicate routinely with Michelin employees and any subcontract employees under Contractor’s direction throughout the term of the Agreement.

- Ensure Contractor's, and any subcontract companies under Contractor's direction, equipment to be used on any Michelin site is in good condition and complies with the given Michelin, local, State, and Federal requirements (including traceability of regulatory inspections) and is only used by authorized and certified, if a certification is required, persons.
- Ensure compliance with Michelin Premises-specific EHS requirements (EP Management System Instructions).
- Immediately notify Michelin's EP site representative, in writing, of identified EHS hazards which are not under Contractor's control to remediate.
- Provide Michelin with copies of Safety Data Sheets for all products that will be used on any Michelin premises prior to bringing them onto the site. Michelin has the right to refuse entry of any product onto a site as a result of a SDS review or require alternative products. All chemicals must be labeled in compliance with all State and Federal regulations. All such materials must be removed from any Michelin premises before the contract is considered complete.
- Require Contractor employees to participate in industrial hygiene sampling while working at any Michelin premises if requested by Michelin's EP Central Management. All Contractor employees that participate in the industrial hygiene sampling program will receive a letter indicating the sampling results. The letter will be addressed to Contractor. Contractor will be responsible for providing the individual employee with this letter stating the results of the sampling. Michelin will maintain the original data from their industrial hygiene sampling. A copy of Michelin's industrial hygiene sampling program will be provided at Contractor's request.
- Inform Michelin's EP site representative of all regulatory inspections and/or any requests for EHS information involving any Michelin premises.
- Report any and all hazardous materials found on or worked with on any Michelin premises to Michelin's EP site representative. These materials must be handled in compliance with applicable local, State and Federal regulations.
- All mobile equipment brought on site by contractors shall:
  - Meet all regulatory and manufacturer requirements for that mobile equipment
  - have current inspection certifications (annual or more frequent) indicating the equipment has been inspected by a trained and qualified individual.
  - All personnel operating equipment shall be trained on its use. If mobile equipment certifications are required by regulation (i.e. Certified Crane Operator), certification records will be available for review.
- Comply with Michelin's policy on Use of Michelin Equipment:
  - Contractor shall not be permitted to use Michelin equipment unless Michelin specifically approves, in its sole discretion, the use of such equipment before Contractor intends to use it. Use of Michelin equipment is only in exceptional instances.
  - When so approved, the specific use and equipment must be identified in the Services description in the applicable Schedule and in the Risk Prevention Plan. No Michelin equipment shall be used by Contractor that is not specifically identified in the Risk Prevention Plan.
  - Before such equipment can be used by Contractor, Contractor must request that Michelin record the condition of the equipment and Contractor shall provide Michelin with assurance that those Contractor employees who will operate the equipment have been properly trained and certified, if necessary. Once Michelin has been provided this information and the condition of the equipment has been recorded, the equipment will be considered "checked out" by Contractor.
  - Contractor is responsible for inspecting the condition of the equipment, ensuring the equipment has all necessary safety devices, and ensuring proper operation by authorized and certified persons. By checking out the equipment to Contractor, Michelin does not

warrant the equipment is fit for use or for any particular purpose. Contractor is solely responsible for the selection of the equipment and assurance of its safety. Contractor shall only use the equipment for its intended purpose and use.

- Michelin reserves the right to require that Contractor have additional insurance, as may be required, before it is allowed to use such equipment.
  - Operation and use of the equipment shall be managed by Contractor when the equipment is checked out by Contractor. Contractor must keep the equipment in the condition it was received from Michelin, normal wear and tear excluded, and shall be responsible for any costs related to its use and its maintenance while checked out by Contractor.
  - Contractor shall not transfer its right to use the equipment to any other third party contractor.
  - Following use of the equipment by Contractor and upon return to Michelin, Contractor must request that Michelin check the condition of the equipment and record any damage done to the equipment while in Contractor's possession. Following this check, the equipment will be considered "checked back in" by Contractor.
  - Under no circumstance shall Contractor remove Michelin equipment from any Michelin premises.
  - Contractor assumes all risk of loss, destruction or damage to Michelin equipment, even if by accident or an Act of God, when it is checked out by Contractor. In the event Michelin equipment is lost, destroyed or damaged while in Contractor's possession, Contractor, at Michelin's option, will repair or replace the equipment at its own expense or pay Michelin the value of the equipment.
  - Contractor shall indemnify Michelin, its employees, agents and representatives (collectively "Michelin") from and against any and all claims, costs, damages, injury, liability, losses or compensation, including attorneys' and other legal fees, charges or expenses, whether for injury to persons, damage to property or otherwise, made against or suffered or incurred by Michelin as a result of Contractor's use of Michelin equipment.
  - Contractor expressly releases Michelin, its employees, agents and representatives (collectively "Michelin") from any liability, and agrees to hold Michelin harmless, in connection with the use or possession of the equipment. This release is for any and all liability for personal injuries (including death) and property losses or damage occasioned by, or in connection with the use or possession of the equipment.
  - Michelin may request execution of an Agreement to Borrow Equipment and Release of Liability before any equipment can be used by Contractor.
- Asbestos Related Services
    - Services which involve asbestos-containing materials must be conducted by an asbestos-licensed contractor. Contractor not specifically tasked with asbestos removal cannot remove any asbestos-containing materials or subcontract the removal of asbestos-containing materials. Should asbestos or materials potentially containing asbestos be encountered while performing Services, Contractor must stop Services immediately and inform Michelin's EP site representative so proper actions can be taken.
    - Contractor shall not bring any asbestos-containing materials into any Michelin premises without prior notification and approval by Michelin's EP site representative.
    - Contractor shall not bring any hazardous materials into any Michelin premises without prior notification and approval by Michelin's EP site representative.
    - Contractor shall remove its waste from Customer's premises and recycle such waste, if possible.

### **Consulting/contracting services that do not require significant risk exposure**

Individual consultants and contractors, or small firms that will be providing consulting/contracting services that do not require significant risk exposure, may be exempt from providing some of the preliminary information required above. Generally, “consulting/contracting services that do not require significant risk exposure” means that they will:

- not be conducting physical/manual “work” in the plants or facilities
- be limited to working in an office/conference room environment
- have very specific and defined tasks
- will be escorted by a company representative
- simply observing activities and/or offering consulting input
- not be laying hand on equipment, climbing ladders, turning wrenches, pulling wire, changing light bulbs, replacing electronic components in computer rooms, or similar tasks

**Determination of whether or not the service does not require significant risk exposure will be determined by the Michelin Site EP manager.**

The following requirements must be included in specifications provided to Purchasing for the purpose of bidding and subsequently contracting services:

An EHS plan that meets Michelin’s requirements will not be required for contractors/consultants performing these specific types of tasks. However, the associated supplemental EHS information questionnaire must be submitted, and accepted by the Michelin’s site EP Manager. This review must be completed during the pre-qualification stages for a contractor. Michelin EP management (site or central) have the right to refuse to accept contractor, based on results of this review.

A letter from the consultant/contractor including the following, at a minimum, must be provided :

- a statement of the specific, limited scope of the task(s) to be performed
- a confirmation that they will comply with all Michelin identified requirements, as provided to them by their Michelin Site contact
- a confirmation that they will be responsible to ensure that any personnel under their direction will also comply
- a confirmation that they understand that the Michelin site representative will determine what Michelin-specific safety information and orientation will be provided, including any necessary training, and that they will receive and comply with that information/training.
- that if their task(s) roles change during the course of the project to include activities outside of this limited exemption, they will be required to meet all applicable requirements

- while conducting their tasks at Michelin, they will comply with all applicable Local, State, and Federal regulatory and legal requirements
- they understand and agree that no contractor may bring any asbestos-containing materials onto a Michelin site without prior notification and approval by the Michelin plant EP department, and that
- no contractor may bring any hazardous materials onto a Michelin site without prior notification and approval by the Michelin plant EP department.

Failure to comply with the requirements set forth in this Section shall give rise to an immediate right of termination of this Agreement, and/or any Schedule(s) executed pursuant to this Agreement, by Michelin.