

## HITACHI HIGH TECHNOLOGIES AMERICA, INC.

### CHEMICAL SUBSTANCES SPECIFICATION

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Dear Hitachi High Technologies America, Inc. (HTA) supplier:

Strong and compliant relationships with our suppliers are critical to our success. We value our relationship with your company, and we look forward to continued improvement in all of our business dealings.

To serve our customers and employees, and fulfill our social responsibility as a corporate citizen, HTA is committed to respect the environment and help build more prosperous communities where we operate. In pursuit of these commitments, and in an effort to ensure that all products that HTA sells meet legal and regulatory requirements and our customers' standards regarding their chemical composition, HTA has adopted, and requires our suppliers to comply with, this Chemical Substances Specification ("Specification"). This Specification incorporates all applicable requirements of international, national, state, and local laws, regulations, directives, and other mandatory standards, prohibitions, and restrictions (collectively, "Laws.") We also encourage our suppliers to take their own steps, beyond compliance with this Specification, to evaluate and reduce any adverse health, safety, and environmental impacts from chemicals present in their products.

This Specification applies to each supplier that sells or otherwise supplies to HTA any products, components, parts, accessories, packaging, or other related items (collectively, "Products"), for HTA to resell or otherwise redistribute, or incorporate into or with an HTA product (a "Supplier.") Under this Specification, each such Supplier agrees that:

1. The Supplier certifies that no Product that the Supplier supplies to HTA contains any chemical substance, material, or combination thereof (collectively, "Chemicals") in an amount that either exceeds any maximum permissible concentration or quantity under, or otherwise violates, any applicable Laws, or that violates any HTA customer standard or requirement of which the Supplier has received written notice.

2. Without limiting Paragraph 1, the Supplier certifies that no Product that the Supplier supplies to HTA contains any Chemical (or any concentration or quantity thereof) that either (a)

has been imported in violation of applicable Laws, or (b) is not permitted to be manufactured, processed, and/or sold under applicable Laws.

3. Without limiting Paragraph 1, the Supplier certifies that the Supplier has disclosed to HTA (on a safety data sheet or otherwise) any restrictions or conditions applicable under any Laws to any Product due to its Chemical composition and provided to HTA any information to HTA necessary for its compliance with such Law.

4. The Supplier shall give HTA prompt written notice, in reasonable detail, regarding the actual or potential failure of any Product supplied to HTA to comply with the requirements of Paragraphs 1, 2, and 3. If the Supplier seeks an exemption or waiver regarding any part of this Specification, the Supplier must present a specific written request to HTA, which HTA may approve or decline, in its sole discretion.

5. The Supplier shall maintain records that demonstrate Supplier's compliance with this Specification, allow HTA to audit such records, and provide all information that HTA may request, from time to time, regarding the chemical content of Products and management of Chemicals in the Products that Supplier supplies to HTA. Such records and information include but are not limited to Chemical test data, the identity and contact information of the manufacturer of any Product (if the Supplier is not the manufacturer), information requested by HTA customers, periodic update requests, and supporting documents and reports. The Supplier authorizes HTA to disclose this information to any government agency or HTA customer, when (a) legally required, or (b) in HTA's discretion, after providing reasonable notice to the Supplier and establishing reasonable protection for any such information that the Supplier demonstrates is confidential and/or proprietary business information. This Specification is not intended to create or modify rights for any third party.

6. The Supplier acknowledges that HTA will rely on the Supplier's compliance with this Specification if HTA purchases Products from the Supplier. The Supplier agrees to bear responsibility for any and all loss, liability, or other adverse consequences incurred or suffered by HTA, its customers, or their employees and affiliates, arising from the Supplier's failure to comply with this Specification.

7. The Supplier will adhere to this Specification effective immediately on the date of this Specification. This Specification is incorporated into each purchase order that HTA issues to a Supplier on and after such date. This Specification supplements any Product specifications or

other requirements set forth in any HTA purchase order or agreement between HTA and a Supplier. If differences arise between this Specification and any such order or agreement, the standard that is more restrictive for any Chemicals contained in the Product shall prevail. HTA may update this Specification from time to time, effective when HTA provides written notice to the Supplier.

Upon a Supplier's request at any time, HTA will provide the current form of the Specification then in effect. A Supplier should direct all questions or notifications regarding this Specification to the Supplier's HTA customer contact.

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