

Date:

(Epson Group company)

Actions Relating to Assurance Against Chemical Substance Inclusion in Products

The undersigned company (“we”) pledges to take the following actions relating to assurance against chemical substance inclusion in products delivered to the Epson Group.

1. Definitions

Terms used in this document are defined as follows:

- 1) “Epson Group” means Seiko Epson Corporation and its subsidiary companies (companies in which Epson owns a majority of the total voting rights).
- 2) “Laws and regulations” means relevant laws, ordinances, legal regulations, guidance and so forth established by a supervising government agency, etc. in a given country or region.
- 3) “Production material for delivery to the Epson Group” means finished products, semi-finished products, parts and components, raw materials and other goods that we deliver to the Epson Group.
- 4) "Green Purchasing Standard for Production Materials" is a document separately presented to us by the Epson Group, the document setting forth Epson Group's requirements concerning substances in production materials delivered to it.
- 5) “Substances banned from inclusion in products” means substances listed in the Green Purchasing Standard for Production Materials and whose inclusion in production materials for delivery to Epson is prohibited by the Epson Group and/or by laws and regulations.
- 6) "Substances to be eliminated from products" means substances specified in the Green Purchasing Standard for Production Materials whose inclusion in products was immediately banned after passage of a set deadline or will be banned as of a set deadline.
- 7) “Substances banned from use in manufacturing processes” means substances listed in the Green Purchasing Standard for Production Materials whose inclusion in manufacturing processes is prohibited by the Epson Group and/or by laws and regulations.

2. Banned substances

- 1) We strive to observe the laws and regulations of nations and regions relating to the prohibition and controlled use of substances, and we guarantee that our production materials for delivery to the Epson Group do not contain substances banned from inclusion in products. Furthermore, we pledge to abide by any separate instructions from the Epson Group in this regard.
- 2) We guarantee that, effective on the date specified in the Green Purchasing Standard for Production Materials, we will not include in production materials for delivery to the Epson Group substances to be eliminated from products. Furthermore, we pledge to abide by any separate instructions from the Epson Group in this regard.
- 3) We guarantee that we do not use any of the substances banned from use in manufacturing processes, as specified by the Epson Group, in our manufacturing processes for production materials for delivery to the Epson Group.
- 4) We will immediately notify the Epson Group if we conclude that we will not or may not be able to observe the preceding three provisions, and we will discuss with the Epson Group what action to take.

3. Observance of the Green Purchasing Standard

We understand the spirit of the Green Purchasing Standard for Production Materials, we will observe the provisions therein, and we will control substances pursuant to the standard.

4. Checking the state of control

- 1) We will provide the Epson Group, at its request, with the following items relating to the control of substances included in products: reports and other documents, samples of production materials for delivery to the Epson Group, and test data.
- 2) We agree to allow the Epson Group or a third party designated by the Epson Group to perform on-site audits of our places of business, factories, warehouses, offices and other facilities, provided that we receive advance notice and that we grant our consent. However, we shall not refuse said on-site audits of our premises without justifiable reason.
- 3) We will advance the strict control of substances included in products at our suppliers' sites and will periodically perform audits or surveys, etc. of said suppliers.
- 4) We will cooperate in the implementation of on-site audits of the places of business, plants, warehouses or offices, etc. of our direct suppliers, secondary suppliers, and other suppliers in the supply chain by the Epson Group and by third parties specified by the Epson Group, provided that we receive advance notice and that we have granted our consent. However, we shall not refuse said on-site audits of the premises of our direct suppliers, secondary suppliers, and other suppliers in the supply chain without justifiable reason.

5. Duty of notification regarding changes

If there is a possibility of changes in substances included in production materials for delivery to the Epson Group due to changes in manufacturing processes, materials, or other factors affecting those, we will provide advance written notice describing the nature of changes to the point of contact at the Epson Group site to which said production materials are to be delivered, based on a full understanding of the Green Purchasing Standard for Production Materials.

6. Notice of nonconformance

If any of the substances banned from inclusion in products by the Epson Group are included or might be included in production materials for delivery to the Epson Group, we will promptly notify the Epson Group and take immediate corrective action.

7. Indemnification

If the Epson Group incurs loss or damage due to a violation of any portion of this agreement on our part, we will indemnify the Epson Group for the loss or damage in an amount to be mutually agreed upon.

8. Revision of the Green Purchasing Standard

- 1) If we are notified by the Epson Group of a revised version of the Green Purchasing Standards for Production Materials, and if we consent to the changes therein, we pledge to observe the requirements stated in the latest version of the Green Purchasing Standards for Production Materials.
- 2) If we are notified by the Epson Group of a revised version of the Green Purchasing Standards for Production Materials but cannot agree to observe the changes therein, we will notify the Epson Group to that effect on or before the date the revised version comes into effect and will discuss in good faith with the Epson Group what action to take.
- 3) The Epson Group may assume that we consent to any and all new requirements in a revised version of the Green Purchasing Standards for Production Materials if we fail to notify the Epson Group with regard to whether we accept or reject the new requirements by the date on which the revised version of the Green Purchasing Standards for Production Materials comes into effect. However, this is contingent on the Epson Group notifying us of the revised version of the Green Purchasing Standards for Production Materials at least 30 day

before the date on which the revised version comes into effect. If we were not notified of a revised version at least 30 day in advance, we will separately discuss with the Epson Group what action to take.

9. Discussions

We will discuss in good faith with the Epson Group any matters not addressed herein or doubts or questions that arise.

[Company name]
[Department name]
[Representative name]

Signature