

Title	<b>Contractor Hazardous Substance Disposal Requirements Statement</b>	Current Revision Date	02/26/20	Specification Number	SBP-821E	Revision	-	Page	1 of 3
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**CONTRACTOR HAZARDOUS SUBSTANCE DISPOSAL REQUIREMENTS STATEMENT**

This statement is directed to persons or firms that have been or are being engaged to perform services (“Services”) for Cree, Inc. or one of its subsidiaries (“Cree”) under a service agreement, purchase order, or other contractual arrangement (the “Agreement”) on property owned or leased by Cree or on property of a third party for Cree’s benefit and such, Services may require the handling, removal, transport, recycling, reuse, and /or disposal of Hazardous Substances (“HazMat Work”). The requirements provided herein are intended to supplement, and shall not replace or supersede, the provisions of the Agreement between Cree and the Contractor; provided that in the event of conflict between the provisions herein and the Agreement, the provisions herein shall control. As used below, “Contractor” refers to the person or firm that has contracted with Cree to provide such Services and is inclusive of its agents, employees, and subcontractors (if any), and “Cree site” refers to the Cree or third-party property or properties on which such Services are performed. For purposes of this Statement, “Contractor” shall refer to (Company Name) \_\_\_\_\_.

In the event the performance of Services under the Agreement includes HazMat Work at a Cree site, the Contractor shall be obligated to comply with all applicable laws, ordinances, orders, and regulations related thereto and is responsible for ensuring that its agents, employees, and subcontractors, if any, also comply with all such laws, ordinances, orders, and regulations.

Contractor acknowledges and agrees as follows:

1. As used in this statement, the term “Hazardous Substances” shall refer to any hazardous or toxic substances, materials, or wastes including, but not limited to, those substances, materials, and wastes: (i) listed in the U.S. Department of Transportation Hazardous materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR § 302) including amendments thereto; (ii) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act, 33 USC §§ 1251, *et seq.* (33 USC § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 USC § 1317); (iii) defined as “hazardous wastes” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 USC §§ 6901, *et seq.* (42 USC § 6903); or (iv) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §§ 9601, *et seq.* or any other substances (including, without limitation, asbestos and raw materials which include hazardous constituents), the general discharge, use, or removal of which is restricted, prohibited, or penalized by any federal, state, or local law, regulation order, or ordinance relating to pollution or protection of the environment (collectively, “Environmental Laws”).
2. All taxes, levies, and assessment imposed or enforced by any governmental agency incurred by Contractor in connection with the HazMat Work will be the responsibility of Contractor. Cree is not obligated to pay or separately reimburse Contractor for any expenses, fees, or other costs incurred by Contractor that are not expressly authorized by Cree pursuant to the Agreement.
3. Contractor warrants, represents, and covenants that: (i) Contractor has and will have throughout the term of the Agreement between the parties: (a) all permits, licenses, or other regulatory approval, and (b) filed all reports and made all notifications required by any federal, state, or local governmental authority to perform such HazMat Work; and (ii) Contractor will comply throughout the term of the Agreement (including all extensions or renewals) with all Environmental laws in effect and applicable at the time such HazMat Work is performed. Contractor shall furnish to Cree, upon request, copies of all such permits, licenses, and approvals.
4. Contractor warrants that:
  - o It understands the currently known hazards which are presented to persons, property, and the environment in connection with the HazMat Work;
  - o It will perform or ensure that all such work is performed in a safe, efficient, lawful, and workmanlike manner in accordance with the customary industry standards of care, skill, and diligence in the state where the work site is located;

**CONTROLLED DOCUMENT**

*If printed this document becomes uncontrolled.*

*Controlled copies must be printed and stamped by Document Control with a red controlled document stamp*

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- All capacity to service the Hazardous Substances will be contracted for prior to the time Services are commenced;
- Containers, if any, supplied by Contractor shall be in conformity with any and all applicable DOT, EPA, and OSHA regulations and the provisions of all other applicable federal, state, and local laws, rules, regulations, and orders; and
- Contractor has the capability, expertise, experience, available personnel, and means required to perform the HazMat Work contemplated in the Agreement.

5. In addition to the foregoing, Contractor agrees to abide by the following in its performance of Services:

- Waste Handling:
  - Nothing may be dumped down a stormwater drain. Notable exclusions: water line and hydrant flushing.
  - Nothing may be discharged to wastewater without prior approval from EHS. Submit requests to your sponsor.
  - If you are disposing of any chemically contaminated materials or equipment (i.e. demolition), ensure it is either
    - Placed in a covered dumpster, or
    - Placed in a water-tight container or bag, before placement in a dumpster.
  - Waste collection containers, other than typical construction debris boxes, should be properly labeled with the Contractor company name as the generator name and the contents of waste. Contact Cree's Environmental Department for guidance.
  - Waste generated and collected during construction, other than standard construction debris, will be managed by Cree. This includes, but is not limited to, used oils, oil and fuel spill clean-up, oily rags, and batteries.
  - Whenever feasible, separate construction and debris (C&D) waste into mixed metals, wood, cardboard, and any other recyclable plastic waste stream, where possible.
- Concrete work:
  - Clean up all concrete dust/cutting slurry off outdoor surfaces prior to project completion. These solids are not permitted to go into any drain.
  - Concrete washout may only be conducted in the designated area. Notify Cree Facilities or EHS departments if you observe leaks, issues, or misuse of the washout area.
- Petroleum use in equipment/vehicles:
  - Immediately report any fluid leaks from vehicles or equipment. Prevent leaks from entering any drain whenever possible.
  - When dispensing petroleum products, utilize drip pans and containment where practicable.

6. Contractor shall defend, indemnify, and hold Cree, its officers, directors, employees, affiliates, and agents harmless from all liability, claims, suits, losses, fines, forfeitures, penalties, damages, demands, costs, actions, or causes of action, including reasonable attorneys' and expert's fees and expenses, which Cree may hereafter incur, become responsible for or pay as a results of: (i) death or bodily injury to any person (including employees, agents, or contractors of Contractor); (ii) destruction or damage to property; (iii) contamination of or adverse effects on the environment; or (iv) any violation or alleged violation of the Environmental Laws (collectively, "Injury", which Injury is caused by or results from any breach of Contractor's obligations hereunder or the negligent or willful acts or omissions of Contractor, its employees, subcontractors or agents, or any other person directly or indirectly employed by Contractor in connection with the HazMat Work. Notwithstanding the foregoing, at Contractor's sole expense, Cree may perform all clean-up activities associated with any contamination of or adverse effects on the environment sustained at a Cree site caused by or resulting from Contractor's breach of its obligations hereunder or the negligent or willful acts or omissions of Contractor, its employees, subcontractors or agents or any other person directly or indirectly employed by Contractor in connection with the HazMat Work.

Contractor acknowledges that it has been given an opportunity to ask questions about these requirements and to have those questions answered. Any such questions shall be directed to Cree's Manager of Environmental, Health & Safety.

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The individual executing this Statement electronically or manually represents and warrants to Cree, Inc. that he/she is an Authorized Representative of Contractor. If the Statement is submitted electronically, the Authorized Representative adopts as his/her electronic signature the personal identifying information provided by the Authorized Representative in connection with the submission, and upon submission, this Statement shall be binding on Contractor and its successors and permitted assigns (or in the case of an individual, his/her heirs and personal representatives). Electronic signatures will have the same force and effect as handwritten signatures.

If Contractor’s Authorized Representative elects to opt-out of executing this Statement electronically, he/she should contact the Cree-Wolfspeed Sponsor; who can provide a printed version of the Statements to be signed manually.

By signing this Statement, the Contractor Authorized Representative acknowledges and agrees that the Contractor will comply with the **Contractor Hazardous Substance Disposal Statement**.

In addition to execution by an authorized representative of Contractor, the Statement should be printed (found at [www.cree.com/about/suppliers-contractors/contractor-info](http://www.cree.com/about/suppliers-contractors/contractor-info) under Quick Links) and made available to the Contractor’s manager or other employee responsible for directing the work at the Cree site (referred to below as the “Project Manager”). The Project Manager is responsible for communicating the information in this statement, as appropriate, to Contractor’s employees and subcontractors, if any.

**Authorized Representative of Contractor:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DOCUMENT REVISION HISTORY**

Date	Rev	Change Description	Reason for Change	By:
<b>Previous Revision Change Details are viewable in Winshuttle History.</b>				
02/26/20	-	New form for Contractor Hazardous Substance Disposal Requirements Statement	Mimics Online Formsite Version within SBP-821B	C. Wallace