JMC
Japan Machinery Center

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June 23, 2014

The Honorable Paul Piquado
Assistant Secretary, for Enforcement and Compliance
U.S. Department of Commerce
14th Street and Constitution Avenue, NW
Washington, DC 20230

Re: The Differential Pricing Analysis

Dear Mr. Secretary:

On behalf of the Board of Directors of the Japan Machinery Center for Trade and Investment (JMC) and its 247 member corporations,[1] I am writing to you to express our views on the differential pricing analysis proposed by the Department of Commerce (the "Department") to determine targeted dumping and whether to apply the average-to-transaction method under 19 U.S.C. § 777A(d)(1)(B) of the Tariff Act of 1930. We encourage the Department not to apply the proposed differential pricing analysis to determine targeted dumping. The proposed analysis fails to identify targeted dumping by customer, region or time period; falsely identifies non-targeted sales as targeted; and applies the average-to-transaction method to non-targeted sales. For the reasons discussed below, the proposed analysis is unreasonable and inconsistent with U.S. obligations under the General Agreement on Tariffs and Trade 1994 ("*GATT 1994*") and the Agreement on Implementation of Article VI of the *GATT 1994* (the "*Anti-Dumping Agreement*").

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[1] JMC is a non-profit organization that represents Japan's major electronics and machinery manufacturers, trading companies and engineering companies. JMC's activities emphasize multilateral trade and investment rules, bilateral free trade agreements, environmental protection regulations, national industrial policies, trade related security measures, and trade insurance.

I. THE DEPARTMENT'S PROPOSED METHODOLOGY OF DIFFERENTIAL PRICING ANALYSIS

According to the Department's Federal Register Notice[2] and SAS programs, the Department will conduct the following analysis to identify targeted sales and determine whether to apply the average-to-transaction method:

- First, the Department applies a "Cohen's d test" to evaluate the extent to which prices to a particular customer, region, or period of time differ significantly from prices of all other sales with an identical CONNUM. The Department applies the Cohen's *d* test to each of individual group of sales of the same CONNUM to a particular customer, region or time period to measure the effect size (*i.e.*, Cohen's *d* coefficient). If the effect size for the group is large (*i.e.*, greater than 0.8), then such group passes the Cohen's *d* test.

- Second, the Department applies a "ratio test." The Department adds up the value of all sales that pass the above-mentioned Cohen's *d* test, and divides the value of these sales by the value of the entire sales under investigation. If such ratio is:

    - ***33 per cent or less***, no targeted dumping is found. The Department applies the standard average-to-average method to all export sales, and calculates the total dumping margin without zeroing;

    - ***More than 33 per cent and less than 66 per cent***, then the Department applies the average-to-transaction method to the sales that pass the Cohen's *d* test, and the standard average-to-average method to all other sales. In calculating the overall dumping margin, the Department sets negative dumping margins resulting from the average-to-transaction method to zero, but does not set negative dumping margins resulting from the average-to-average method to zero. The Department also calculates the overall dumping margin using the average-to-average method without zeroing. If the former is meaningfully higher than the latter, the Department uses the former calculation method to determine the margin rate.

    - ***66 per cent or more***, then the Department applies the average-to-transaction method to all sales under investigation (with zeroing) to calculate the overall dumping margin. The Department also calculates the overall dumping margin using the average-to-average method without zeroing. If the former is meaningfully higher than the latter, the Department uses the former calculation method to determine the margin rate.

[2] Differential Pricing Analysis; Request for Comments, 79 Fed. Reg. 26720 (May 9, 2014)

II. DISCIPLINES IN *AD AGREEMENT* WITH RESPECT TO TARGETED DUMPING

The second sentence of Article 2.4.2 of the *Anti-Dumping Agreement* imposes disciplines on the application of targeted dumping as follows:

> A normal value established on a weighted average basis may be compared to prices of individual export transactions if the authorities find a pattern of export prices which differ significantly among different purchasers, regions or time periods, and if an explanation is provided as to why such differences cannot be taken into account appropriately by the use of a weighted average-to-weighted average or transaction-to-transaction comparison.

This sentence mandates that the investigating authority may apply the average-to-transaction method to calculate the dumping margin only when the authority finds "a pattern of export prices." It further establishes that such export prices must "differ significantly" among "purchasers, regions or time periods". The Appellate Body has explained that the "second sentence of Article 2.4.2 provides an asymmetrical comparison methodology to address a pattern of "targeted" dumping found among certain purchasers, in certain regions, or during certain time periods."[3]

The question under this provision is, therefore, whether there is "a pattern of export prices" with respect to a particular purchaser, region or time-period, and whether such export prices differ significantly from export prices to other purchasers, regions or time-periods. The ordinary meaning of a "pattern" is "the regular and repeated way in which something happens or is done".[4] Applying this ordinary meaning into the context of the second sentence of Article 2.4.2, therefore, the question is whether export prices to a particular purchaser (or region or time-period) differ significantly from export prices to other purchasers (or regions or time-periods) in a regular and repeated manner. The Appellate Body supports this interpretation, stating, "The prices of transactions that fall within this *pattern* must be found to differ significantly from other export prices."[5]

In view of the disciplines imposed by Article 2.4.2 of the *AD* Agreement, we now turn to the reasonableness and consistency of the Department's proposed methodology.

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[3] Appellate Body Report, Appellate Body Report, *United States – Measures Relating to Zeroing and Sunset Reviews*, WT/DS322/AB/R, adopted 23 January 2007, DSR 2007:I, p. 3, ("*US – Zeroing (Japan)*"), para. 131.

[4] Marrian-Wbster Dictionary at http://www.merriam-webster.com/dictionary/pattern. Oxford Advanced Learner's Dictionary, 8th Edition, also defines "the regular way in which something happens or is done" at page 1115.

[5] Appellate Body Report, *US – Zeroing (Japan)*, para. 135.

III. The Department's Proposed Methodology is not Reasonable and is Inconsistent with Disciplines in the AD Agreement

The Department's proposed methodology to identify targeted dumping and to decide whether to apply the average-to-transaction method is troubling because it is unreasonable and inconsistent with Article 2.4.2 of the *AD Agreement*.

A. Inconsistency of CONNUM Specific Analysis with the AD Agreement

First, the Department's proposed methodology fails to examine whether export prices to a particular customer (or region or time-period) differ significantly from other customers (or regions or time-periods) in a regular and repeated manner.

In the first step, the Department applies the Cohen's *d* test to the group of sales with the same CONNUM and the same customer (or region or time-period). Accordingly, the Department's first step is to analyze whether prices of certain sales of a specific CONNUM differ significantly from the remaining sales with the same CONNUM. In the second step, the Department aggregates the value of export prices, which pass the Cohen's *d* test, and compares this value with the value of the entire sales under investigation.

In these steps, the Department fails to conduct any analysis of whether export prices to a particular purchaser (or region or time-period) differ significantly in a regular and repeated way from sales to other purchasers (or regions or time-periods). To the contrary, the Department will find that sales of a specific CONNNUM to a customer were targeted even where sales of other CONNUMs to the same customer were priced comparably to sales to other customers. Consequently, the Department's analysis fails to establish that sales prices to a particular purchaser (or region or time-period) differ significantly from prices to others.

As such, the Department's methodology is concerned with CONNUM-specific price difference, and does not involves any analysis whether or not export prices with respect to a particular purchaser (or region or time-period) that differ significantly in a regular and repeated manner from export prices to other purchasers (or regions or time-period). The failure to establish a pattern of significant price differences to a particular customer (region or time-period) based on all CONNUMs, is inconsistent with the requirement of the second sentence of Article 2.4.2 of the *AD Agreement*.

B. The Department's Methodology Does Not Examine Whether the Difference in Export Prices is In Fact Significant

The Department's methodology is also unreasonable and inconsistent with Article 2.4.2 of the *AD Agreement* because it fails to examine whether export prices to a particular customer, region or time period in fact differ "significantly".

The Cohen's *d* test measures the differences in the weighted average price between two groups of sales in comparison with one standard deviation of these two groups. Accordingly, where one standard deviation is small, the Cohen's *d* test identifies even a *de minimis* difference in the weighted average price between two groups as having a large effect size. For example, please see the attached a sample sales in Chart 1. In this case, an exporter sold its identical merchandise in the first and second quarters at US$100.00. The exporter then reduced its export price by US$1.00, or one percent, in the third quarter in response to a decline in raw material costs and the corresponding decline in the market price. Even in such a small price adjustments as often seen in the market place, the sales group of the 4^{th} quarter passes the Cohen's *d* test. Under the Department's methodology, export prices in the 4^{th} quarter differ significantly from other quarters even though the difference in weighted average price is less than one percent between the two groups (US$0.67), and even though the price in the 4^{th} quarter is identical to the price in the 3^{rd} quarter.

As demonstrated above, the Department's methodology determines that export prices differ significantly from others, even though the actual price difference is negligible. The Department's blind reliance on the Cohen's *d* test without any further analysis of actual data does not correctly measure whether export prices to a particular group differ significantly, and is thus inconsistent with Article 2.4.2 of the *AD Agreement.*

C. UNREASONABLE APPLICATION OF COHEN'S D TEST TO BOTH SIDES OF COMPARISON

The Department's use of the Cohen's *d* test also will create unreasonable results – establishing that both the test group of sales and the comparison group of other remaining sales were targeted.

Let's assume that there are two major customers A and B, and also a few sales to other customers which are so small that have no meaningful effects to the weighted average price or one standard deviation for the Cohen's *d* test purposes. In such case, the Department effectively applies the Cohen's *d* test between the sales to customer A and the sales to customer B. Because the sales prices to customer A differ significantly from sales prices to customer B, sales to customer A pass the Cohen's *d* test. Under the Department's current methodology, the Department also applies the Cohen's *d* test to sales prices to customer B, comparing them to sales prices to others, including customer A. Sales to customer B also pass the Cohen's *d* test because their prices differ significantly from sales prices to customer A. In this way, the Department's differential pricing analysis is circular and fails to determine whether either group of sales is targeted. This unreasonable result arises from the intrinsic error in the Department's methodology to apply the Cohen's *d* test to both sides of comparisons.

Please see attached Charts 1 and 2 as an example. As discussed above, under the Cohen's *d* the effect size of sales in the 4th quarter is large (Cohen's *d* coefficient > 0.8), and thus these sales pass the first step. Because the Department applies the same Cohen's *d* test to sales in the 1st quarter, these sales, when compared with the sales group, including sales in the 4th quarter, also pass the test. Further, because the sales group of the 3rd quarter is identical to the 4th quarter in terms of the number of sales and their price, the sales of the 3rd quarter also pass the Cohen's *d* test. In the same manner, the sales of the 2nd quarter also pass the Cohen's *d* test. In the end, sales in all 4 quarters pass the Cohen's *d* test.

This methodology is not only unreasonable, but also inconsistent with Article 2.4.2 of the *AD Agreement*. Article 2.4.2 establishes that prices of "individual export transactions" may be compared with the weighted average of the normal value only when a pattern of "export prices" differ significantly. In this context, the Appellate Body has explained:

> We therefore read the phrase "individual export transactions" in that sentence as referring to the transactions that fall within the relevant pricing pattern. This universe of export transactions would necessarily be more limited than the universe of export transactions to which the symmetrical comparison methodologies in the first sentence of Article 2.4.2 would apply. [6]

As clarified by the Appellate Body, the investigating authority is required to establish that sales to a particular purchaser (or region or time-period) are targeted because such prices differ significantly from prices of other sales. Article 2.4.2 of the *AD Agreement* does ***not*** allow the authority to find targeted dumping with respect to both a group of particular sales and the other sales. Either must be found to be ordinary sales to find that the other is targeted.

As such, the Department's application of the Cohen's *d* test is both unreasonable and inconsistent with Article 2.4.2 of the *AD Agreement*.

D. No Justifications to Apply the 33 per Cent and 66 per Cent Test

[6] Appellate Body Report, *US – Zeroing (Japan)*, para. 135.

The Department's "ratio test" does not provide a legitimate basis to apply the average-to-transaction method to any sales, and thus is inconsistent with Article 2.4.2 of the *AD Agreement*.

The Department applies the average-to-transaction method only to sales that pass the Cohen's *d* test, if the value of such sales is found to be more than 33 percent and less than 66 per cent of the value of the entire sales under investigation. The Department applies the average-to-transaction method to the entire sales if 66 per cent or more of the value of the entire sales is found to have passed the Cohen's *d* test. The Department, however, does not provide any reasons why the authority is allowed to apply the average-to-transaction method where sales that pass the Cohen's *d* test reach the 33 percent or 66 percent threshold.

Indeed, the Department cannot provide legitimate reasons to apply the 33 and 66 percent tests because it has none. Article 2.4.2 of the *AD Agreement* allows the authority to apply the average-to-transaction method only to those export transactions to a customer (or region or time-period) found to be targeted based on a pattern of significant price differences compared to prices to other customers (regions or time periods). There are no other criteria to allow the authority to apply the average-to-transaction method. As discussed above, sales that pass the Cohen's *d* test do not satisfy the requirement of Article 2.4.2 that a pattern of export prices must be found on a purchaser, region or time-period basis. Mere accumulation of CONNUM-specific sales, which pass the Cohen's *d* test, to 33 percent of the value of the entire sales cannot remedy this deficiency without any further analysis on a customer, region or time-period basis.

Nor does Article 2.4.2 allow the authority to apply the average-to-transaction method to export sales transactions which are not found to differ significantly from others. Nonetheless, the Department applies the average-to-transaction method to the entire sales, including export sales which do not pass the Cohen's *d* test, where 66 percent or more of the value of the entire sales pass the Cohen's *d* test.

In sum, the Department's "ratio test" has no legitimate basis, and is inconsistent with Article 2.4.2 of the *AD Agreement*.

IV. <u>Conclusion</u>

As discussed above, all aspects of the Department's proposed differential pricing analysis to determine targeted dumping are unreasonable, unjustifiable and inconsistent with the provisions of Article 2.4.2 of the *AD Agreement*. JMC, therefore, respectfully requests that the Department not adopt the proposed differential pricing analysis.

We would be happy to answer any questions that the Department may have. JMC appreciates the Department's consideration of these comments.

Sincerely yours,

H. Kuramochi

Haruhiko Kuramochi
Executive Managing Director
Japanese Machinery Center for Trade and Investment (JMC)

See attached charts, and member list

Chart 1: Application of Cohen's *d* test to Sales of Identical Merchandise in 4th Quarter

<table>
<tr><th rowspan="2">Time Period</th><th rowspan="2">Obs #</th><th rowspan="2">Export Price</th><th rowspan="2">QTY</th><th rowspan="2">Weighted-Average Price</th><th rowspan="2">1 Standard Deviation</th><th colspan="4">Cohen's d Test</th></tr>
<tr><th>STDEVP^2</th><th>Denomi-nator</th><th>Numer-ator</th><th>Effect Size</th></tr>
<tr><td rowspan="5">1Q</td><td>1</td><td>100.00</td><td>1.00</td><td rowspan="15">99.67</td><td rowspan="15">0.47</td><td rowspan="15">0.22</td><td rowspan="20">0.33</td><td rowspan="20">0.67</td><td rowspan="20">2.00</td></tr>
<tr><td>2</td><td>100.00</td><td>1.00</td></tr>
<tr><td>3</td><td>100.00</td><td>1.00</td></tr>
<tr><td>4</td><td>100.00</td><td>1.00</td></tr>
<tr><td>5</td><td>100.00</td><td>1.00</td></tr>
<tr><td rowspan="5">2Q</td><td>6</td><td>100.00</td><td>1.00</td></tr>
<tr><td>7</td><td>100.00</td><td>1.00</td></tr>
<tr><td>8</td><td>100.00</td><td>1.00</td></tr>
<tr><td>9</td><td>100.00</td><td>1.00</td></tr>
<tr><td>10</td><td>100.00</td><td>1.00</td></tr>
<tr><td rowspan="5">3Q</td><td>11</td><td>99.00</td><td>1.00</td></tr>
<tr><td>12</td><td>99.00</td><td>1.00</td></tr>
<tr><td>13</td><td>99.00</td><td>1.00</td></tr>
<tr><td>14</td><td>99.00</td><td>1.00</td></tr>
<tr><td>15</td><td>99.00</td><td>1.00</td></tr>
<tr><td rowspan="5">4Q</td><td>16</td><td>99.00</td><td>1.00</td><td rowspan="5">99.00</td><td rowspan="5">0.00</td><td rowspan="5">0.00</td></tr>
<tr><td>17</td><td>99.00</td><td>1.00</td></tr>
<tr><td>18</td><td>99.00</td><td>1.00</td></tr>
<tr><td>19</td><td>99.00</td><td>1.00</td></tr>
<tr><td>20</td><td>99.00</td><td>1.00</td></tr>
</table>

Chart 2: Application of Cohen's *d* test to Sales of Identical Merchandise in 1st Quarter

Time Period	Obs #	Export Price	QTY	Weighted-Average Price	1 Standard Deviation	Cohen's d Test			
						STDEVP²	Denomi-nator	Numer-ator	Effect Size
1Q	1	100.00	1.00	100.00	0.00	0.00	0.33	0.67	2.00
	2	100.00	1.00						
	3	100.00	1.00						
	4	100.00	1.00						
	5	100.00	1.00						
2Q	6	100.00	1.00	99.33	0.47	0.22			
	7	100.00	1.00						
	8	100.00	1.00						
	9	100.00	1.00						
	10	100.00	1.00						
3Q	11	99.00	1.00						
	12	99.00	1.00						
	13	99.00	1.00						
	14	99.00	1.00						
	15	99.00	1.00						
4Q	16	99.00	1.00						
	17	99.00	1.00						
	18	99.00	1.00						
	19	99.00	1.00						
	20	99.00	1.00						

JMC Membership

A&T Corporation	ABB Bailey Japan Limited	AMADA MACHINE TOOLS CO.,LTD	AMITA COMPANY
ARROWHEAD INTERNATIONAL CORPORATION	Accuphase Laboratory, Inc.	Aida Engineering,Ltd.	Akibo Corporation
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Ebara Environmental Plant Co.,Ltd	Far East Development Corp.	Fuji Electric Co.,Ltd.	Fujitsu General Limited
Fujitsu Limited	Funai Electric Co.,Ltd.	GN Power Ltd.	HONDA ELECTRONICS CO.,LTD.
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Hitachi Capital Corporation	Hitachi High-Technologies Corporation	Hitachi Maxell, Ltd.	Hitachi Mitsubishi Hydro Corporation
Hitachi Zosen Corporation	Hitachi Zosen Fukui Corporation	Hitachi, Ltd.	Hitachi-GE Nuclear Energy, Ltd.
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ITOCHU MACHINE-TECHNOS CORPORATION	ITOCHU Plantech Inc.	ITOCHU Corporation	Ikegai Corporation
Ikegami Koeki Co.,Ltd.	International Services Corporation	Iseki &Co.,Ltd.	Ishikawa Seisakusho, Ltd.
Iss Machinery Services Limited	Iwatani International Corporation	Iyasaka Limited	JFE Engineering Corporation
JFE SHOJI TRADE CORPORATION	JFE Steel Corporation	JNC Engineering Co.,Ltd.	JP Steel Plantech Co.
JTEKT Corporation	JVC KENWOOD Holdings,Inc	Japan Machinery Company	Japan Overseas Rolling Stock Association
Japan Radio Co.,Ltd.	Japan Ship Exporters' Association	Jeol Ltd.	Jgc Corporation
Jtc Corporation	KDDI CORPORATION	KEYENCE CORPORATION	KOKUSAI PULP&PAPER CO.,LTD.
KONICA MINOLTA,INC	KYOCERA Document Solutions Inc.	Kaji Technology Corporation	Kanai Juyo Kogyo Co.,Ltd.
Kanematsu Corporation	Kanematsu Kgk Corp.	Kato Works Co.,Ltd.	Kawajyu Shoji Co.,Ltd.
Kawasaki Heavy Industries, Ltd..	Kawasaki Machine Systems, Ltd	Keyser Mercantile Co.,(Japan) Ltd.	Kitamura Machinery Co.,Ltd.
Kobe Steel, Ltd.	Kobelco Construction Machinery Co.,Ltd.	Kobelco Eco-Solutions Co.,Ltd.	Komatsu Ltd.
Kowa Co.,Ltd.	Kubota Corporation	Kurimoto, Ltd.	Kurita Water Industries Ltd.
Kyokuto Boeki Kaisha, Ltd.	MARUBENI TECHNO-SYSTEMS CORP.	MEDIA GLOBAL LINKS CO.,LTD	METAWATER Co., Ltd
MHI STEEL MACHINERY ENGINEERING & SERVICE CO.,LTD.	MITSUBISHI HEAVY INDUSTRIES ENVIRONMENTAL & CHEMICAL ENGINEERING CO.,LTD.	MITSUBISHI HEAVY INDUSTRIES FOOD&PACKAGING MACHINERY CO.LTD.	MITSUBISHI HITACHI POWER SYSTEMS,LTD.
MITSUBISHI NAGASAKI MACHINERY MFG.CO.,LTD.	MITSUBISHI-HITACHI METALS MACHINERY,INC	Marubeni Corporation	Marubeni Power Systems Corporation
Marubeni Protechs Co., Ltd.	Maruzen Corporation	Meidensha Corporation	Meiji Sangyo Company
Mitsubishi Agricultural Machinery Co.,Ltd.	Mitsubishi Chemical Engineering Corporation	Mitsubishi Corporation	Mitsubishi Corporation Technos
Mitsubishi Electric Corporation	Mitsubishi Heavy Industries Compressor Corporation	Mitsubishi Heavy Industries Machinery Technology Corporation	Mitsubishi Heavy Industries Marine Machinery & Engine Co., Ltd.

Mitsubishi Heavy Industries Printing and Packaging Machinery Ltd.	Mitsubishi Heavy Industries, Ltd.	Mitsubishi Kakoki Kaisha, Ltd.	Mitsui &Co.,Ltd.
Mitsui Chemicals, Inc.	Mitsui Engineering & Shipbuilding Co.,Ltd.	Mitsui Miike Machinery Co.,Ltd.	Mitsui Seiki Kogyo Co.,Ltd.
Mitsui&Co.Plant Systems,Ltd.	Moritani &Co.,Ltd.	Muranaka Medical Instruments Co.,Ltd.	Murata Machinery, Ltd.
NIIGATA LOADING SYSTEMS ,LTD	NIIGATA MACHINE TECHNO CO.,LTD	NIPPON STEEL & SUMIKIN ENGINEERING CO., LTD	NISSHIN METAL WORKING CO.,LTD
Nachi - Fujikoshi Corp.	Nanyo Corporation	Nec Corporation	Nihon Meiwa Co.,Ltd.
Niigata Transys Co.,Ltd	Nikon Corporation	Nippon Conveyor Co.,Ltd.	Nippon S.T.Johnson Sales Co.,Ltd.
Nippon Sharyo, Ltd.	Nippon Yusoki Co.,Ltd.	Nippon Zoki Pharmaceutical Co.,Ltd.	Nishimura Shokai Co.,Ltd.
Nishizawa Ltd.	Nissey Co.,Ltd.	Nissin Electric Co.,Ltd.	Nissin Ion Equipment Co.,Ltd.
Nomura Micro Science Co.,Ltd.	Nomura Trading Co.,Ltd.	Noritake Co.,Limited	Nsk Ltd.
Ntn Corporation	Nuflare Technology Inc.	ORIX Trade International Corporation	Ohmi Industries,Ltd.
Okaya & Co.,Ltd.	Oki Electric Industry Co.,Ltd.	Okuma Corporation	Olympus Corporation
Olympus Imaging Corp.	Olympus Medical Systems Corp.	Omron Corporation	Panasonic Corporation
Panasonic System Networks Co., Ltd.	Pioneer Corporation	Plant Maintenance Corporation	Ricoh Co.,Ltd.
SINFONIA TECHNOLOGY CO., LTD.	Sanki Engineering Co.,Ltd.	Sanko Shoji Ltd.	Sanritsu Kosan Co.,Ltd.
Sanwa Machinery Trading Co.,Ltd.	Sasakura Engineering Co.,Ltd.	Seika Corporation	Seiko Epson Corporation
Sharp Corporation	Shimadzu Corporation	Shin Nippon Koki Co.,Ltd.	Shin Nippon Machinery Co., Ltd
Shin Wako Koeki Co.,Ltd.	Shinkikaigiken Co.,Ltd.	Shinko, Ltd.	Shinsho Corporation
Sojitz Corporation	Sojitz Machinery Corporation	Sony Corporation	Sugikuni Industrial Co.,Ltd.
Sumisho Machinery Trade Corporation	Sumitomo Corporation	Sumitomo Heavy Industries Finetech,Ltd.	Sumitomo Heavy Industries Material Handling Systems Co.,Ltd.
Sumitomo Heavy Industries Modern, Ltd.	Sumitomo Heavy Industries, Ltd.	Sumitomo Metal Mining Co.,Ltd.	Sumitomo Precision Products Co.,Ltd.
Summit Power Development Limited	TAIYO NIPPON SANSO CORPORATION	TEC Project Services Corporation	Taiheiyo Engineering Corporation
Taiyo Bussan Co.,Ltd.	Taiyo Corporation	Takamatsu Machinery Co.,Ltd.	Takeuchi Mfg.Co.,Ltd.
Takuma Co.,Ltd.	Tanaka Industries Co.,Ltd.	Tex Technology Inc.	The Japan Steel Works, Ltd.
The Kiichi Tools Co.,Ltd.	The Osaka Printing Ink Mfg.Co.,Ltd.	The Rotel Co.,Ltd.	Thermal Power Plant Engineering,Ltd.
Tokyo machine & tool co., ltd	Torishima Pump Mfg.Co.,Ltd.	Toshiba Corporation	Toshiba Machine Co.,Ltd.
Totsu - Soken Corporation	Toyo Corporation	Toyo Denki Seizo K.K.	Toyo Engineering Corporation
Toyota Tsusho Corporation	Toyota industries corporation	Tsudakoma Corp.	Tsukishima Kikai Co.,Ltd.
Ube Machinery Corporation,Ltd.	Via Mechanics, Ltd.	Voith Fuji Hydro K.K	Voith IHI Paper Technology Co.,Ltd.
Y.Ikemura &Co.,Ltd.	Yamaha Corporation	Yamazaki Mazak Corporation	Yamazaki Mazak Trading Corporation
Yanmar Co.,Ltd.	Yaskawa Electric Corporation	Yuasa Trading Co.,Ltd.	

(As of June 2014)