

## Terms and Conditions

**Clause Number: Q132**

**Effective: 05/23/2023**

**Page 1 of 2**

### COUNTERFEIT PARTS DETECTION AND AVOIDANCE SYSTEM REQUIREMENTS

Seller shall not furnish Counterfeit Parts, which are defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

- (i) Training of appropriate persons in the awareness and prevention of Counterfeit Parts;
- (ii) Application of a parts obsolescence monitoring program;
- (iii) Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- (iv) Requirements for assuring traceability of parts and components to their original or authorized.
- (v) Verification and test methodologies to detect counterfeit parts;
- (vi) Monitoring of counterfeit parts reporting from external sources;
- (vii) Quarantine and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).

If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with Goods that conform to the requirements of this Contract. For confirmed Counterfeit Parts or Suspect Counterfeit Parts, GIDEP notification shall also be made no later than sixty (60) days after discovery. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts including any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.

## **Terms and Conditions**

**Clause Number: Q132**

**Effective: 05/23/2023**

**Page 2 of 2**

Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.