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COUNTERFEIT PARTS REQUIREMENTS

Definitions:

- **“Counterfeit Parts”** shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, defective parts and/or surplus material scrapped by the original manufacturer, and previously used parts pulled or reclaimed and provided as “new”.
- **“Authentic”** shall mean genuine; from the legitimate source claimed or implied by the marking and design of the product offered; and manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- **“Independent Distributor”** shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer (“OCM”) to sell or distribute the OCM’s products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.
- **“Original Component Manufacturer”** (OCM) is an organization that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part.
- **“Original Equipment Manufacturer”** (OEM) is an organization that designs, manufactures and/or engineers an end product comprised of various parts and is pursuing or has obtained the intellectual property rights to that end product.

The following certifications apply:

- **Origin of Product:** Acceptance of, performance against, or delivery of product against any orders constitutes confirmation by the SELLER that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. SELLER further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM/OCM is available upon request. If the SELLER is not the OEM/OCM or a franchised or authorized distributor, the SELLER confirms by acceptance of this Contract that each product supplied to BUYER has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. The supplier further warrants that OEM/OCM acquisition traceability documentation is accurate and available to BUYER upon BUYER’ request.
- SELLER shall flow the requirements herein to its subcontractors and suppliers at any tier for the performance of all orders.
- SELLER shall establish and maintain a documented Counterfeit Parts awareness training program. SELLER shall provide evidence of such program to the BUYER upon request.