

Attachment to Purchase order forming an integral part of the Order.

## Counterfeit Fraudulent and Suspect Items (CFSI): Supplier Responsibility

For purposes of this Article,

- **Goods** consist of those parts deliverable under this Purchase order that are the lowest level of separately identifiable items (e.g., articles, components, goods and assemblies).
  - **Services** refer to the performance of tasks, activities, or functions under this Purchase Order, including but not limited to engineering, inspection, testing, maintenance, consulting, or other professional or technical services.
- The following definitions apply to both goods and services:

- **"Counterfeited Goods"** means goods that are intentionally manufactured, refurbished or altered to imitate original products without authorization in order to pass themselves off as genuine.
- **"Counterfeited Services"** means services that are intentionally misrepresented as being performed by authorized or qualified personnel, or falsely claimed to be based on legitimate methods, standards, or credentials, in order to pass themselves off as genuine or compliant.
- **"Fraudulent Goods"** means goods that are intentionally misrepresented with intent to deceive.
- **"Fraudulent Services"** means services that are knowingly misrepresented in scope, quality, qualifications, or results, with intent to deceive the Buyer or other stakeholders.
- **"Suspect Goods"** means goods where there is an indication or suspicion that they may not be genuine.
- **"Suspect Services"** means services where there is an indication or suspicion that they may not have been performed as claimed, may lack required qualifications or certifications, or may not conform to contractual or industry standards.
- **"Item"** refers to any deliverable under this Purchase Order that is subject to quality, authenticity, and compliance requirements. This includes both Goods and Services, whether provided directly by the Supplier or through sub-tier sources.

In CFSI or CFI, "C" stands for "Counterfeit", "F" for "Fraudulent", "S" for "Suspect", and "I" for "Item".

For Goods described using a manufacturer part number or using a product description and/or specified using an industry standard, the Supplier shall be responsible to ensure that the goods supplied by Supplier meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. For Services, the Supplier shall ensure that all services are performed by qualified personnel, in accordance with applicable specifications, contractual requirements, and recognized industry practices.

If Supplier is not the manufacturer of the goods or the original provider of the services, Supplier shall make all reasonable efforts to assure that the goods supplied or services performed under the Order or used to manufacture the goods covered in this Order are made by the Original Equipment Manufacturer (OEM) or Original Service Provider (OSP) and meet the applicable manufacturer data sheet or industry standard. Should Supplier desire to supply or use goods or services that may not meet the requirements of this paragraph, Supplier shall notify Buyer of any exceptions and receive Buyer's written approval prior to service performance or shipment or use of the replacement goods to Buyer.

If CFI goods or services are furnished under the Order or are found in any of the deliverables hereunder, such items will be dispositioned by Buyer and may be returned to Supplier or rejected. Supplier shall promptly replace such CFI goods or re-perform services with goods or services acceptable to Buyer and Supplier shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement, or re-performance of said goods or services.

To mitigate CFSI risk, the Buyer requires the Supplier to implement into their quality assurance program, a documented process for the prevention, detection and disposition of CFSI. If any CFSI are detected, Supplier shall manage them as nonconformities and shall immediately notify Buyer and, where applicable, other relevant parties such as regulatory or governmental agencies. Supplier shall flow down these requirements to sub-tier suppliers and shall monitor their compliance.

Buyer reserves the right to audit Supplier's processes and inspect items at any time to verify compliance with this provision.

These provisions are supplement to the provision in the Terms of Purchase and shall apply to all goods and/or services (including any deliverables and required documentation) as per the Order.