



RF Logic
21 Park Avenue
Hudson, NH
03051

Supplier Counterfeit Parts Prevention Agreement

Rev: -

RF Logic is required to flow down a materials requirement in FAR 52.211-5 and a warranty provision which states "SELLER warrants that all Work furnished pursuant to this Purchase Order shall strictly conform to all specifications, drawings, samples, and descriptions, and other requirements of this PO and be free from defects in design, material, and workmanship."

In consideration that many of the products RF Logic produces directly apply to either customer safety and/or mission, RF Logic must obtain supplier agreement to ensure that risks of introducing suspect counterfeit parts are minimized to maximum extent practicable.

The following clause applies to all purchase orders issued by RF Logic to its suppliers (SELLERS):

Suspect Counterfeit Parts (SCP) Clause

(a) Definitions for purposes of this Contract:

- (i) "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, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".**
- (ii) As used herein, "authentic" shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) 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.**
- (iii) "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.**

- (b) SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to RF Logic and that the Work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by RF Logic. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SELLER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs")/OCMs or through the OEM's/OCM's authorized distribution chain. SELLER must make available to RF Logic, at RF Logic's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by RF Logic Procurement Representative. SELLER must present complete and compelling support for its request and include in**



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its request all actions to ensure the parts/components thus procured are legitimate parts. RF Logic's approval of SELLER request(s) does not relieve SELLER's responsibility to comply with all Contract requirements, including the representations and warranties in this paragraph.

- (c) SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and RF Logic approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. SELLER shall provide copies of such documentation for its system for RF Logic's inspection upon RF Logic's request.
- (d) If the SELLER is providing electronic components/devices only, the following certification applies:

Certification of Origin of Product:

Acceptance of this Contract 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 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 RF Logic 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 RF Logic upon RF Logic's request.

- (e) SELLER shall flow the requirements of this paragraph to its subcontractors and suppliers at any tier for the performance of this Contract.