



## **ORDER TERMS AND CONDITIONS**

1. **INVOICES** must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping.
2. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Vendor must pay freight on all rejected material. Center is not bound by any commercial or industry standards or usage of trade regarding tolerances, variances, properties or characteristics of goods unless those standards or usage were disclosed, negotiated and included as part of this purchase order.
3. The right is reserved, to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments.
5. By acceptance of this order, vendor warrants that all merchandise shipped under this order does comply with all laws and regulations of Federal and State governments.
6. Back orders must be prepaid when less than a minimum freight shipment.
7. In the event of interruption of our business in whole or in part by reasons of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, Governmental action, or any causes beyond our control, we shall have the option of cancelling undelivered orders in whole or part.
8. Acceptance of this purchase order or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
9. Center Industries Corporation reserves the right to cancel all or any part of this order with written notice to the vendor.
10. Center Industries Corporation reserves the right to return any overstock to the vendor without penalty due to reduction in orders from our customers.
11. Access to your facilities may be required at times and dates convenient to Center Industries Corporation

## **ADDITIONAL NOTES FOR RAW MATERIAL**

1. Certs/Certification of Compliance & Material Safety Data Sheets (MSDS) required on all shipments
2. Center Industries Corporation reserves the right to cancel all or any part of this order by written notice to the vendor.
3. Center Industries Corporation reserves the right to return any overstock to the vendor without penalty due to reduction in orders from the customer.
4. Right of access may be required by Center Industries Corporation; our customer, and regulatory authorities to all facilities involved in this purchase order and to all applicable records.

5. Supplier shall maintain records of work performed for Center Industries Corporation that will include certification as well as records to substantiate the certification. Records shall be maintained by Supplier for a minimum of ten (10) years from date of purchase.
6. **All material MUST be labeled with part number and heat lot number, prior to being shipped, or this material may be rejected at our facility.** “Supplier must notify Center Industries Corp. of any nonconforming product and make arrangements for approval to submit nonconforming product.” **Must be Domestic Material. Due Dates are Critical. Should you have any problems, please call immediately.**

#### **ADDITIONAL NOTES FOR HARWARE AND PURCHASED PARTS**

1. Certs required on all shipments. All parts for this order must be manufactured in the USA.
2. Center Industries Corporation reserves the right to cancel all or any part of this order by written notice to the vender.
3. Center Industries Corporation reserves the right to return any overstock to the vender without penalty due to reduction in orders from the customer.
4. Right of access may be required by Center Industries Corp; our customer, and regulatory authorities to all facilities involved in this purchase order and to all applicable records.
5. Supplier shall maintain records of work performed for Center Industries Corporation that will include certification as well as records to substantiate the certification. Records shall be maintained by Supplier for a minimum of ten (10) years from date of purchase. “Supplier must notify Center Industries Corporation of any nonconforming product and make arrangements for approval to submit nonconforming product.” **Must be from Domestic Materials. Due dates are critical. Should you have any problems, please call immediately.**

#### **ADDITIONAL NOTES FOR OUTSIDE PROCESSING**

1. If Supplier offloads work to sub-tier suppliers, the Supplier must flow down applicable Center Industries Corporation Purchase Order requirements.
2. Supplier must notify Center Industries Corporation of changes in product and/or process definition and when required, obtain Center Industries Corporation approval.
3. Certs/Certification of Compliance & Material Safety Data Sheet (MSDS) required on all shipments.
4. Center Industries Corporation reserves the right to cancel all or any part of this order by written notice to the vender.
5. Right of access may be required by Center Industries Corporation; our customer, and regulatory authorities to all facilities involved in this purchase order and to all applicable records.

6. Supplier shall maintain records of work performed for Center Industries Corporation that will include certification as well as records to substantiate the certification. Records shall be maintained by Supplier for a minimum of ten (10) years from date of purchase.
7. "Supplier must notify Center Industries Corporation of any nonconforming product and make arrangements for approval to submit nonconforming product."
8. **WIP TAG** must be retained with parts.
9. Due dates are critical. should you have any problems, please call immediately
10. Should you run into problems making these parts, please contact CIC immediately. It is very important that parts are not scrapped.
11. All work must be accomplished by vendor in-house unless prior written authorization is given by CIC.
12. No material substitutions are allowed. Material furnished by CIC is to be used for parts, as shown on this P.O.
13. Any and all scrap parts of CIC furnished material must be identified and returned to CIC for total accountability. CIC must be notified within 24 hours of any scrappage.
14. All work performed must be done by qualified individuals.

## TERMS AND CONDITIONS

### STANDARD PURCHASE ORDER / CONTRACT REQUIREMENTS

**Q-1 QUALITY SYSTEM:** SUPPLIER NEEDS TO MAINTAIN A QUALITY SYSTEM THAT IS THIRD PARTY CERTIFIED TO AS9100 REV C AND/OR ISO STANDARDS AND/OR NADCAP AS REQUIRED OR APPROVED BY CIC THROUGH COMPLETION OF QUALITY SURVEY.

**Q-2 RIGHT OF ENTRY:** ALL ITEMS OF THE PURCHASE ORDER/CONTRACT ARE SUBJECT TO SURVEILLANCE, INCLUDING FACILITIES, EQUIPMENT, PERSONNEL, PRODUCT, PROCEDURES, SYSTEMS AND RECORDS AT SELLER'S FACILITY; SUCH SURVEILLANCE MAY BE JOINTLY PERFORMED BY A REPRESENTATIVE OF CIC AND ITS PRIME CONTRACTOR, AND/OR THE FEDERAL AVIATION ADMINISTRATION (OR NON-DOMESTIC EQUIVALENT AGENCY)

**Q-3 CUSTOMER FLOW DOWN:** REFER TO PURCHASE ORDER AND/OR CONTRACT FOR THE ADDITIONAL SPECIFIC REQUIREMENTS OF END ITEM CUSTOMER.

**Q-4 MATERIAL SUPPLIERS:** PLEASE REFER TO THE SPECIFIC PURCHASE ORDER FOR EACH SPECIFIC RAW MATERIAL PROCUREMENT REQUIREMENT. DOMESTIC MATERIAL IS REQUIRED UNLESS EXPRESS WRITTEN CONSENT IS GIVEN BY CIC.

**Q-5 APPROVED PROCESSING SOURCES:** SUPPLIERS SHOULD USE ONLY END ITEM CUSTOMER APPROVED PROCESSING SOURCES.

**Q-6 SUBCONTRACTING:** SUBCONTRACTING BY SELLER IS ALLOWED PROVIDED CIC IS NOTIFIED AND ALL SUBCONTRACTS AND PURCHASE ORDERS ISSUED BY SELLER SHALL PROVIDE TO CIC THE SAME RIGHTS AND PROTECTION AS CONTAINED IN THE RIGHT OF ENTRY CLAUSE.

**Q-7 DRAWING CONTROL:** ALL PLANNING, DRAWING, SKETCHES, ETC., ISSUED WITH PURCHASE ORDER/CONTRACT ARE OF THE REVISION IN EFFECT ON DATE OF PURCHASE ORDER/CONTRACT AWARD. SELLER SHALL KEEP CONFIDENTIAL AND PROTECT FROM DISCLOSURE ALL INFORMATION AND PROPERTY OBTAINED FROM CIC. UNLESS AUTHORIZED, SELLER SHALL USE CIC SUPPLIED INFORMATION AND PROPERTY ONLY IN THE PERFORMANCE AND PURPOSE OF THIS PURCHASE ORDER/CONTRACT. UPON CIC'S REQUEST, AND IN THE EVENT OF COMPLETION, TERMINATION OR CANCELLATION OF THIS ORDER, SELLER SHALL RETURN ALL SUCH INFORMATION AND PROPERTY TO CIC OR MAKE SUCH OTHER DISPOSITION AS DIRECTED.

**Q-8 NUMERICALLY CONTROLLED DATA:** ALL CIC SUPPLIED NC DATA IS CONSIDERED REFERENCE ONLY. ALL CIC'S NC DATA IS INTENDED FOR USE WITH CIC IN-HOUSE EQUIPMENT ONLY. DUE TO THE POTENTIAL MISS-USE(S), COMPLICATION OF INFORMATION, MACHINERY DIFFERENCES AND UPDATE ISSUES, ALL SUPPLIERS WHO REQUEST AND UTILIZE ANY NC DATA WILL AUTOMATICALLY ASSUME ALL RISKS INVOLVED. REGARDLESS OF CIC NC DATA, FINAL PRODUCTS FROM SUPPLIERS MUST ALWAYS COMPLY WITH CURRENT ENGINEERING DATA.

**Q-9 INSPECTION REQUIREMENTS:** DIMENSIONAL INSPECTION OF ALL UNITS, PARTS OR ASSEMBLIES IS REQUIRED FOR ALL ASSOCIATED FEATURES AND INDICATES ACCEPTANCE OR REJECTION ON APPLICABLE CERTIFICATION OR PACKING SLIP. UPON NOTIFICATION OF NON-CONFORMANCES AND RECEIPT OF A REQUEST FOR CORRECTIVE ACTION BY CIC, THE SELLER MUST RESPOND WITHIN FOURTEEN DAYS OF NOTED SHIPMENT TO CIC, WITH CAUSE, CORRECTIVE AND PREVENTIVE ACTION. RETURNING NON-CONFORMANCE ITEMS DOES NOT CONSTITUTE ACCEPTANCE BY CIC. INDIVIDUAL NON-CONFORMANCES MUST BE ADEQUATELY IDENTIFIED. SELLER SHALL IMMEDIATELY NOTIFY CIC WHEN DISCREPANCIES IN THE SELLER'S PROCESS OR PRODUCT ARE DISCOVERED OR SUSPECTED WHICH MAY AFFECT PARTS OR ASSEMBLIES' SELLER HAS DELIVERED OR WILL DELIVER.

**Q-10 INSPECTION, MEASURING AND TEST EQUIPMENT (IM&TE):** SUPPLIERS PERFORMING TO PURCHASE ORDERS FROM CIC ARE EXPECTED TO MAINTAIN A SYSTEM (MIL-STD- OR OTHER COMPARABLE STANDARD) TO CONTROL AND CALIBRATE IM&TE ACCORDING TO THE SUPPLIER CAPABILITY. AT A MINIMUM, SUITABLE CALIBRATION STANDARDS, TRACEABLE TO N.I.S.T. CALIBRATION CERTIFICATION(S) FOR THE CALIBRATION STANDARDS MUST BE MAINTAINED ON FILE AND AVAILABLE FOR REVIEW.

**Q-11 TIME SENSITIVE MATERIAL:** WHERE TIME SENSITIVE MATERIALS ARE USED, SELLER SHALL INCLUDE ON ALL CERTIFICATIONS OR PACKING SLIPS THE FOLLOWING: TYPE OF MATERIAL, EXPIRATION DATE & LOT OR BATCH NUMBER

**Q-12 PROCESS CONTROL:** SELLER SHALL USE PROCESS CONTROL TECHNIQUES FOR ALL IDENTIFIED CHARACTERISTICS NOTED ON PURCHASE ORDER/CONTRACT, ENGINEERING DRAWINGS AND MANUFACTURE AND QUALITY PLANS. SELLER SHALL MAINTAIN RECORDS SUBJECT TO EXAMINATION, AND FURNISH COPIED OF CHARTS OR GRAPHS USED IN PROCESS CONTROL WITH SHIPMENT. SELLER SHALL EMPLOY CONTINUOUS IMPROVEMENT TECHNIQUES RELEVANT TO THEIR PART AND QUALITY SYSTEM PROCESSES.

**Q-13 CIC SUPPLIED TOOLING:** SELLER SHALL BE RESPONSIBLE FOR PROPER CARE, USAGE, PROTECTION AND RETURN OF ALL CIC SUPPLIED TOOLING AND MEASURING EQUIPMENT USED BY SELLER FOR PURCHASE ORDER/CONTRACT COMPLETION.

**Q-14 FOREIGN OBJECT DAMAGE:** SELLER SHALL MAINTAIN A PROGRAM TO CONTROL FOREIGN OBJECT DAMAGE OR CONTAMINATION DURING MANUFACTURING, ASSEMBLY, INSPECTION AND SHIPMENT.

**Q-15 HANDLING PACKAGING:** SELLER SHALL PROTECT THE CONFORMITY OF CIC MATERIAL, PARTS AND TOOLS DURING INTERNAL PROCESSING AND DELIVERY.

**Q-16 CERTIFICATE OF CONFORMANCE:** CERTIFICATE OF CONFORMANCE OR CERTIFICATION IS REQUIRED FROM SELLER FOR PARTS AND/OR MATERIALS IN COMPLIANCE WITH APPLICABLE PURCHASE ORDER/CONTRACT, DRAWING, SPECIFICATION AND REVISION REQUIREMENTS.

**Q-17 PART CONTROL:** SELLER AGREES NOT TO MAKE ANY CHANGE IN MATERIAL OR DESIGN, WHICH WOULD AFFECT THE PART, OR ANY COMPONENT THEREOF.

**Q-18 RAW MATERIAL CONTROL:** CIC FURNISHED RAW MATERIAL, FORGINGS, CASTINGS, EXTRUSIONS OR STANDARDS REQUIRE STRICT ACCOUNTABILITY BY SELLER. SELLER SHALL MAINTAIN POSITIVE INDIVIDUAL LOT INTEGRITY OF FINISHED PRODUCT AND IDENTIFICATION OF ALL RAW MATERIALS, INCLUDING FORGINGS, CASTINGS, EXTRUSIONS, STANDARDS, FINISHED PRODUCT AND ANY EXCESS MATERIAL. SELLER FURNISHED MATERIAL SHALL HAVE IN ADDITION TO THE REQUIREMENTS OF CIC FURNISHED MATERIAL, COMPLETE AND VERIFIED CERTIFICATIONS AND TEST REPORTS CONTAINING ALL NECESSARY INFORMATION FOR ACCEPTANCE BY CIC QUALITY ASSURANCE DEPARTMENT. SELLER SHALL NOT SELL OR DISPOSE OF ANY PROPRIETARY PROPERTY SUCH AS EXCESS MATERIAL OR DEFECTIVE ITEMS WITHOUT AUTHORIZATION FROM CIC.

**Q-19 SERIALIZATION:** AS APPLICABLE, SERIAL NUMBERS SHALL BE ASSIGNED BY CIC, APPLIED ON ALL PRODUCTS, AND RECORDED ON ALL REQUIRED DOCUMENTATION BY SELLER. ASSIGNED SERIAL NUMBER SHALL NOT BE ALTERED OR REPLACED.

**Q-20 PROCESSING:** CERTIFICATION IS REQUIRED FOR ALL SPECIAL PROCESSING (E.G. HEAT TREAT, PENETRANT INSPECT, SHOT PEEN, ETC.). SPECIAL PROCESSES SHALL ONLY BE PERFORMED BY APPROVED SOURCES AS SPECIFIED IN APPLICABLE PURCHASE ORDER/CONTRACT, DRAWING AND/OR SPECIFICATION. FUNCTIONAL TEST REPORTS OR RESULTS SHALL BE FURNISHED BY SELLER AS REQUIRED BY THE APPLICABLE PURCHASE ORDER/CONTRACT, SPECIFICATION OR DRAWING.

**Q-21 FIRST ARTICLE INSPECTION:** SELLER SHALL PERFORM FIRST ARTICLE INSPECTION ON FIRST UNIT, PART OR ASSEMBLY FOR EACH ITEM OF THE PURCHASE ORDER/CONTRACT. DOCUMENTED RESULTS SHALL SHOW ACTUAL DIMENSIONS OR VALUES OF EACH FEATURE AND BE AVAILABLE UPON REQUEST. FIRST ARTICLE INSPECTION REPORTS DO NOT CONSTITUTE ACCEPTANCE BY CIC. FIRST ARTICLE REQUIREMENTS ARE MANDATORY.

**Q-22 QUALITY RECORDS:** ALL QUALITY RECORDS MUST BE LEGIBLE, STORED AND RETAINED IN A SUITABLE ENVIRONMENT TO PREVENT DAMAGE, DETERIORATION OR LOSS. QUALITY RECORDS SHALL BE RETAINED A MINIMUM OF SEVEN YEARS, UNLESS SPECIFIED OTHERWISE BY PURCHASE ORDER/CONTRACT. QUALITY RECORDS – HARD COPY, ELECTRONIC OR OTHER MEDIA THAT DEMONSTRATE CONFORMANCE TO SPECIFIED REQUIREMENTS AND VERIFY EFFECTIVE OPERATION OF THE QUALITY SYSTEM.

**Q-23 TAX:** ITEMS PURCHASED UNDER THIS PURCHASE ORDER/CONTRACT BY CIC ARE FOR RESALE, NOT SUBJECTED TO KANSAS STATE AND LOCAL SALES OR USE TAX.

**Q-24 CORRECTIVE ACTION:** THE SUBCONTRACTOR SHALL HAVE AN EFFECTIVE PROGRAM FOR TIMELY INVESTIGATION, STOCK PURGE, AND CORRECTIVE ACTION AND FOLLOW UP, FOR REJECTIONS INITIATED BY BOTH THE SUBCONTRACTOR AND CIC. WHEN THE SUBCONTRACTOR DISCOVERS DISCREPANCIES THAT MAY ALSO EXIST IN PRODUCTS ALREADY DELIVERED TO CIC, WRITTEN NOTIFICATION TO CIC WITH THE DETAILS IS REQUIRED. DISCREPANCIES WILL BE REPORTED TO THE SUBCONTRACTOR AND FORMAL CORRECTIVE ACTION WILL ALSO BE REQUIRED WITHIN 30 DAYS. FAILURE TO ANSWER WITHIN THE ALLOTTED TIME MAY RESULT IN SUSPENSION OF THE SUBCONTRACTOR FROM THE APPROVED SUPPLIER LIST.

**Q-25 NOTIFICATION OF CHANGE:** THE SUBCONTRACTOR SHALL NOTIFY CIC IN WRITING OF ALL PROCESS, DESIGN, FABRICATION, TESTING, FACILITIES AND MATERIAL CHANGES AFFECTING THE FORM, FIT, FUNCTION, RELIABILITY OR INTERCHANGEABILITY OF END ITEM SPECIFICATION OR DRAWING REQUIREMENTS DURING THE PERFORMANCE OF THE CONTRACT.

THE SUBCONTRACTOR SHALL AFFORD CIC THE OPPORTUNITY TO EXAMINE SUCH CHANGES FOR COMPLIANCE TO THE CONTRACTUAL REQUIREMENTS INCLUDING ANY NECESSARY APPROVALS.

**Q-26 UNAUTHORIZED CHANGE IN PROCESSES, MATERIALS OR SPECIFICATIONS:** SUBCONTRACTORS SHALL NOT SUBSTITUTE OR CHANGE ANY PROCESSES, MATERIALS OR SPECIFICATIONS AS DEFINED ON THE PURCHASE ORDER WITHOUT PRIOR CIC APPROVAL. SPECIFICATIONS/STANDARDS LISTED ON THE PURCHASE ORDER SHALL BE OF THE LATEST CURRENT REVISION STATUS AVAILABLE UNLESS IDENTIFIED ON THE PURCHASE ORDER. NOTE: UNLESS OTHERWISE SPECIFIED USE OF SUPERSEDING INDUSTRY OR MILITARY STANDARD SPECIFICATIONS SHALL BE ACCEPTABLE PROVIDED A NOTICE OF CANCELLATION AND/OR SUPERSESSION CAN BE OBTAINED BY CIC AS VERIFICATION.

**Q-27 COUNTERFEIT PARTS:**

**(A)** AS USED HEREIN, "PART" MEANS ANY MATERIAL, PRODUCT, COMPONENT, DEVICE, MODULE, ASSEMBLY, SUBASSEMBLY, OR THE LIKE SOLD OR DELIVERED BY SELLER TO BUYER EITHER AS GOODS OR AS A CONSTITUENT PART OF A GOODS. "COUNTERFEIT PART" MEANS A PART THAT IS (I) AN UNAUTHORIZED COPY OR SUBSTITUTE THAT HAS BEEN IDENTIFIED, MARKED, AND/OR ALTERED BY A SOURCE OTHER THAN THE PART'S LEGALLY AUTHORIZED SOURCE AND HAS BEEN MISREPRESENTED TO BE AN AUTHORIZED ITEM OF THE LEGALLY AUTHORIZED SOURCE, AND/OR (II) PREVIOUSLY USED PARTS PROVIDED OR REPRESENTED AS "NEW." A PART IS A "SUSPECT COUNTERFEIT PART" IF VISUAL INSPECTION, TESTING, OR OTHER INFORMATION PROVIDES REASON TO BELIEVE THAT THE PART MAY BE A COUNTERFEIT PART. AS USED HEREIN, "AUTHENTIC" MEANS (I) GENUINE, (II) FROM THE LEGITIMATE SOURCE CLAIMED OR IMPLIED BY THE MARKING AND DESIGN OF THE PART 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 PART.

**(B)** SELLER REPRESENTS AND WARRANTS THAT ONLY NEW AND AUTHENTIC PARTS AND MATERIALS ARE USED IN GOODS REQUIRED TO BE DELIVERED TO BUYER AND THAT SUCH GOODS CONTAIN NO COUNTERFEIT PARTS. NO OTHER PART OTHER THAN A NEW AND AUTHENTIC PART SHALL BE USED UNLESS APPROVED IN ADVANCE IN WRITING BY BUYER'S DULY AUTHORIZED REPRESENTATIVE. TO FURTHER MITIGATE THE POSSIBILITY OF THE INADVERTENT USE OF COUNTERFEIT PARTS, SELLER SHALL ONLY PURCHASE AUTHENTIC PARTS/COMPONENTS DIRECTLY FROM ORIGINAL EQUIPMENT MANUFACTURERS ("OEMS") AND ORIGINAL COMPONENT MANUFACTURERS ("OCMS") OR THROUGH THE OEM'S/OCM'S AUTHORIZED DISTRIBUTORS. SELLER SHALL MAKE AVAILABLE TO BUYER, AT BUYER'S REQUEST, OEM/OCM DOCUMENTATION THAT AUTHENTICATES TRACEABILITY OF THE PARTS TO THE APPLICABLE OEM/OCM. PURCHASE OF PARTS FROM INDEPENDENT DISTRIBUTORS IS NOT AUTHORIZED UNLESS FIRST APPROVED IN WRITING BY BUYER'S DULY AUTHORIZED REPRESENTATIVE.

**(C)** SELLER SHALL MAINTAIN A DOCUMENTED SYSTEM (POLICY, PROCEDURE, OR OTHER DOCUMENTED APPROACH) THAT PROVIDES FOR PRIOR NOTIFICATION TO BUYER AND BUYER'S WRITTEN APPROVAL BEFORE PARTS ARE PROCURED FROM SOURCES OTHER THAN OEMS/OCMS OR THROUGH THE OEM'S/OCM'S AUTHORIZED DISTRIBUTORS. SELLER SHALL PROVIDE COPIES OF SUCH DOCUMENTATION FOR ITS SYSTEM FOR BUYER'S INSPECTION UPON BUYER'S REQUEST. SELLER'S SYSTEM SHALL BE CONSISTENT WITH APPLICABLE INDUSTRY STANDARDS INCLUDING, AS A MINIMUM, ASS553 FOR THE DETECTION AND AVOIDANCE OF COUNTERFEIT PARTS AND SUSPECT COUNTERFEIT PARTS, INCLUDING POLICIES AND PROCEDURES FOR TRAINING PERSONNEL, DESIGNING AND MAINTAINING SYSTEMS TO MITIGATE RISKS ASSOCIATED WITH PARTS OBSOLESCENCE, MAKING SOURCING DECISIONS, PRIORITIZING MISSION CRITICAL AND SENSITIVE COMPONENTS, ENSURING TRACEABILITY OF PARTS, DEVELOPING LISTS OF TRUSTED AND NON-TRUSTED SUPPLIERS, FLOWING DOWN REQUIREMENTS TO SUBCONTRACTORS AND SUPPLIERS, INSPECTING AND TESTING PARTS, REPORTING AND QUARANTINING COUNTERFEIT PARTS AND SUSPECT COUNTERFEIT PARTS, AND TAKING CORRECTIVE ACTION.

**(D)** ACCEPTANCE OF BUYER'S ORDER CONSTITUTES CONFIRMATION BY SELLER THAT IT IS THE OEM, OCM, OR A FRANCHISED OR AUTHORIZED DISTRIBUTOR OF THE OEM/OCM FOR THE GOODS PROCURED UNDER BUYER'S ORDER. SELLER FURTHER WARRANTS THAT OEM/OCM ACQUISITION DOCUMENTATION THAT AUTHENTICATES TRACEABILITY OF THE PARTS IS AVAILABLE UPON REQUEST.

**(E)** SELLER SHALL FLOW THE REQUIREMENTS OF THIS SECTION TO ITS SUBCONTRACTORS AND SUPPLIERS AT ANY TIER FOR THE PERFORMANCE OF BUYER'S ORDER.

**(F)** SHOULD SELLER BECOME AWARE OF A CONFIRMED OR SUSPECT COUNTERFEIT PART THAT, BY ANY MEANS, HAS BEEN DELIVERED TO BUYER, OR ACQUIRED FOR BUYER'S ORDER WHETHER OR NOT DELIVERED TO BUYER, SELLER SHALL NOTIFY BUYER IN WRITING AS SOON AS POSSIBLE BUT NOT LATER THAN FIVE (5) DAYS OF SUCH DISCOVERY. SELLER SHALL VERIFY RECEIPT OF THIS NOTIFICATION BY BUYER. THIS REQUIREMENT SHALL SURVIVE EXPIRATION OR COMPLETION OF BUYER'S ORDER.

**(G)** SELLER SHALL BE LIABLE FOR COST OF COUNTERFEIT PARTS AND SUSPECT COUNTERFEIT PARTS AND THE COST OF REWORK OR CORRECTIVE ACTION THAT MAY BE REQUIRED BY BUYER TO REMEDY THE USE OR INCLUSION OF SUCH PARTS.

**(H)** SELLER SHALL QUARANTINE SUSPECT COUNTERFEIT ELECTRONIC PARTS AND COUNTERFEIT ELECTRONIC PARTS, AND MAKE THEM AVAILABLE FOR INVESTIGATION BY APPROPRIATE GOVERNMENT AUTHORITIES.