

COUNTERFEIT WORK

1 Definition of terms:

The term "shall", "will" and "may" are used with specific intent through-out these documents and will observe the following rules:

- 1.1 Requirements defined using "shall" in the text are mandatory requirements and are considered to be binding and require formal verification. Departure from such a requirement is not permissible without formal agreement between Subcontractor and CSPI.
- 1.2 Requirements defined using "will" in the text expresses a provision or service by CSPI or an intention by CSPI in connection with a requirement of this document. The subcontractor is implicitly authorized to rely on such service or intention.
- 1.3 The word "may" in the text expresses a permissible practice or action. It does not express a requirement of this document.

2 COUNTERFEIT WORK

- 2.1 For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- 2.2 SELLER agrees and shall ensure that Counterfeit Work is not delivered to CSPI.
- 2.3 SELLER shall only purchase products to be delivered or incorporated as Work to CSPI directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by CSPI.
- 2.4 SELLER shall immediately notify CSPI with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by CSPI, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.