

Counterfeit Parts Ts & Cs.

Manufacturers / OEM's, Subcontractors, Contract Manufacturers and Franchised Distributors - Only unused and authentic materials are to be used to produce products delivered to MITEQ, Inc. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be procured directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through the OCM/OEMs Authorized Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from MITEQ. If suspect/counterfeit parts are furnished under this purchase order and found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and Seller shall be liable for all costs relating to the removal and replacement of said parts. Buyer reserves all contractual and legal rights and remedies to address grievances and detrimental impacts caused by the provision of suspect/counterfeit parts.

Independent Distributors - Independent Distributor's procedures shall meet the requirements of IDEA-STD-1010 & SAE AS5553 and have a Quality Management System certified to AS9120:2002. The original manufacturers Certificate of Conformance (C of C) and all traceability documentation shall be included with each shipment of parts. It shall include the manufacturer's name, part number, date codes, lot codes, serializations, and / or any other batch identifications. Seller is to contact Buyer in the event that the original OEM/OCM C of C and traceability documentation is not available. Inspections and tests required are as noted on the Purchase Order. All inspecting and testing shall be performed to the original manufacturer's specifications and parameters. Recorded evidence of all testing performed shall be included with each shipment. If suspect/counterfeit parts are furnished under this purchase order and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the purchase order requirements or Distributor's insurance policies. All occurrences of Suspect Counterfeit and/or Counterfeit parts for this Purchase Order will be immediately reported to the Buyer. Buyer reserves all contractual and legal rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.