

COUNTERFEIT PARTS PREVENTION POLICY

This Counterfeit Parts Prevention (CPP) Policy is incorporated where referenced in a document, as if it were included in the text of the document. By accepting such document, Seller accepts the terms of this Policy. This Policy overrides and takes precedence over any conflicting terms of any such document or any other document referenced therein.

As used herein, the term “Seller” refers to the person or entity selling goods or services to Eptam, and the term “Eptam” refers to Eptam Plastics, and any of its subsidiaries or affiliates.

REQUIREMENTS

1. Seller represents and warrants each of the following to Eptam:
 - a. That only new and authentic materials are used in goods delivered to Eptam;
 - b. That the good and/or services delivered or sold to Eptam contain zero counterfeit items;
 - c. That Seller shall only purchase materials or goods for resale to Eptam from authorized sources;

These representations and warranties shall apply regardless of the source of such goods or materials and irrespective of whether Eptam has approved such source in advance.

2. Seller agrees to provide Eptam with notice in writing prior to acceptance of an order from Eptam if Seller is not an original or franchised source for any item listed on such order.
3. Eptam shall have the right to inspect and test all goods sold or otherwise provided to Eptam, at all times and places before or after acceptance.
4. Seller agrees at all times to maintain, and make available to Eptam upon request, a documented system, policy, procedure, or other documented approach that is intended to prevent counterfeit parts from reaching Eptam. At a minimum, such approach must require prior written approval from Eptam prior to the procurement of any good intended for resale or machining to Eptam from a source other than the original manufacturer or such manufacturer’s authorized distributors.
5. Seller agrees, upon request for up to 7 years from Eptam’s receipt of good or service from Seller, to promptly provide Eptam with documentation authenticating traceability of all goods and/or services sold to Eptam to the applicable original manufacturer.
6. If Seller sells or otherwise furnishes Eptam with any counterfeit item, Eptam shall have the right to impound such items, and Seller shall promptly replace such items with items acceptable to Eptam. In such case, Seller shall be liable to Eptam for all costs relating to impoundment, removal, replacement and proof of physical destruction. Eptam may withhold payment for any counterfeit items and may turn such items over to governmental authorities for investigation.
7. Seller acknowledges that any willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with goods or services provided to Eptam may be punishable in accordance with applicable law and, in some circumstances, could result in criminal penalties.

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8. Each of the rights and remedies reserved by Eptam in this Policy shall be cumulative and additional to any other or further remedies provided in law or equity or in any contract between Seller and Eptam. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.
9. Seller agrees to include the requirements of this CPP Policy in any subcontract at any tier for the performance of the document incorporating this Policy.

DEFINITIONS

For purposes of the CPP Policy, the following terms shall have the meanings given to them below:

“Authentic” shall mean (i) genuine, (ii) from the legitimate source claimed or implied by the marking and design and manufacture of the product offered; and (iii) 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 or good.

“Authorized Source” means (i) the original manufacturer, (ii) the original manufacturer’s authorized distributor, or (iii) any other source where Eptam has approved of such source in writing and in advance of Seller’s purchase from such source.