

# Supplier & Sub-Contractor Counterfeit Policy

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# 1. Introduction

JFD has global procurement headquarters in the UK and provides the business support systems and structure for all worldwide operational and product development activities. It is our policy to conduct all of our business to the highest standards and in a wholly ethical manner, the same expected from our Supplier and Sub-Contractors.

As part of our procurement and supply chain management framework this policy has been generated to protect JFD businesses and our Customers. This policy relates to all equipment, parts, components, products, raw materials, software or any other material related to deliverable products or services.

## 2. Scope

To preclude the introduction of counterfeit product into our supply chain through strict avoidance, mitigation, and disposition processes.

This policy applies to JFD suppliers and sub-contractors, all references to Supplier shall include subcontractors

## 3. Definition of Counterfeit Goods

**Suspect Part:** A part in which there is an indication by visual inspection, testing, or other information, that it may have been misrepresented by the supplier/sub-supplier or manufacturer.

**Counterfeit Part:** A suspect part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier/sub-supplier in the supply chain including the selling of used parts for new.

Material whose origin, age, composition, configuration, certification status or other characteristic (including whether or not the material has been used previously) has been falsely represented by:

- Misleading marking of the products and material, labelling or packaging;
- Misleading documentation or certification; or
- Any other means, including failing to disclose information;

The only exception is where it has been demonstrated that the misrepresentation was not the result of dishonesty by a Supplier or Sub-supplier within the JFD supply chain.

# 4. Supplier Responsibilities and Mitigation

The Supplier shall ensure that Products conform to the requirements of the Purchase Order and that counterfeit products are not delivered to the Company.

Should the Supplier become aware of or suspect that it has acquired counterfeit products, the Supplier shall as soon as practicable notify the Company. The Supplier shall provide documentation that authenticates the affected Products and, where applicable, provide traceability of the sourcing route. The Supplier shall support the Company in any investigation of any suspected counterfeit products.

In the event that Products delivered under the Purchase Order constitute or include counterfeit products, the Supplier shall, at its expense promptly replace such counterfeit products with genuine Products conforming to the requirements of the Purchase Order.

Notwithstanding any other provision in the Purchase Order, the Supplier shall be liable for all costs relating to the removal and replacement of counterfeit products, including without limitation the Company's costs of removing counterfeit products, reinserting replacement Products and any testing necessitated by the reinstallation of Products after counterfeit products have been exchanged.