

This Prevention of Counterfeit Parts Policy is incorporated into every Zentech purchase order (PO), as if it were included in the text of the PO. By accepting any Zentech PO, Provider 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 in this policy, the term “Provider” refers to the person or entity selling goods to Zentech.

Requirements

1. Provider represents and warrants each of the following to Zentech:
 - a. That only new and Authentic materials are used in goods delivered to Zentech.
 - b. That the goods delivered or sold to Zentech contain no Counterfeit Items.
 - c. That Provider shall only purchase materials or goods for resale to Zentech from Authorized Sources.
2. These representations and warranties shall apply regardless of the source of such goods or materials and regardless of whether Zentech has approved such source in advance.
3. Provider agrees to provide Zentech with notice in writing prior to acceptance of an order from Zentech if Provider is not an original or franchised source for any item listed on such order.
4. Zentech shall have the right to inspect and test all goods provided to Zentech before or after acceptance.
5. Provider agrees at all times to maintain, and make available to Zentech upon request, a documented system, policy, procedure, or other documented approach that is intended to prevent counterfeit parts from reaching Zentech. At a minimum, such approach must require prior written approval from Zentech prior to the procurement of any good intended for resale to Zentech from a source other than the original manufacturer or such manufacturer’s authorized distributors.
6. Provider agrees to promptly provide Zentech with documentation authenticating traceability of all goods sold to Zentech to the applicable original manufacturer for a period of up to 7 years from Zentech’s receipt of a good from Provider.
7. If Provider sells or otherwise furnishes Zentech with any Counterfeit Item, Zentech shall have the right to quarantine such items, and Provider shall promptly replace such items with items acceptable to C Zentech. In such case, Provider shall be liable to Zentech for all ancillary costs including, but not limited to quarantine, investigation, removal, and replacement. Zentech may withhold payment for any Counterfeit Items and may turn such items over to governmental authorities for investigation.

8. Provider 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 provided to Zentech may be punishable in accordance with applicable law and, in some circumstances, could result in criminal penalties.
9. Each of the rights and remedies reserved by Zentech in this Policy shall be cumulative and additional to any other or further remedies provided in law or equity or in any contract between Provider and Zentech. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.
10. Provider agrees to flow down the requirements of this Policy to any subcontracted goods.

Definitions

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

“Authentic” shall mean genuine; from the legitimate source claimed or implied by the marking and design of the product offered; and 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 good.

“Authorized Source” means the original manufacturer, the original manufacturer’s authorized distributor, or any other source where Zentech has approved of such source in writing and in advance of Provider’s purchase from such source.

“Counterfeit Item” shall mean a good, component, part, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes but is not limited to items which have been (re)marked to disguise them or falsely represent the identity of the manufacturer, defective parts and/or surplus material scrapped by the original manufacturer, and previously used parts pulled or reclaimed and provided as “new”.