

**Raytheon Quality Note**  
**WE**

**Revision - Date**  
**1 – 06/07/10**

## **COUNTERFEIT MATERIAL AVOIDANCE** **PROCESS REQUIREMENTS**

### **Definitions**

Unless defined in a document with a higher order of precedence than this Quality Note the following definitions shall apply herein:

- a. "Counterfeit Item" is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or OCM or that is not constructed in accordance with OEM or OCM design; (iii) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM or OCM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM or OCM item is a genuine OEM or OCM item when it is not.
- b. "Authorized Distributor" is defined as an individual or business that is authorized or franchised by the Original Equipment Manufacturer or Original Component Manufacturer to sell the OEM or OCM item.

### **Seller's Risk Mitigation**

Seller shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers in compliance with the requirements set forth herein and shall provide evidence of said process to Buyer upon request. The Seller may only purchase material directly from OEMs or OCMs or from Authorized Distributors of OEMs or OCMs and shall notify the Buyer if items required to satisfy this order cannot be procured from these sources. The Seller must present complete and compelling support for its request to procure from sources other than OEMs or

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OCMs or their Authorized Distributors and include in its request all actions to ensure the parts thus procured are not Counterfeit Items. The Seller is not authorized to deliver any item procured from sources other than OEMs or OCMs, or their Authorized Distributors without prior written authorization from the Buyer. Seller shall flow down to, and ensure compliance with the requirements of this Q-Note by, lower tier suppliers providing items for delivery to Raytheon under this order.

### **Labeling**

Seller shall identify, and provide traceability to the source of all remarked or resurfaced material. Remarked and resurfaced items shall be approved in writing by the Buyer prior to use or delivery.

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