



**PALOMAR
DISPLAY
PRODUCTS, INC.**

Purchase Order Attachment IQ5

Certificate of Conformance

Seller shall certify with each shipment that all requirements of the engineering drawing, specification, and purchase order have been met by the items shipped.

Seller shall certify that all required process certifications, chemical and physical test reports and other applicable documentation and objective evidence of compliance are on file at the Seller's facility and may be inspected by the Buyer and / or Government representative upon request for a minimum of seven years.

For passive and active electronic component purchases, the Seller warrants that only new and authentic components, subcomponents, parts, material, and supplies are delivered.

Seller shall only purchase new and authentic parts/components directly from the Original Component Manufacturer / Original Equipment Manufacturer (OCM/OEM) or through the OCM/OEM's authorized distribution chain.

Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by Buyer. Seller must present justification and include in its request all actions to ensure the parts/components are authentic. Electronic components obtained other than from the factory direct, standard catalogues, or authorized distributors where full traceability cannot be provided shall be certified that the component is from the OEM, is the specified OEM part number, and meets all of the specifications, both physical and electronic, as established in the original OEM data sheet for the specified manufacturer and manufacturer part number.

The term Independent Distributors is recognized as a person, business, or firm that is neither authorized nor franchised by an OCM/OEM to sell or distribute the OCM/OEM's products but which purports to sell, broker, and/or distribute such OCM/OEM products. Independent Distributors are also referred to as "unfranchised" distributors, unauthorized distributors, and/or brokers.

Counterfeit Mitigation

Seller agrees and shall ensure that counterfeit parts or counterfeit work are not delivered to or incorporated into Buyer's product or to Buyer's designee and that the work contains no counterfeit parts or counterfeit work. The intentional or unintentional use, incorporation, or delivery of counterfeit parts or counterfeit work is strictly prohibited. This includes it being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this contract.

The Seller shall maintain a documented system (policy, procedure, or other documented approach) that ensures traceability of all components, and shall provide copies of such documentation for its system for the Buyer's inspection upon request.

For active electronic components, all counterfeit avoidance, counterfeit detection testing, and authentication processes performed by the seller or their contracted certified third parties will be subject

to all customer quality clauses as reflected on the customer PO and will also be required to meet all of the specifications both physical and electronic as established in the original OEM data sheet for the specified OEM manufacturer part number and revision. Supplier authenticity and counterfeit avoidance and detection plans are subject for submittal and review by the buyer.

The seller shall maintain a counterfeit avoidance and detection plan that addresses the following areas:

- a. The prevention of providing counterfeit parts
- b. Documented processes and training to prevent counterfeit parts
- c. Availability of a third party analysis lab as an approved source of analysis
- d. The ownership and resident knowledge in detection/inspection practices of counterfeit parts

The following additional information shall appear on each certification:

- a. Buyer's purchase order number
- b. Purchase order line item number
- c. Buyer's part number and revision status
- d. Quantity shipped
- e. Serial number(s), if applicable
- f. Description / nomenclature
- g. Seller's part number and revision status
- h. Seller's sales, work or shop order
- i. Date shipped

Seller's responsible Quality Assurance Representative shall sign and date all certifications.

If suspect counterfeit parts are furnished under this contract, the Seller shall promptly replace the suspected counterfeit parts with parts acceptable to the requirements of the contract. The Seller shall be liable for all costs relating to the removal and replacement of counterfeit parts, including without limitation Buyer's external and internal costs of removing the counterfeit parts, of reinserting replacement parts and of any testing required by the reinstallation of Seller's goods after counterfeit parts have been exchanged. The Seller shall be fully liable for all cost associated with change parts out, material handling and any other related costs.