Counterfeit Fraudulent and Suspect Items (CFSI): Supplier Responsibility

This document provides the clause to be attached by the Buyer to the Purchase orders. This is mandatory for all nuclear project related POs, particularly for all ITNS (Important To Nuclear Safety) items.

[please remove this cover sheet while attaching it to the PO]

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<th>Section Modified and Revision Description</th>
<th>Date</th>
<th>Author</th>
<th>Checker</th>
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<td>1.0</td>
<td>First release</td>
<td>28/05/20</td>
<td>R. Purohit</td>
<td>M. Secco</td>
<td>J Pereira</td>
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Prevention of delivery or use of Counterfeit Fraudulent and Suspect Items (CFSI)

Goods described using a manufacturer part number or using a product description and/or specified using an industry standard, the Supplier shall be responsible to ensure that the replacement goods supplied by Supplier meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard.

If Supplier is not the manufacturer of the goods, Supplier shall make all reasonable efforts to ensure that the goods and components supplied under the Order or used to manufacture the goods covered in this Order are made by the Original Equipment Manufacturer (OEM) and meet the applicable manufacturer data sheet or industry standard. Should Supplier desire to supply or use goods that may not meet the requirements of this paragraph, Supplier shall notify Buyer of any exceptions and receive Buyer's written approval prior to shipment or use of the replacement goods to Buyer.

If CFSI goods are furnished under the Order or are found in any of the goods delivered hereunder, such items will be dispositioned by Buyer and may be returned to Supplier. Supplier shall promptly replace such CFSI goods with goods acceptable to Buyer and Supplier shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement of said goods.

To mitigate the CFSI risk, Buyer requires the Supplier to recognize this risk by introducing into their Quality Assurance program a documented process to prevent, detect and disposition CFSI's. Supplier shall extend above CFSI requirements to sub-tier suppliers.

These provisions are supplement to the provision in the Terms of Purchase.