

THE SELLER REPRESENTS AND WARRANTS THAT ONLY NEW AND AUTHENTIC COMPONENTS, SUBCOMPONENTS, PARTS, MATERIAL, AND SUPPLIES ARE PROCURED, USED, INCORPORATED INTO, AND/OR DELIVERED IN PERFORMANCE OF THIS ORDER. NO OTHER MATERIAL, PART, OR COMPONENT OTHER THAN A NEW AND AUTHENTIC PART IS TO BE USED UNLESS APPROVED IN ADVANCE IN WRITING BY EB.

SELLER AGREES AND SHALL ENSURE THAT COUNTERFEIT PARTS OR COUNTERFEIT WORK ARE NOT DELIVERED TO OR INCORPORATED INTO ELECTRIC BOAT (EB) OR TO EB 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 SUBCONTRACT/PURCHASE ORDER/LETTER CONTRACT.

THE SELLER SHALL MAINTAIN A SYSTEM OR METHOD OF ITEM TRACEABILITY THAT ENSURES TRACKING OF THE SUPPLY CHAIN BACK TO THE MANUFACTURER OF ALL ELECTRICAL, ELECTRONIC, AND ELECTROMECHANICAL (EEE) ASSEMBLIES AND SUBASSEMBLIES BEING DELIVERED PER THIS ORDER.

SELLER SHALL IMMEDIATELY NOTIFY EB IN WRITING IF IT CANNOT PURCHASE OR ACQUIRE AUTHENTIC COMPONENTS, SUBCOMPONENTS, PARTS, MATERIAL, AND SUPPLIES DIRECTLY FROM THE OCM/OEM OR THROUGH AN OCM/OEM AUTHORIZED DISTRIBUTOR CHAIN.

SELLER SHALL ALSO IMMEDIATELY NOTIFY EB IN WRITING IF IT OR ITS SUBCONTRACTORS AT ANY TIER CANNOT MAINTAIN TRACKING OF THE SUPPLY CHAIN BACK TO THE OCM/OEM.