



**Section F Attachment 3: Counterfeit Work**  
**Added: March 19, 2018**

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**COUNTERFEIT WORK**

**(a) The following definitions apply to this clause:**

**"Counterfeit Work" means work under this purchase order that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.**

**"Suspect Counterfeit Work" means work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the work part is authentic.**

**(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to OSHKOSH DEFENSE under this Contract.**

**(c) SELLER shall only purchase products to be delivered or incorporated as work to OSHKOSH DEFENSE directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the work, and (iii) SELLER obtains the advance written approval of OSHKOSH DEFENSE.**

**(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.**

**(e) SELLER shall immediately notify OSHKOSH DEFENSE with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by OSHKOSH DEFENSE, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to OSHKOSH DEFENSE in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.**

**(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of work.**

**(g) In the event that work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation OSHKOSH DEFENSE's costs of removing Counterfeit Work, of installing replacement work and of any testing necessitated by the reinstallation of work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies OSHKOSH DEFENSE may have at law, equity or under other provisions of this Contract.**



**(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to OSHKOSH DEFENSE.**

**Bold = Changes**