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Anti-Counterfeit Control Plan

RH Electronics, Inc. — Quality Management System · Document QCP-01 · Revised 2026

1.0 Purpose

This procedure describes the Anti-Counterfeit Control Plan at RH Electronics, developed in alignment with the counterfeit-avoidance requirements of AS5553 and AS6081 and supporting the RH Electronics ISO 9001:2015 Quality Management System — Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition.

2.0 Scope

This procedure applies to all employees, product purchases, and customer returns.

3.0 Responsibility

The RH Electronics Quality Control Department is responsible for the final review and approval of this procedure. Employees with responsibilities for purchasing, receiving, or verifying parts shall also be responsible for compliance with this plan.

4.0 Detailed Procedure

4.1 Anti-Counterfeit Policy

The following policy has been reviewed and approved by executive management.

This is a zero-tolerance policy against knowingly and intentionally trafficking in counterfeit goods. To support this policy and to ensure that there is a low risk of counterfeit product entering our supply, should a suspect-counterfeit or counterfeit product be found, RH Electronics shall quarantine such material and report the finding to the supplier and appropriate authorities. This policy shall be communicated, understood, implemented, and maintained at all levels within RH Electronics.

This policy shall also be communicated to all employees through meetings, Quality Awareness Training, and postings.

4.2 Anti-Counterfeit Control Plan

This plan has been developed to address all the requirements of the RH Electronics Counterfeit Control Policy.

4.3 Customer-Related Processes

4.3.1 Disclosure of Non-Authorization

It is RH Electronics's plan to perform authorized distribution. If this plan is changed and RH Electronics agrees to perform unauthorized distribution, RH Electronics shall notify the customer at the time of quote. When authorization is terminated, customers with outstanding orders shall be contacted.

4.3.2 Provision of Manufacturer's Warranty

In accordance with manufacturer distribution agreements, RH Electronics shall pass on the applicable warranty and support such warranty.

4.3.3 Distribution Agreements

RH Electronics shall have a documented distribution agreement with the manufacturers RH Electronics distributes. Such agreements are considered proprietary and not subject to review by third parties unless mutually agreed upon by both RH Electronics and the manufacturer. RH Electronics shall have a letter from the manufacturer that attests to the existence of a distribution agreement between RH Electronics and the manufacturer.

4.4 Register of Suppliers

RH Electronics maintains a register of suppliers in support of its ISO 9001:2015 Quality Management System.

4.4.1 Purchase Restrictions

RH Electronics shall only purchase parts for resale from the manufacturer, the manufacturer's authorized distributor, or approved third-party vendors. When RH Electronics purchases from an authorized distributor, the distributor's authorization with the manufacturer shall be verified and documented.

4.4.2 Purchasing Preference

RH Electronics has a preference to purchase parts for resale directly from the manufacturer.

4.4.3 Purchases Outside of a Distribution Agreement

It is RH Electronics's plan to only perform authorized distribution or to purchase from approved third-party vendors.

4.4.4 Counterfeit Electronic Part Control Plan Requirement

The RH Electronics Quality Control Department shall maintain records of other authorized distributors in the Master Distributor Records.

4.5 Traceability, Record Retention, and Retrievability

RH Electronics retains and maintains records of product origin in accordance with its ISO 9001:2015 Quality Management System.

4.5.1 Military Parts

When RH Electronics distributes military parts, the documentation shall be provided to the customer with each order.

4.5.2 Commercial and Industrial Parts

Commercial and industrial parts delivered by RH Electronics shall have a Certificate of Conformance on the RH Electronics packing list.

4.5.3 Provision of Traceability

Under normal circumstances, manufacturer-provided records of product origin are not provided to customers on commercial and industrial parts. When warranted by special circumstances or contract, manufacturer-provided records of product origin shall be provided to customers.

4.5.4 Retention Period

Manufacturer-provided records of product origin are maintained.

4.5.4.1 Records from manufacturers and other authorized distributors shall be maintained as received. Scanning programs shall be suitable to produce readable copies of original forms. If any scanned document is not readable, the original documents shall be retrieved or reproductions from the manufacturer shall be used.

4.5.4.2 When record-retention times required by customers exceed two (2) years, RH Electronics shall be able to accommodate reasonable requests for extended retention. Types of records and medium of storage shall be negotiated between the customer and RH Electronics. The RH Electronics Quality Control Department shall have the final acceptance for extended-retention requests.

4.5.5 Certificate of Conformance

RH Electronics's Certificate of Compliance is supplied at customer request.

(a) Aerospace Certificate of Compliance — RH Electronics, Inc. is an authorized distributor of the products furnished on this shipment and hereby certifies that the products are new, unused, and were purchased solely from the original manufacturer or through the manufacturer's authorized distribution. The original manufacturer warrants and certifies that the products they produce meet their specifications. Evidence of this warranty and certification is maintained at the manufacturer and/or at RH Electronics. This packing list is the Evidence of Conformity that this shipment meets the requirements of RH Electronics's Quality Management System and/or customer purchase-order requirements agreed upon between RH Electronics and the customer. Environmental compliance per producer documentation. RH Electronics certifies that this shipment is part of a shipment covered by the manufacturer's documentation. Products in this order have been handled in accordance with the manufacturer's requirements.

(b) Commercial Certificate of Compliance — The original manufacturer warrants and certifies that the products they produce meet their specifications. Evidence of this warranty and certification is maintained at the manufacturer and/or at RH Electronics. This packing list is the Evidence of Conformity that this shipment meets the requirements of RH Electronics's Quality Management System and/or customer purchase-order requirements agreed upon between RH Electronics and the customer. Environmental compliance per producer documentation.

4.5.5.1 The packing list with the Certificate of Compliance, as a unit, is considered the whole Certificate of Conformance. This packing list with Certificate of Compliance includes the following data:

a. The name and address of both RH Electronics and the customer
b. The manufacturer's name
c. Manufacturer's part number
d. Quantity
e. Date code (if provided by the manufacturer and required by the customer)
f. Lot code (if provided by the manufacturer and required by the customer)
g. Customer purchase-order number
h. Ship date to customer
i. Authorized Distributor Statement of Conformance
j. Signature of responsible party (electronic signature is acceptable)
k. Country of origin
l. Customer part number (if known and required)

4.6 Control of Suspect, Fraudulent, and Confirmed Counterfeit Parts

RH Electronics has several processes embedded into the QMS that evaluate and minimize the risk associated with potential counterfeit product infiltrating RH Electronics's inventory.

4.6.1 Customer Returns

4.6.1.1 Return Policy. RH Electronics's return policy is described in our Terms and Conditions, Section 1a (Returns) and Section 6 (RH Electronics's Limited Warranty).

Section 1a — Returns: Returns are normally accepted when completed within 30 days of the ship date. If RH Electronics agrees to accept a return, return-freight charges must be prepaid by the customer. RH Electronics shall not accept COD shipments. Some products may require return directly to the manufacturer. All items must be in the original packaging and in resalable condition. Contact a sales representative for a Return Materials Authorization (RMA) number and addressing instructions prior to returning product. Any ESD-sensitive product returned that has not been handled properly will not be eligible for credit. The foregoing statements concerning returns do not apply to NON-CANCELABLE / NON-RETURNABLE products.

Section 6 — Limited Warranty: The customer must notify RH Electronics within 90 days from date of shipment of any defective product.

b. RH Electronics shall issue an RMA to a customer when a return is authorized. Only products originally shipped from RH Electronics can be returned to RH Electronics.

c. **Counterfeit Product Prevention Clause (Terms and Conditions, Section 1.b):** Only products originally shipped from RH Electronics, or from a supplier at RH Electronics's direction (drop-ship), will be returned to RH Electronics. All others shall be promptly quarantined and disposed of or returned to the customer. By returning products to RH Electronics, the customer certifies that the products were purchased from RH Electronics and that there has been no substitution, in whole or part, of the same product from another supplier, distributor, or other such source. The return should be in the original packaging (manufacturer or RH Electronics), in unused condition (except when defective). ESD-sensitive products should not be opened except under controlled conditions.

4.6.1.2 Return Verification

The majority of customer returns are scrapped. They are scrapped per internal controls that limit risk based on the customer, the cost of the parts, packaging issues, and signs of use or alteration. They are scrapped, instead of being verified, for economic reasons. Parts that are not scrapped automatically shall be verified against traceability records. This can include lot and/or date code when available from the manufacturer.

4.6.2 Supplier Shipments

Manufacturers and other authorized distributors are very low risk for counterfeit. Therefore, inspection shall consist of count, kind, condition, and documentation. The RH Electronics Quality Control Department shall monitor this risk and revise this plan when warranted. RH Electronics shall review documents supplied with the shipment and ensure the shipment is from the intended supplier per the purchase order.

4.6.3 Disposition of Parts Deemed Suspect, Fraudulent, or Counterfeit

Suspect, fraudulent, and counterfeit parts are treated as non-conforming product in accordance with the RH Electronics ISO 9001:2015 Quality Management System and dispositioned per non-conformity procedures.

- Records of the dispositions shall be maintained.
- The RH Electronics Quality Control Department may return suspect parts to the manufacturer for analysis and disposition to confirm their status as counterfeit or not counterfeit.
- Confirmed counterfeit parts shall not be returned to the customer and may be retained for investigative or training purposes. The RH Electronics Quality Control Department shall quarantine confirmed counterfeit parts for five (5) years, or longer if required by legal requirements.
- After five (5) years, or when legal requirements allow, confirmed counterfeit parts shall be scrapped by the RH Electronics Quality Control Department per warehouse Scrap Disposition (Section 4.8).

4.6.4 Re-Stocking Prohibition

Suspect, fraudulent, or confirmed counterfeit parts shall not be reintroduced into the supply chain, restocked, nor returned to the manufacturer in a stock rotation. RH Electronics shall not restock product into its authorized inventory that was not purchased from the authorized distribution channel.

4.6.5 Packaging and Repackaging Parts Sold to Customers

4.6.5.1 RH Electronics shall send parts in manufacturer-sealed packaging when the quantity ordered is closer to the standard manufacturer package quantity.

4.6.5.2 When manufacturer packaging cannot be sent, RH Electronics shall package the product in standard commercial packaging or, when required by the manufacturer, the manufacturer's specified packaging. Traceability on the repackaged parts is maintained by the system. The traceability shall be printed on labels and the packing list as available from the manufacturer and requested by the customer.

4.7 Training

Employees in Asset Management, Products, and Warehouse shall be trained on their processes to prevent counterfeit. This training shall be documented in training requirements per applicable position.

4.8 Scrap Control in Authorized Distribution

Scrap control is documented in internal scrap procedures.

4.9 Inventory Control Plan

RH Electronics has an inventory-control system that provides traceability of all stock movements. Customer returns shall be traceable.

4.9.1 Segregation of Product

RH Electronics's intention is to be authorized only. If unauthorized stock is received by RH Electronics, RH Electronics shall treat it as suspect and scrap it appropriately.

4.9.2 Inventory Access

Warehouses where inventory is kept shall have card access. Visitors shall be escorted.

4.9.3 Traceability of Returned Parts

Customer returns are traced in the inventory-control system. Customer returns are not commingled with new and unused parts. There is sufficient capacity to exclude customer returns when customers request. Records of customer returns are maintained.

4.10 Reporting

Reporting on confirmed counterfeit parts shall be authorized by the RH Electronics Quality Control Department, which shall make appropriate reports to executive management, affected customers, the affected manufacturer, and the authority having jurisdiction. Confirmed counterfeit can only be determined by the manufacturer. The RH Electronics Quality Control Department will report confirmed counterfeit incidents through GIDEP. When provided, the manufacturer's response shall be included in external reports.

4.11 Audits

This anti-counterfeit plan and referenced processes are listed and scheduled for internal audit. This also makes the plan part of RH Electronics's QMS and subject to our third-party registrar and the internal audit schedule.

4.12 Counterfeit Awareness

The RH Electronics Quality Control Department is responsible for keeping informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and for using such information and techniques to continuously upgrade internal processes.

4.13 GIDEP Participation

The RH Electronics Quality Control Department shall ensure RH Electronics is a member of GIDEP. The department shall screen GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

4.14 Obsolete Parts

In the context of this plan, an "obsolete electronic part" means an electronic part that is no longer in production by the original manufacturer, or by an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

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ANSI/ESD S20.20-2021 ESD control program