



Wire and Cable, Inc.

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SEA Wire and Cable, Inc. Quality Clauses

Revised: 09/04/2020

A: Review attached and/or included requirements for approval of applicable product, equipment, processes, and procedures, if applicable.

B: Supplier must have qualified personnel to perform set tasks, if applicable.

C: Supplier's Quality Management System shall be compliant to the applicable AS9100/ISO 9000 standard and/or Mil-I-45208. Calibration must be compliant to ISO 17025:2005.

D: If applicable, review attached and/or included process requirements, inspection instructions or other applicable specs/drawings/technical data. **All parts shall be supplied to the newest revision of the specification unless otherwise noted on PO.**

E: Review and agree to the clauses, specifications, and all requirements on the Purchase order.

F: Supplier shall maintain test data on file for a minimum of 10 years, if applicable.

G: Any non-conforming product must be approved by SEA prior to shipping. When preapproved to ship nonconforming material, the acknowledgment letter must be included with the shipment and attached to the packing slip.

H: All products are subject to final inspection and acceptance by SEA at destination, notwithstanding any payment or prior inspection at source.

I: Any changes in product and/or process definitions require SEA approval in writing. For products designed by Supplier, Supplier shall notify SEA no later than 180 days before the effective date of products that will become obsolete or superseded.

J: SEA, SEA's customer, and/or any regulatory authorities have the right of access to all facilities involved in this order; including all applicable records.

K: Supplier must flow down requirements and/or key characteristics in the purchasing documents to sub-tier suppliers, as applicable.

L: Supplier shall comply with all applicable laws, ordinances, rules, and regulations; Federal, State and Local, including and without limitation: The Arms Export Control Act, the International Traffic in Arms regulations, and the Foreign Corrupt Practices Act.

Compliance shall be a material requirement for each Purchase Order. Supplier agrees to notify SEA if any products supplied to SEA are restricted by export control laws or regulations.

M: SEA's supplier is required to maintain a documented FOD program, which assures that work is accomplished in a manner preventing foreign objects or materials from entering and remaining in deliverable items. Any non-conformances arising as a result of FOD issues will be fully investigated for potential impact.

N: SEA requires all products supplied on this purchase order to be in compliance with Section 1502 of the Dodd-Frank Act. The supplier warrants that they do not supply SEA with any "conflict minerals" (Gold, Tin, Tantalum, and Tungsten) from the Democratic Republic of the Congo (DRC) or its adjoining countries.

O: The Supplier shall include with each shipment the manufacturer's C of C, Test Reports, unless otherwise noted on the purchase order, or approved by SEA prior to shipment. The supplier and manufacturer's C of C and TR's shall include the following at a minimum:

- 1) Manufacturer's name and address
- 2) Manufacturer's part number
- 3) Batch/Lot identification for the item(s) such as: date codes, lot codes, serializations, or other batch identifications
- 4) Date of Manufacturer (DOM) and Date of Expiration (DOE), if applicable
- 5) Signature/stamp with name and title of supplier's authorized personnel
- 6) Certified to the applicable specification/drawing and revision level

P: All product supplied is to be labeled in a manner as to be readily available with all pertinent information pertaining to the product. At a minimum, product labels should include the following: part number, description, quantity, lot/batch number and DOM/DOE (if applicable). *No mixed lots shall be excepted per container. (i.e., bags, boxes, spools)*

Q: All material shall be in compliance with the current European Union Regulation for Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH). Suppliers are required to notify SEA, in writing, within 2 business days of acceptance of this purchase order if any items(s) are not REACH compliant. The European Chemicals Agency (ECHA) has added a candidate list of all chemicals that are considered SVHCs on their website. The suppliers and manufacturer's C of C shall state Compliance or Non-Compliance for all part numbers shipped.

R: All material shall be in compliance with the current European Union Regulation for the Restriction of Hazardous Substances (RoHS). Suppliers are required to notify SEA, in writing, within 2 business days of acceptance of this purchase order if any items(s) are not RoHS compliant. The suppliers and manufacturer's C of C shall state Compliance or Non-Compliance for all part numbers shipped. The RoHS restricted substances and limits are as follows:

- 1) Lead (Pb): < 1000 ppm
- 2) Mercury (Hg): < 1000 ppm
- 3) Cadmium (Cd): < 100 pm
- 4) Hexavalent Chromium: (Cr VI) < 1000 ppm
- 5) Polybrominated Biphenyls (PBB): < 1000 ppm

- 6) Polybrominated Diphenyl Ethers (PBDE): < 1000 ppm
- 7) Bis (2-Ethylhexyl) phthalate (DEHP): < 1000 ppm
- 8) Benzyl butyl phthalate (BBP): < 1000 ppm
- 9) Dibutyl phthalate (DBP): < 1000 ppm
- 10) Diisobutyl phthalate (DIBP): < 1000 ppm

S: A copy of all paperwork (i.e.: Packing Slip and Test Data) for any drop shipments to a location other than SEA Wire and Cable, Inc., 451 Lanier Road Madison, AL 35758, is to be sent to SEA’s purchasing department (purchasing@sea-wire.com) prior to shipping.

T: The Supplier’s organization shall plan, implement, and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product.

U: SEA has a company “Code of Ethics” and is committed to conducting its business in an ethical, impartial, and professional manner. SEA expects the Supplier to conduct business in a fair, impartial, and ethical manner; upholding “ethical business standards”. SEA further expects, should Supplier have cause and/or reason to believe that SEA and/or any employee/agent of SEA has behaved improperly or handled anything unethically under this contract, Supplier, if warranted, is requested to report such behavior to the appropriate person, up to and including the CEO of SEA.

V: Parts are not to be marked with “FAA/PMA” or “PMA” directly on the article, on part packaging or on accompanying paperwork unless specifically requested or allowed on the SEA Purchase Order.

W: Supplier shall supply products that are not and do not contain suspect/counterfeit parts. Supplier shall have a counterfeit risk mitigation process in accordance with industry standards such as AS5553 or AS6174. Chain of ownership must be verifiable and available upon request

X: Supplier certifies that it is in compliance with all federal, state or provincial laws, including but not limited to the U.S. Occupational Safety and Health Act of 1970 (OSHA) or the Canadian Hazardous Products Act as applicable. Furthermore, if the products purchased herein are considered toxic or hazardous as defined in the above set of regulations, Supplier shall provide a copy of the Safety Data Sheet (SDS) with each shipment or as otherwise specified on the order.

FAR and DFARS Clauses and Provisions

For all FAR and DFARS references, the terms “Government Contracting Officer”, “Contracting Officer”, and “Government” mean SEA Wire & Cable, Inc. Buyer and Buyer’s Authorized Procurement Representative.

FAR Clauses & Provisions – latest version is applicable to all Contracts/Purchase Orders

FAR Clause	FAR Clause Title
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct

52.203-14	Display of Hotline Posters
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts
52.204-2	Security Requirements
52.204-5	Women-Owned Business (Other Than Small Business)
52.204-6	DUNS Number
52.209-5	Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.212-5	Contract Terms and Conditions Required to Implement Statutes and Executive Orders
52.215-2	Audit and Records – Negotiation
52.215-2	Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009)
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges (Oct 2009) (This clause applies
52.215-6	Place of Performance
52.219-1	Small Business Program Representations
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-28	Post –Award Small Business Program Representation
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-17	Non-displacement of Qualified Workers (Service Contracts)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-2	Payment for Overtime Premiums
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-3	Convict Labor
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers With Disabilities

52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-40	Notification of Employee Rights Under Federal Labor Laws
52.222-41	Service Contract Act of 1965, As Amended
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services
52.222-54	Employment Eligibility Verification
52.223-1	Bio-based Product Certification
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-16	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items
52.225-1	Buy American Act – Supplies
52.225-10	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials
52.225-11	Buy American Act – Construction Materials Under Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-2	Buy American Act Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan Certification
52.225-21	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-22	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-24	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.225-3	Buy American Act – Free Trade Agreements – Israel Trade Act
52.225-4	Buy American Act - Free Trade Agreements – Israel Trade Act Certificate

52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-9	Buy American Act – Construction Materials
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-14	Rights in Data - General
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.227-6	Royalty Information
52.230-1	Cost Accounting Standards Notices and Certifications
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.239-1	Privacy or Security Safeguards
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

DFARS Clauses – All Purchase Orders

DFARS Clause	DFARS Clause Title
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.204-7012	Safeguarding of Unclassified Controlled Technical information
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American Act and Balance of Payments Program Certificate
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7003	Report of Intended Performance Outside the United States and Canada – Submission with Offer
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.
252.225-7008	Restriction of Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Conflict Minerals)
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K)
252.225-7012	Preference for Certain Domestic Commodities (Berry Amendment)
252.225-7015	Preference for Domestic Hand or Measuring Tools (Berry Amendment)
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7020	Trade Agreements Certificate
252.225-7022	Trade Agreements Certificate – Inclusion of Iraqi End Products

252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7031	Secondary Arab Boycott of Israel
252.225-7035	Buy American Act Free Trade Agreements Balance of Payments Program Certificate
252.225-7042	Authorization to Perform
252.227-7013	Rights in Technical Data - Noncommercial Items
252.229-7000	Invoices Exclusive of Taxes or Duties
252.229-7001	Tax Relief
252.229-7003	Tax Exemptions (Italy)
252.229-7005	Tax Exemptions (Spain)
252.234-7001	Notice of Earned Value Management System (If required by DFARS 203.234)
252.234-7002	Earned Value Management System
252.234-7003	Notice of Cost and Software Data Reporting System
252.234-7004	Cost and Software Data Reporting System
252.242-7004	Material Management and Accounting System
252.247-7007	Liability and Insurance
252.247-7022	Representation of Extent of Transportation by Sea
252.247-7023	Transportation of Supplies by Sea