



## Wire and Cable, Inc.

PO Box 647  
451 Lanier Road  
Madison, AL 35758  
256-772-9616, **1-800-633-7210**, Fax: 256-772-7402  
[www.sea-wire.com](http://www.sea-wire.com)

### SEA Wire and Cable, Inc. Quality Clauses

Revised: 01/26/2020

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Supplier shall notify SEA no later than 180 days before the effective date of products that will become obsolete or superseded.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).

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](mailto: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***

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

52.203-14	<i>Display of Hotline Posters</i>
52.203-15	<i>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009</i>
52.203-2	<i>Certificate of Independent Price Determination</i>
52.203-3	<i>Gratuities</i>
52.203-5	<i>Covenant Against Contingent Fees</i>
52.203-6	<i>Restrictions on Subcontractor Sales to the Government</i>

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

52.222-35	<i>Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</i>
52.222-36	<i>Affirmative Action for Workers With Disabilities</i>
52.222-37	<i>Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans</i>
52.222-38	<i>Compliance with Veterans' Employment Reporting Requirements</i>
52.222-40	<i>Notification of Employee Rights Under Federal Labor Laws</i>
52.222-41	<i>Service Contract Act of 1965, As Amended</i>
52.222-43	<i>Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)</i>
52.222-44	<i>Fair Labor Standards Act and Service Contract Act -- Price Adjustment</i>
52.222-50	<i>Combating Trafficking in Persons</i>
52.222-51	<i>Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment</i>

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.222-53	<i>Exemption from Application of the Service Contract Act to Contracts for Certain Services</i>
52.222-54	<i>Employment Eligibility Verification</i>
52.223-1	<i>Bio-based Product Certification</i>
52.223-11	<i>Ozone-Depleting Substances</i>
52.223-13	<i>Certification of Toxic Chemical Release Reporting</i>
52.223-14	<i>Toxic Chemical Release Reporting</i>
52.223-15	<i>Energy Efficiency in Energy-Consuming Products</i>
52.223-16	<i>IEEE 1680 Standard for the Environmental Assessment of personal Computer Products</i>
52.223-18	<i>Contractor Policy to Ban Text Messaging While Driving</i>
52.223-3	<i>Hazardous Material Identification and Material Safety Data</i>
52.223-4	<i>Recovered Material Certification</i>
52.223-6	<i>Drug-Free Workplace</i>
52.223-7	<i>Notice of Radioactive Materials</i>
52.223-9	<i>Estimate of Percentage of Recovered Material Content for EPA-Designated Items</i>
52.225-1	<i>Buy American Act – Supplies</i>
52.225-10	<i>Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials</i>
52.225-11	<i>Buy American Act – Construction Materials Under Trade Agreements</i>
52.225-13	<i>Restrictions on Certain Foreign Purchases</i>
52.225-2	<i>Buy American Act Certificate</i>
52.225-20	<i>Prohibition on Conducting Restricted Business Operations in Sudan Certification</i>
52.225-21	<i>Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act</i>
52.225-22	<i>Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act</i>
52.225-24	<i>Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act</i>

52.225-25	<i>Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran</i>
52.225-26	<i>Contractors Performing Private Security Functions Outside the United States</i>
52.225-3	<i>Buy American Act – Free Trade Agreements – Israel Trade Act</i>
52.225-4	<i>Buy American Act - Free Trade Agreements – Israel Trade Act Certificate</i>
52.225-5	<i>Trade Agreements</i>
52.225-6	<i>Trade Agreements Certificate</i>
52.225-9	<i>Buy American Act – Construction Materials</i>
52.226-2	<i>Historically Black College or University and Minority Institution Representation</i>
52.227-14	<i>Rights in Data - General</i>
52.227-15	<i>Representation of Limited Rights Data and Restricted Computer Software</i>
52.227-16	<i>Additional Data Requirements</i>
52.227-6	<i>Royalty Information</i>
52.230-1	<i>Cost Accounting Standards Notices and Certifications</i>
52.233-3	<i>Protest After Award</i>
52.233-4	<i>Applicable Law for Breach of Contract Claim</i>
52.239-1	<i>Privacy or Security Safeguards</i>
52.247-63	<i>Preference for US Flag Air Carriers</i>
52.247-64	<i>Preference for Privately Owned U.S.-Flag Commercial Vessels</i>

***DFARS Clauses – All Purchase Orders***

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

252.225-7015	<i>Preference for Domestic Hand or Measuring Tools (Berry Amendment)</i>
252.225-7016	<i>Restriction on Acquisition of Ball or Roller Bearings</i>
252.225-7020	<i>Trade Agreements Certificate</i>
252.225-7022	<i>Trade Agreements Certificate – Inclusion of Iraqi End Products</i>
252.225-7028	<i>Exclusionary Policies and Practices of Foreign Governments</i>
252.225-7031	<i>Secondary Arab Boycott of Israel</i>
252.225-7035	<i>Buy American Act Free Trade Agreements Balance of Payments Program Certificate</i>
252.225-7042	<i>Authorization to Perform</i>
252.227-7013	<i>Rights in Technical Data - Noncommercial Items</i>
252.229-7000	<i>Invoices Exclusive of Taxes or Duties</i>
252.229-7001	<i>Tax Relief</i>
252.229-7003	<i>Tax Exemptions (Italy)</i>
252.229-7005	<i>Tax Exemptions (Spain)</i>
252.234-7001	<i>Notice of Earned Value Management System (If required by DFARS 203.234)</i>
252.234-7002	<i>Earned Value Management System</i>
252.234-7003	<i>Notice of Cost and Software Data Reporting System</i>
252.234-7004	<i>Cost and Software Data Reporting System</i>
252.242-7004	<i>Material Management and Accounting System</i>
252.247-7007	<i>Liability and Insurance</i>
252.247-7022	<i>Representation of Extent of Transportation by Sea</i>
252.247-7023	<i>Transportation of Supplies by Sea</i>