

Clarifications to Certain U.S. Government Flow Down Provisions and Terms

Whereas, WESCO Distribution, Inc., and/or any of its subsidiaries, affiliates or unincorporated divisions (“Seller”) has provided a response to any customer (“Buyer”) regarding certain U.S. government flow down provisions and terms, including but not limited to, as the case may be, in any purchase agreement, in representations and certifications form, or in another compliance form, whether through an online portal or in hard copy; and whereas Seller is a distributor of many goods, and therefore Seller cannot make blanket certifications on certain elements of goods and/or component compliance that must be confirmed order-by-order.

Now, therefore, notwithstanding anything to the contrary exchanged among the parties, including any express representations, warranties or guarantees on these topics:

- 1. Buyer Obligation to Notify Seller Prior to Transmitting CUI, CDI, ITAR/EAR and/or Export Controlled Information:** Seller is an international company, supported by diverse personnel and partners globally. Buyer must notify Seller in writing prior to providing (a) any government technical information (e.g., Confidential Unclassified Information, Covered Defense Information), (b) any information that is ITAR-controlled, EAR-controlled or otherwise export controlled under U.S. law, (c) any information that is sensitive or export controlled under any other country’s regulations, and/or (d) any information that cannot be shared with Seller’s third-party partners that provide back office support and/or enterprise efficiency services under a confidentiality agreement. None of the foregoing types of information shall be transmitted to Seller via e-mail and shall instead be transmitted via mutually agreeable secure means (e.g., data room).
- 2. Buyer Obligation to Confirm Country of Origin and/or Product-Level Compliance (e.g., NDAA 889, Buy American, Trade Agreements Act, etc.) by SKU or Product No. on an opportunity-by-opportunity basis.** As a distributor of many of goods, Seller cannot make blanket representations on the subcomponents and/or country of origin for all goods it sells. Buyer shall request affirmative confirmation of compliance with Section 889 of the NDAA, Buy America(n), Trade Agreements Act and/or any other product or component compliance on an opportunity by opportunity basis for each SKU and/or product number. Unless expressly confirmed by Seller in writing with regard to an individual opportunity per SKU and/or per product number, Seller disclaims and makes no representation or guarantee on such compliance.
- 3. Conflict Minerals:** As a distributor, Seller generally will not be subject to the requirement of the Conflict Minerals Rule. Seller cannot attest to the origin of any conflict minerals that may or may not be present in products manufactured by other companies, or that the products Seller distributes are conflict-free. However, Seller will support Buyer in its efforts to track conflict minerals in its supply chain and will make reasonable efforts to assist the Customer in obtaining the disclosure from the manufacturers of the goods our Customers purchases from Seller if the Customer is required to report on such products to the U.S. Securities & Exchange Commission.