



# **Tower Products Incorporated Corporate Responsibility, Legal Notice, Code of Ethics & Purchase Order Terms and Conditions**

This document is scheduled to change without notice.

## **Corporate Responsibility**

Tower Products Incorporated is committed to upholding the highest ethical standards in all facets of our supply chain, customer, employee and community philanthropic business practices. With over 30 years in business, Tower Products and its divisions uphold our stellar reputation for doing business in a responsible way.

Success in business is about keeping promises - both voluntary and mandatory - to our customers, employees, community and suppliers. As such, Tower Products pledges to:

- Protect and preserve the environment surrounding our offices and facilities.
- Assess and adopt business practices which promote sustainability, including reducing waste via recycling and manufacturing process control, while increasing water and energy efficiency.
- Innovate and continue to offer environmentally-friendly products to customers looking for sustainable alternatives to traditional products.
- Ensure a respectful, diverse and safe workplace for employees.
- Uphold the human rights of all individuals associated with Tower's operations – from employees, to third-party partners, to those living in the communities where we do business.

Simply stated, we promise to do the right thing. To guide us in fulfilling this promise by complying with the law and behaving in an ethical manner, our associates worldwide hold themselves accountable to the Tower Products Code of Business Conduct and Ethics. In all places, and in all situations, Tower Products Incorporated is committed to doing business with integrity. We never take professional or ethical shortcuts, and our interactions with all businesses, communities and individuals follow the highest standards.

## **Code of Conduct & Ethics / Legal & Supplier Notice**

### **Transparency in Supply Chains Act**

Tower Products Incorporated and its affiliated companies, including without limitation Markertek Video Supply, TecNec Distributing, Sescom, Ocean Matrix, Laird Digital Cinema, Camplex, Hybrid Fiber Systems, Connectronics ("Tower Products" or the "Company") are committed to conducting business in a lawful, ethical and responsible manner. Moreover, the Company expects its manufacturing and market vendors ("Suppliers") to share this same commitment. Accordingly, the Company has implemented certain controls and programs to verify that its Suppliers are meeting the Company's expectations.

The Company's Statement of Corporate Policy and Code of Conduct (the "Code of Conduct"), as well as other corporate policies and procedures, set forth the Company's guiding principles that Suppliers must conduct business in a lawful, ethical and responsible manner. As a condition of doing business with Tower Products Incorporated, each Supplier must agree to conduct its business in conformance with the Code of Conduct.

### **Certification**

Under the Code of Conduct, Tower Products' Suppliers certify that they will conduct business in compliance with the law, including, among other things, without child labor, without forced or compulsory labor, without corporal punishment, without discrimination and in compliance with wage and hour requirements, health and safety and environmental laws, including but not limited to the use of conflict minerals.

### **Supplier Indemnification**

Except for liabilities proven in a court of law to be resulting from Tower Product's negligence, Supplier shall protect, defend, indemnify, assume any liability, save and hold harmless Tower Products Incorporated, its officers, directors, employees, successors and assigns, from and against any allegations, claims, demands, lawsuits, liabilities, penalties, losses, damages, charges, settlements, judgments, costs and expenses (including reasonable attorneys' and experts' fees), which may be incurred by or asserted against Tower Products Incorporated ("Liabilities") relating to any product or service covered by this purchase order, including, but not limited to, all Liabilities arising out of, or allegedly based on: (i) any alleged product defect or product liability claim, including, but not limited to, improper or insufficient product labeling by Supplier, failure by Supplier to warn or to label; (ii) any breach by Supplier of its product warranty or representation (express or implied); (iii) errors in the Supplier's product literature, including operating instructions parts manuals ("OIPM"); (iv) any product regulatory action; (v) any actual or alleged violation by Supplier with respect to any international, federal, state or local treaty, law (including common law), statute, ordinance, administrative order, rule, regulation or regulatory proposition, enactment or resolution ("Laws"); (vi) any claim that any product in the form supplied by Supplier infringes any patent, trademark, copyright or trade dress or any other violation of a third party's proprietary or contract rights;; or (vii) any breach by Supplier of any of its certifications, warranties, representations and obligations under this purchase order

Supplier shall have the right to direct any claim or suit, and to adjust and settle any Liabilities; provided, however, that no settlement of any Liabilities shall be binding on Tower without its prior written approval, for which Supplier is liable under the terms of this purchase order, including the right to select legal counsel and/or claims adjusters. Tower Products Incorporated agrees to give Supplier written notice as soon as reasonably possible of any claim or suit known to Tower for which Tower seeks indemnification, and to reasonably cooperate with Supplier in the defense of any such claim or suit. Tower Products Incorporated may, at its sole expense, retain its own counsel to participate in such defense.

### **Verification**

The Company maintains long-standing business relationships with a limited number of Suppliers which have been vetted through an internal screening process. One element of the screening process includes an internal assessment of the risk that the Supplier will not comply with the Code of Conduct, including the prohibition against human trafficking and slavery. The Company's production, sourcing and compliance personnel visit some manufacturing facilities to evaluate and address the risks of a Supplier's noncompliance with the Code of Conduct.

### **Audits**

Audits and inspections of vendors may be announced or unannounced and these vendors are required to cooperate in any remedial efforts to ensure future conformance.

### **Internal Accountability Standards**

When non-conformance with the Code of Conduct is identified, Tower Products works with the Supplier to identify the cause of the non-compliance and to develop an action plan to assure future compliance. The Company believes that this strategy is in the best interest of the Supplier, its employees and the Company's customers. Remedial efforts may also include additional audits or inspections. In the event of continued non-conformance or serious violations of the Code of Conduct, the Company reserves the right to terminate the business relationship with the Supplier.

### **Training**

Tower Product's production and sourcing personnel receive on-the-job training, are members of professional affiliations, and are mentored and instructed to help further develop their ability to identify and evaluate risks in the supply chain.

## **Conflict Minerals**

In response to violence and human rights violations in the mining of certain minerals from the "Conflict Region", which is situated in the eastern portion of the Democratic Republic of the Congo (DRC) and surrounding countries, the U.S. Securities and Exchange Commission (SEC) has adopted rules to implement reporting and disclosure requirements related to "conflict minerals," as directed by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The rules require manufacturers who file certain reports with the SEC to disclose whether the products they manufacture or contract to manufacture contain "conflict minerals" that are "necessary to the functionality or production" of those products.

The definition of "conflict minerals" refers to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. The U.S. Secretary of State may designate other minerals in the future. We support the humanitarian goal of ending violent conflict in the DRC and surrounding countries.

We are committed to the responsible sourcing of all products throughout our supply chain and continue to work to help our customers comply with the underlying SEC rules & regulations surrounding "conflict minerals."

**These terms and conditions apply when referenced by any purchase order or other documentation of Tower Products Incorporated or any of its affiliates.**

## **Purchase Order Terms & Conditions:**

### **PRICING AND ADDITIONAL CHARGES:**

(a) The order must be filled at a price per unit no higher than what is disclosed on the Purchase Order. Seller must notify the Purchaser of any changes to the pricing immediately and prior filling the order. If Seller reduces its prices for such goods during the term of this order, Seller shall correspondingly reduce the prices of goods sold thereafter to Purchaser under this order.

(b) Additional charges that are not reflected in the cost per unit pricing will not be permitted without the Purchaser's specific authorization. These additional charges include but are not limited to: drop shipment fees, processing/handling fees, tariffs charges, Out-of-state sales tax.

### **INVOICING, PAYMENT AND TAXES:**

(a) Invoices shall be rendered on completion of services or delivery of goods and shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order.

(b) Invoices must be sent via email to the designated address, [invoices@towerpower.com](mailto:invoices@towerpower.com), as an attachment to the email as a PDF, Word, or Excel file. Invoice submissions that do not meet these specifications or contain incorrect content may not be accepted and will result in delayed payment.

(c) Payments will be made in accordance to the terms on the Purchase Order. Cash discounts terms shall be computed from either the date of the actual delivery of the goods or the date of when the acceptable invoices is received, whichever the later. The Discount amount shall be calculated from the agreed discount percentage and the invoice total.

(d) Seller recognizes that Purchaser will be treated as a tax exempt entity, and Purchaser will provide Seller with its exemption certificate on request. All invoices of Seller to Purchaser shall exclude taxes that are excludable under Purchaser's tax exempt status.

## About California Proposition 65

California's Proposition 65 entitles California consumers to special warnings for products that contain chemicals known to the state of California to cause cancer and birth defects or other reproductive harm if those products expose consumers to such chemicals above certain threshold levels. We care about our customers' safety and hope that the information below helps with your buying decisions. Proposition 65 requires the State of California to **publish a list of chemicals** known to cause cancer or birth defects or other reproductive harm. This annually updated list includes more than 800 chemicals. Proposition 65 requires businesses like ours to notify Californians about significant amounts of chemicals in the products they purchase to help consumers make informed decisions about protecting themselves from exposure to these chemicals.

**We are providing the following warning for products linked to this page:**

**WARNING PROP 65: THIS PRODUCT CONTAINS CHEMICALS THAT ARE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OR BIRTH DEFECTS OR REPRODUCTIVE HARM.**

### **Tools - California requires the following notice:**

**WARNING:** Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Some examples of these chemicals are:

- lead from lead-based paints,
- crystalline silica from bricks and cement and other masonry products, and
- arsenic and chromium from chemically treated lumber.

Your risk from exposure to these chemicals varies, depending on how often you do this type of work. To reduce your exposure, work in a well-ventilated area and with approved safety equipment, such as dust masks that are specially designed to filter out microscopic particles.

### **Electrical Cords - California requires the following notice:**

**WARNING:** The wires of this product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Wash hands after handling.

### **Acoustic Foam Treated with TDCPP - California requires the following notice:**

**WARNING:** Fire retardant foam products contain a fire retardant chemical known as tris (1,3-dichloro-2-propyl) phosphate, also known as TDCPP. TDCPP has been identified in the list of chemicals under California Proposition 65. The Carcinogen Identification Committee (CIC) determined that TDCPP was clearly shown, through scientifically valid testing according to generally accepted principles, to cause cancer. This chemical is known to the state of California to cause cancer or birth defects.

### **Warning Polyurethane Foam is Flammable**

Polyurethane foam will burn if exposed to an open flame or other sufficient heat source. Do not expose polyurethane foam to open flames or any other direct or indirect high temperatures ignition source such as burning operations, welding, burning cigarettes, space heaters, or naked lights. Once ignited, polyurethane foam will burn rapidly releasing great heat and consuming oxygen at a high rate. In an enclosed space, the resulting deficiency of oxygen will present a danger of suffocation to the occupants. Hazardous gases released by the burning foam can be incapacitating or fatal to human beings if inhaled in sufficient quantities. Once ignited, polyurethane foam is difficult to extinguish. Foam fires that appear to be extinguished may smolder and re-ignite. Always have fire officials determine whether a fire has been extinguished. Bulk purchaser or users of polyurethane foam should take appropriate precautions to ensure that it is properly handled and stored and, depending upon the intended use of the foam, that suitable warnings are provided to the ultimate customers.

**TOWER**



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