



## STANDARD TERMS AND CONDITIONS OF SALE

Any order for or provision of any product and/or service from or by Haier US Appliance Solutions, Inc., d/b/a GE Appliances ("Company") to Buyer ("Order") are expressly governed by, and subject to, these Standard Terms and Conditions of Sale ("Terms and Conditions"). Other than order quantity, COMPANY SPECIFICALLY AND EXPRESSLY REJECTS ANY AND ALL OTHER TERMS OR CONDITIONS CONTAINED IN BUYER'S COMMUNICATIONS WITH COMPANY, PURCHASE ORDERS, FORMS, CONTRACTS, OR OTHER DOCUMENTATION OF ANY ORDERS MADE IN CONNECTION WITH COMPANY'S QUOTATION.

Buyer understands and agrees that these Terms and Conditions are a material part of Company's agreement to accept any Order and that if these Terms and Conditions did not apply to the Order, Company would not accept the Order. Buyer further understands and agrees that unless Company and Buyer previously executed a written agreement, these Terms and Conditions apply to any Order. If Company and Buyer entered into any previous agreement, then the terms of that previous agreement apply only to the extent that they are inconsistent with these Terms and Conditions.

**1. PRICES AND TERMS.** All information provided to Buyer concerning pricing, whether for products or services of any type ("Product") to be provided to the Buyer by Company, is confidential. Buyer is solely responsible for a) selecting products appropriate for its intended application, b) verifying the products' specifications (including but not limited to specifications required by the Americans with Disabilities Act or other applicable law), quantities, and required accessories prior to ordering, and c) providing any product or service not provided by Company. Buyer is responsible for all present or future sales, use, excise, value-added or similar government-imposed charges (collectively "Tax"), and where applicable will be billed as a separate line item and paid by Buyer. Such Tax will be added to the billing unless a valid Tax Exemption Certificate has been timely provided to accepted by Company. Company's unit prices do not include any applicable Tax and any Tax shown on Company's Quotation is for estimation purposes only. Prevailing wage is not included. Prices contained in Company's memo/proposal/quotation (the "Quotation") are firm for 60 days unless the Quotation expressly provides for a longer or shorter period. Notwithstanding firm pricing, Company may, in its sole discretion, adjust its prices, add surcharges based on economic fluctuations, or deem any product or service unavailable, without penalty, regardless of any contractual agreement to the contrary, if (a) any government or other authority issues any tax, tariff, regulation, certification, requirement, or any other change that affects Company's provision of Product or (b) an economic factor increases any component of Company's costs related to such Product. Orders may be shipped and/or invoiced separately to allow for pricing and delivery adjustments as specified herein.

In the event that any product ordered by Buyer is discontinued or otherwise becomes unavailable, Company may in its sole discretion and without liability to Buyer, substitute an available comparable model or product therefor. If Buyer's order will be materially impacted, Company may provide notice of the substitution to Buyer. Within ten (10) days after being notified of such substitution, if provided, Buyer may cancel the order for the discontinued or unavailable product.

Unless otherwise specified on the Quotation or agreed by Company in writing, all sales are made F.O.B. point of shipment and any labor, equipment, and other resources required to unload shall be provided by Buyer without cost to Company. Buyer shall accept title, risk of loss and the obligation to pay for any product at the time Company completes shipment of the product. The obligation to pay for any service becomes due at the time the applicable service is performed.

Account terms, payment terms, and Company's provision of Product are subject to credit evaluations by Company. At any time, Company may, in its sole and unfettered discretion, refuse to extend credit, revoke payment terms, and/or require advance payment. Notwithstanding the foregoing, Company will invoice using Company's standard invoice form and, unless otherwise specified in the Quotation, payment shall be 100% net thirty (30) days from invoice date; discounts, setoffs by Buyer, recoupments, retainage and other withholdings shall not apply. Company's entitlement to receive or collect payment shall not be contingent on Buyer's funding or any other condition precedent, except providing the product or service for which payment is sought. For billing and payment purposes, each delivery and service shall be considered a separate and independent transaction and payment shall be made accordingly.

**2. SCOPE AND BUYER'S RESPONSIBILITIES.** Buyer is solely responsible for (a) selecting products appropriate for its intended application and/or purpose, b) verifying the products' specifications and associated conformance with any applicable laws, regulations, or other requirements, c) determining appropriate quantities of products, (d) complying with all applicable product materials, use requirements, and any applicable regulations, laws, and other requirements, which may change or vary by location or application, and e) determining the scope, specifications, and compatibility of any products or services not provided by Company that are acquired or otherwise utilized in or for the installation, maintenance, use, or repair of any Company product. Due to Company's continuous product improvement, specific products, their characteristics, and pricing are subject to change without notice. Various requirements and certification criteria such as those for Energy Star® and UL®, are subject to change at any time by various authorities and organizations such as the Environmental

Protection Agency (EPA), Department of Energy (DOE) and Underwriters Laboratory (UL). Company does not make any representations or guarantees on any specification, certification, regulation, law, and other requirement that may affect Company's ability to provide any Product. Buyer acknowledges and agrees that it is solely responsible for the condition of any product and all maintenance after transfer of the Product is complete.

**3. NONPAYMENT.** If any account becomes delinquent or Buyer indicates the intent to default on any payment obligation to Company, for any reason, Company may, in its sole and unfettered discretion, refuse and discontinue or suspend, without penalty to Company and regardless of any other contractual agreements to the contrary, all of the Buyer's Orders, shipments/deliveries, and/or Product of any type on Buyer's account and any affiliated account(s). Company may deduct, withhold or setoff any amounts that Buyer owes to Company ("Indebtedness"), whether or not such Indebtedness is in dispute or arises out of another transaction between Company and Buyer. Buyer hereby grants to Company a purchase money security interest in all Product delivered hereunder, or the proceeds derived from the sale thereof, to secure the performance or payment of the obligations of the Buyer hereunder. Buyer shall keep and maintain the product in good order and be responsible to Company for any loss or damage, regardless of its cause, and shall pay taxes and assessments levied against the same. In the event Buyer defaults in payment, Company may, in its sole and unfettered discretion, retake the products and/or take advantage of any other remedies available under the Uniform Commercial Code or other applicable law. In such event, Buyer agrees that all sums previously paid hereunder shall be retained by Company as reasonable compensation for the use of said personal property and Buyer further agrees to reimburse Company for all losses, damages, and expenses, including reasonable attorneys' fees, arising as a result of Company's enforcement of Buyer's payment or other obligations. In order to perfect Company's security interest in any Product, Company may file a financing statement with appropriate authorities, which the Buyer shall sign upon request. In addition, Company is hereby irrevocably appointed an agent of Buyer to sign financing statements on Buyer's behalf for the purpose of filing such financing statements with appropriate state and/or local authorities in order to perfect Company's security interest in any Product.

**4. DELIVERY SCHEDULE.** Subject to Product availability, lead times, and notice requirements, Company will make commercially reasonable efforts to fulfill orders and provide service agreed to in writing by the parties but Buyer's preferred delivery and service dates are subject to availability and cannot be guaranteed. Changes to the schedule impact the forgoing as product and service dates may not be held. Company shall not be liable for delays in delivery due to or associated with accidents, disruptions, pandemics, governmental actions, fires, explosions, breakdowns of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, failure or delay in its usual source of supply, limited Product availability, or any factor beyond Company's reasonable control. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay, and in no event shall Company be responsible for any cost incurred by Buyer to obtain Product so delayed. Company reserves the right to allocate, in its business judgment, Product for its own use among customers, including customers not under contract at the time of such allocation.

**5. ACCESSIBILITY.** The delivery location must be accessible to a semi-truck (53' trailer with sleeper cab) and, except in the case of tailgate deliveries, a box truck, including a dedicated and secure area to unload the truck(s). Buyer must provide safe, reasonable, and unobstructed access to the delivery and service location, without any hindrances, to allow timely delivery. An elevator/equipment, including any resources required for OSHA compliance, must be provided at no charge. Company and its agents may, in its sole discretion, move products up/down stairs or ramps once it is unloaded from delivery vehicle at an additional cost per product unit for each level moved. Buyer, however, expressly assumes all liability for any claim or damage that may occur as a result and waives all related claims against Company and its agents. Company may impose additional charges per product unit for all deliveries requiring on-site or project-specific accommodations to execute a safe and timely delivery and/or make deliveries above the level where the product is unloaded. Company will deliver and provide services during Company's normal working hours only and any off-hour work will be subject to additional charges.

**Tailgate Deliveries.** The delivery location must be accessible to a semi-truck (53' trailer with sleeper cab). If delivery by box truck is required, the delivery charge is higher and additional charges will apply. Buyer is solely responsible for removing all products from the truck, providing all labor and equipment, and performing all related services. Buyer will be given up to two (2) hours to unload a full truck or one (1) hour to unload anything less than a full truckload. Buyer assumes all risk and liability related to its responsibilities and waives such claims against Company and its agents.

**6. DELIVERY & SERVICES.** Delivery and services may be provided by common carriers and/or third-party agents of Company; Availability and pricing vary by location. Buyer shall provide a site connected to the applicable utilities such as water, gas, and electrical power, comply with Company's "[Site Readiness](#)" document, which is incorporated herein, and notify Company when the site will be ready, accounting for lead time and notice requirements, so that all services, such as uncrating or installation (including field testing), must be able to be completed at the time of delivery. A cancellation fee and/or service charge will apply if Company is not given at least ten (10) days advance written notice of modifications to a delivery/service date. If any service, or part thereof, cannot be completed on the delivery date, the service shall be considered complete and Company shall be entitled to receive and collect payment for the applicable service, without any further obligation to Buyer for said service. If Company or its agents are required to make on-site or project-specific accommodations or provide additional Product not anticipated in the original scope of work, as presented in the

Quotation, Buyer agrees to take all necessary steps, including but not limited to executing change orders and obtaining Buyer-required approvals, to release payment to pay Company for each accommodation and service provided at Company's current market rates. In the event governmental regulations, actions or disputes of labor unions, site/project conditions, or other conditions interfere with any delivery or services, or part thereof, beyond the point of tailgate delivery at the designated location, such tailgate delivery shall, without any cost or further obligation from Company, constitute the completion of delivery and services. Buyer acknowledges (a) Company is not obligated to furnish any material or equipment to complete such service, installation, hook-up or connection except to the extent such materials are included with the product or expressly provided in and ordered under the provisions of the Quotation and (b) contracted services do not include work that requires a certification, licensure, or specialized knowledge related to carpentry, electric, plumbing, or HVAC. Company may, in its sole discretion, refuse to handle, pick-up, accept, service, and/or dispose of any product or item infested with pests, mold, or is in a condition that may be unsafe or hazardous.

**IF THE COMPANY'S SITE READINESS DOCUMENT IS NOT FOLLOWED AND/OR UTILITIES ARE UNAVAILABLE FOR FIELD TESTING AT THE TIME OF INSTALLATION, BUYER AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS COMPANY AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, LOSS, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY CONDITION RELATED THERE TO.**

**7. INSPECTION.** Except as otherwise provided in Company's applicable consumer product warranty, it shall be Buyer's responsibility to promptly examine and inspect Product, note any damage on the delivery receipt/bill of lading, and to notify Company in writing within three (3) days of delivery of any complaint relating to such Product, including shortage, damage, or other nonconformances. Buyer shall cooperate, supply documentation of any claim, including photos, complete any required claim form, and provide Company the opportunity to inspect claimed damage. Failure to notify Company or otherwise comply with the requirements of this section shall constitute a waiver of the condition objectionable to the Buyer and all damages stemming therefrom; Company's return policy and/or applicable consumer product warranty shall govern.

**8. WARRANTY.** The applicable consumer product warranty constitutes the sole and exclusive warranty with respect to any Product purchased by Buyer from Company. No other warranties, guarantees, or contractual obligations respecting warranties, service/repairs, or guarantees apply. **EXCEPT TO THE EXTENT EXPRESSLY STATED OTHERWISE IN THE APPLICABLE CONSUMER PRODUCT WARRANTY, NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANY PRODUCT OR SERVICE SOLD OR OTHERWISE PROVIDED BY COMPANY TO BUYER, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.**

**9. LIMITATION OF LIABILITY.** **IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE SALE OR USE OF ANY PRODUCT OR SERVICE ORDERED THROUGH OR PROVIDED BY COMPANY, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY ON ANY CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING COMPANY'S SOLE NEGLIGENCE), STRICT LIABILITY, OR OTHER GROUNDS, EXCEED THE PRICE BUYER PAID TO COMPANY FOR THE PRODUCT, SERVICE, OR PART THEREOF GIVING RISE TO A CLAIM AGAINST COMPANY. COMPANY IS NOT AN INSURER, AND CUSTOMER AGREES TO OBTAIN INSURANCE AND TO LOOK TO SUCH INSURANCE AS SOLE RECOVERY FOR ANY LOSS OF ANY TYPE ASSOCIATED WITH ANY PRODUCT. BUYER FURTHER AGREES TO RELEASE ANY RIGHT OF SUBROGATION ASSOCIATED WITH ANY SUCH RECOVERY OR LOSS.**

**10. RETURNS.** Products must be accompanied by Company's Return Authorization Form, all parts and use/care manuals, and be returned within thirty (30) days from the original invoice date. Products may be returned at no charge non-conformances are specifically noted on the signed delivery receipt/bill of lading and reported to Company within three (3) days of delivery. All other returns are subject to payment of a restocking fee of 25% of invoice price, with a minimum charge of \$55/ appliance and \$15/accessory, plus the cost of freight. See Company's Return Policy for additional details.

**11. REPRESENTATIONS.** Buyer represents to Company that the Product supplied hereunder shall not be sold or otherwise distributed to any customer located outside the contiguous forty-eight (48) United States, unless otherwise authorized in writing by Company. If Buyer is purchasing the Product pursuant to the terms of a Company Quotation, Company has provided the Quotation pricing in reliance upon Buyer's representation that said Product will be resold to the contract customer(s) and/or installed in the building project(s) shown on Quotation. Buyer agrees that if, contrary to this representation, the Product is not resold to the contract customers and/or installed in the building project(s) shown on the Quotation, Buyer will inform Company of that fact and Company may, at its option, terminate the Quotation with no further liability on Company's part. Further, if Buyer resells said Product, or retains said Product for any other purpose, Buyer agrees to maintain complete records of such Product, including model number, date of sale and name and address of the customer, and to produce to Company such records at a time scheduled with Buyer during normal business hours. If Buyer

fails to maintain such records or to produce records to Company as provided herein, Company may, at its option, terminate the Quote with no liability on Company's part.

**OTHER THAN ANY WARRANTY EXPRESSLY PROVIDED TO BUYER IN WRITING PURSUANT TO PARAGRAPH 8, COMPANY MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY PRODUCT OR SERVICE OF ANY TYPE PROVIDED TO BUYER BY COMPANY OR ITS AGENTS. ALL SERVICES PROVIDED HEREUNDER ARE PERFORMED AND PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.**

**12. GENERAL.** Buyer agrees to give Company prompt and full cooperation in response to Company's request for action on matters reasonably identified as relating to consumer product safety issues. Buyer's assignment of any Quotation, agreement, or any rights to purchase Product from Company, shall be void without Company's express written consent. Company may assign the Quotation to a purchaser of a material portion of the assets of Company's Appliances business.

If Buyer is procuring Products on behalf of the U.S. Government, Buyer agrees that all Products provided by Company meet the definition of commercial or commercially available off-the-shelf (COTS) as defined in FAR 2.101. Buyer agrees the subparagraph terms of FAR 52.212-5(e) or 52.244-6 (whichever is applicable) apply only to the extent applicable to commercial or COTS items and only as appropriate for the dollar value of this order. Buyer also agrees any services offered by Company are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer has sole responsibility for ensuring all Product purchased from Company is in compliance with any and all governmental regulations or requirements. The products offered may or may not comply with U.S., state or local domestic preference regulations, including but not limited to the Buy American Act, Berry Amendment, Preference for Domestic Specialty Metals, and the Trade Agreements Act.

Buyer's collective bargaining agreements, disadvantaged business goals, the Davis-Bacon Act, LEED, prevailing wage, certified payroll, and other programs, initiatives, and certifications shall not apply. Company will not be required to provide a list of their suppliers, subcontractors, or products/material sourcing information. Company and its agents will comply with health, safety, substance abuse, employee background screening, and other programs/requirement to the extent required by law or pursuant to Company's and its agent's policies.

**13. DISPUTES.** Any dispute or matter arising in connection with or relating to any Order, other than an action for collection of payments due Company hereunder, shall be resolved by binding and final arbitration under the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes in effect on the date of the Quotation. The laws of the State of Delaware will govern the performance and interpretation of the agreement between the parties. **BUYER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN BUYER AND/OR INSURER AND COMPANY, AND BUYER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any dispute shall lie in Louisville, KY. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in the agreement. With respect to an action initiated By Company related to payment due Company under the agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in any state where the Buyer is located or the Order is fulfilled, and if Company prevails on any or all of its claim for fees, Company shall also be entitled to recover all costs it incurs in connection with the claim or action including attorneys' fees. **ANY ACTION BY BUYER AND/OR ITS INSURER AGAINST COMPANY OR ANY AGENT MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.**

**14. ENTIRE AGREEMENT.** The terms and conditions set forth herein constitute the entire and only agreement between the parties with regard to any Order and/or the purchase of Product from Company. Any representation, promise or condition, that is not fully set forth herein or expressly incorporated into Company's Quotation by a specific reference shall not be binding on either party, including, but not limited to, Company advertising materials, specifications, documents, or other materials or information. No alteration or modification of these terms and conditions shall be valid or binding upon Company unless such intent was expressly made in writing and signed on behalf of Company by one of its authorized representatives. **NO AGREEMENT BETWEEN COMPANY AND BUYER SHALL MODIFY OR ALTER THE TERMS AND CONDITIONS IN ANY WAY, OTHER THAN A SUBSEQUENTLY EXECUTED PURCHASE ORDER, SUBCONTRACT, OR OTHER AGREEMENT WITH BUYER, AS MODIFIED BY A COMPANY AUTHORED AMENDMENT (SUCH AS COMPANY'S RIDER) AND ACCEPTED BY COMPANY IN WRITING, THAT EXPLICITLY REVISES ANY OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

**15. NO WAIVER.** Either party's failure to insist upon strict compliance with any provision herein, even if such failure is repeated or habitual, shall not be deemed a waiver of such provision.