

STANDARD DIRECT TERMS AND CONDITIONS

Effective: October 1, 2014

Updated May 1, 2018

The undersigned ("Buyer") agrees that the relationship between Buyer and Whirlpool Corporation ("Whirlpool") and any of its subsidiaries or affiliates (collectively referred to as

"Seller"), including any orders made from Seller's Quotes, and all other sales of all major appliance products of Whirlpool, including ventilation hoods and excluding accessories and parts, by the Seller to the Buyer are subject to the terms and conditions contained herein ("Standard Direct Terms and Conditions" or "Agreement"). All Quotes from Seller to Buyer are subject to these Standard Direct Terms and Conditions.

1. Quotes & Order Placement. Seller may from time to time provide quotes that contain pricing, certain terms, project information, and other information ("Quote(s)"). Seller may decide in its sole discretion whether or not to provide Quotes to Buyer, including without limitation the decision not to provide any Quotes to Buyer or to limit Quotes to certain products or sites. Seller may change prices contained in Quotes at anytime thirty (30) calendar days after the issue date of the Quote. All individual orders are subject to acceptance in Seller's sole and absolute discretion. Whirlpool may require builder to place all orders via Whirlpool's Web World electronic ordering system or through a Whirlpool defined order format. All other forms or third party interfaces of order placement must be approved by Whirlpool.

2. Acceptance, Agreement. All orders made by Buyer shall be governed by these Standard Direct Terms and Conditions, regardless of whether the order is subject to any attached quote. Placement of orders for products or Buyer's signature of these Standard Direct Terms and Conditions, whichever occurs first, shall constitute acceptance of these Standard Direct Terms and Conditions by Buyer. The terms and conditions contained herein shall supersede any terms and conditions which may be contained in Buyer's purchase order, proposal, request for quotation, confirmation, acknowledgment or other form or instrument that may be delivered or signed by either party in connection with any of the transactions contemplated hereunder. Such form or instrument shall be for the convenience of the parties only and shall not affect, modify, limit or negate these Standard Direct Terms and Conditions, except as provided for herein.

3. Taxes. Unless indicated otherwise on the face of the quote, quote prices shall be exclusive of all local, state, and federal sales or excise taxes. Buyer shall pay any local, state or federal sales, use, excise, value added and similar taxes, whether separately invoiced or added to the invoice for products sold hereunder.

4. Delivery, Appointments. Products shall be delivered F.O.B. Seller's warehouse unless otherwise specified on the face of the quote. For all deliveries, regardless of carrier or origin, buyer agrees to sign off legibly at time of delivery, indicating products and scope of services are complete. Weekly delivery day frequency for deliveries made out of the LDCs (Local Distribution Centers) will be based upon annual ship volume, country delivery days and other applicable Trade programs. Scheduled LDC deliveries will be made

using appointment time windows. "Tailgate" shall mean that Buyer shall take possession of the crated product at the end of the truck at Buyer's project site. "Spread" shall mean that Seller shall place the crated product at the living unit at Buyer's project site. "Uncrate and place" shall mean that Seller shall place and uncrate the product at the living unit at the project site. "Install" shall mean that Seller shall install the product. If delivery to a living unit at Buyer's project site is required, seller shall have the sole right to direct the manner in which placement will be completed. For all deliveries the Buyer must provide an appointment within fourteen (14) calendar days of initial call from Seller's designated delivery agent to schedule the delivery. If the Buyer cannot provide an appointment within fourteen (14) calendar day timeframe, Seller retains the right in its sole and absolute discretion to cancel the order and release the inventory.

5. Job Site Readiness. Job site readiness will be confirmed before delivery. If job site is not ready for a confirmed delivery, additional \$150 redelivery fee may be charged. If placement is above ground level, Buyer will provide elevator service, or will reimburse Seller for any additional costs incurred. Buyer will pay all expenses of connecting, disconnecting, and any physical alterations required for placement of product.

6. Buyer Representation. The Buyer represents that the products it orders from Seller shall be used only at the site to which it is delivered, and will be resold only as a part of the building project or a unit thereof. Buyer agrees that if, contrary to the foregoing representations, Buyer resells any of such goods as a separate item, Buyer will advise Seller of that fact and, whether or not Buyer does not advise Seller of that fact, Buyer will pay to Seller, upon demand, the difference between the price for such merchandise contained in the quote and Seller's applicable prices to retailers in that market in effect at the time of the delivery of such merchandise to Buyer.

7. Delays, Allocations. Seller will not be liable for any delay in the performance of orders, or in the delivery of products, delay or interference with placement of products, or for damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, union regulations, shortage of labor, fuel, power, materials or supplies, transportation delays, damage to products in transit, Buyer's conduct or any other cause or causes beyond Seller's reasonable control. In the event of any delay or failure by Seller to deliver all or any part of the products in accordance with the terms hereof, as a result of any of the aforesaid causes, the date of delivery for such products will be extended for a period equal to the time lost by reason of the delay, as determined by Seller. However, if in the opinion of Seller, the delay will exceed ninety (90) calendar days, Seller may, at its option, terminate its obligations to deliver such products. In the event that manufacturing or selling capacity of Seller is curtailed by reason of any such cause, Seller reserves the right to allocate, in its business judgment, such products as may be available among its customers, including customers not then under contract.

8. Substitute Products. In the event any orders accepted hereunder for products that are discontinued or are otherwise unavailable to Seller at the time of delivery, Seller may

notify Buyer and may, in its sole discretion and without liability to Buyer, either: (i) substitute available comparable products and adjust the net unit price accordingly, or (ii) terminate the quote as to the unavailable products. Buyer may, within fourteen (14) calendar days after receiving notice of Seller's intent to substitute product, terminate its order as to such products by giving written notice of termination to Seller.

9. Damaged Goods. Refer to the attached Product Return and Allowance Policy.

10. Indemnity. Whirlpool agrees to indemnify, defend and hold Buyer and its directors, officers, employees, agents and assignees harmless from and against any and all claims or losses, including reasonable settlement payments and attorney fees, arising out of any defects in the design or manufacture of the products purchased by Buyer from Whirlpool; provided however, that Buyer must promptly notify Whirlpool of claims and Whirlpool shall have the right to control the defense, and Buyer shall cooperate as reasonably requested. Buyer agrees to indemnify and hold Seller and its directors, officers, employees, agents and assignees harmless from and against any and all claims or losses, including reasonable settlement payments and attorney fees, arising out of any misrepresentations or negligent acts or omissions of Buyer or its employees, agents or representatives in connection with the installation, demonstration, display, sale or servicing of any of products ordered by Buyer from Seller.

11. No Agency. The relationship between Seller and Buyer shall be that of vendor and vendee. Buyer and its agents and employees are not partners, joint ventures, franchises, agents, employees or representatives of Seller. Buyer may not enter any promise, warranty, contract or other commitment for Seller or obligate Seller to third parties.

12. Assignment. Buyer may not assign any of its rights under the Agreement without the written consent of Seller. Seller may refuse consent with or without cause.

13. Severability. It is agreed that if any provision of the Agreement be held unenforceable or otherwise void by any tribunal of competent jurisdiction, such provision will be deemed deleted, and the remainder of the document(s) will continue to be binding upon the parties as if such provision had never been a part hereof.

14. Credit Terms and Terms of Payment. Seller may establish an aggregate maximum amount ("Maximum Credit Amount") for the amount of credit to be extended to Buyer at any point in time and may, in its sole discretion, reduce or otherwise modify such amount, without notice to Buyer. All Quotes shall constitute a single extension of credit to Buyer by Seller. The establishment of any aggregate maximum shall not in any way affect the discretion of Seller to stop giving Quotes or to fix the terms of payment in any quote. Buyer acknowledges that the exercise of Seller's discretion may result in the failure of Seller to issue a quote, accept an order, or extend credit that Buyer may believe is necessary to accomplish its business goals; however, Buyer understands and agrees that it is necessary for Seller to have complete and total discretion over the extension of credit to Buyer. Unless otherwise set forth on the face of a quote, payment shall be due for each delivery of goods to Buyer on the tenth day of each month following the date of delivery. If

payment is not received by the due date, a late charge shall begin accruing on the due date at a rate equal to 2% per month, or if less, the maximum rate permitted by law.

15. Security Interest. Buyer hereby grants to Seller a security interest in all of the Collateral as security for the Obligations arising under this Agreement and under any other existing or future agreement between Buyer and Seller. "Collateral" means the following property and interests in property of Buyer, whether now owned or hereafter arising or acquired, and wheresoever located: (i) all inventory and equipment made, sold or distributed by Seller; (ii) all of Buyer's rights to any payments due to Buyer from Seller; (iii) all accessions and replacements to or of any of the foregoing; and (iv) all proceeds and products of any of the foregoing, including but not limited to insurance proceeds payable by reason of loss or damage to any of the foregoing. "Obligations" means all present and future liabilities, obligations of payment and performance, and indebtedness of Buyer to Seller, of whatever kind, now due or to become due, absolute or contingent, and whether joint, several, or joint and several. Buyer understands and agrees that Seller may, in its sole discretion, file this Agreement as a financing statement under the Uniform Commercial Code.

16. Default. The occurrence of one or more of the following events shall constitute a default by Buyer under this Agreement (a "Default"). a)Obligations. Buyer shall fail to perform when due any Obligation under this Agreement or the obligation under any other agreement with Seller or its affiliates; b)Representations, Warranties, Covenants. Any material representation made to Seller, or its affiliates, by Buyer or by any guarantor, surety, issuer of a letter of credit, or any person other than Buyer primarily or secondarily liable with respect to any Obligation (each a "Guarantor") shall not be true when made, or Buyer or any Guarantor shall breach any warranty, covenant, or agreement under this Agreement or any other agreement with Seller or its affiliates; c)Insolvency, Assignment for Benefit of Creditors, etc., Buyer or any Guarantor shall i)die, become insolvent or unable to pay its debts as they become due, or ii)if a business, cease to do business as a going concern, or iii)terminate or attempt to terminate any guaranty or other obligations to Seller or iv)make an assignment for the benefit of creditors, apply to or petition any tribunal for the appointment of a custodian, receiver or trustee for itself or any substantial part of its assets, or commence any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if there shall have been filed any such application or petition, or any such proceeding shall have been commenced against Buyer or any Guarantor; d)Fraudulent Transfer or Concealment. Buyer or any Guarantor shall conceal, remove, transfer, or permit to be concealed, removed, or transferred any part of its assets so as to hinder, delay, or defraud any of its creditors or so as to constitute a fraudulent act under any bankruptcy, insolvency, fraudulent conveyance or similar law; and, e)Material Change. Any material adverse change in Buyer's or any Guarantor's business, operations, or condition (financial or otherwise).

17. Remedies Upon Default. Upon the occurrence of a Default, Seller shall have the following rights and remedies, which shall be in addition to any and all rights and remedies under the UCC and other applicable law, all of which rights and remedies shall be cumulative and not exclusive to the extent permitted by law. a) Maximum Credit Amount. Without prior notice to Buyer, Seller may immediately suspend any previously established Maximum Credit Amount. b) Acceleration, Disposition of Collateral, etc. Seller shall have the option to terminate this Agreement or quote immediately and/or to declare any and all Obligations immediately due and payable without notice or demand. Buyer waives notice of intent to accelerate, and of acceleration of, Obligations. Seller shall specifically have the right to take immediate and exclusive possession of the Collateral or any part thereof wherever it may be found and also may enter any of the premises of Buyer, with or without process of law, without force, and search for the same, and, if found, to take possession of, and remove such Collateral, or any part thereof. Seller may take possession of the Collateral or any part thereof on Buyer's premises and cause it to remain there at Buyer's expense, pending sale or other disposition. Buyer waives any right to judicial proceedings prior to Seller's exercise of such right of repossession. Buyer shall at Seller's request assemble the Collateral and make it available to Seller, at Buyer's expense, at a place designated by Seller. Seller may sell, transfer, and dispose of the Collateral or any part thereof at public auction or private sale, as Seller may elect at its option. Seller reserves the right to bid and become the purchaser at any such sale. Any notice of disposition shall be deemed reasonably and properly given if given to Buyer at least 14 calendar days prior thereto. c) Collection of Accounts. Seller shall have the right in its own name or in the name of Buyer to notify all obligors of Buyer and to demand, collect, receive, sue, compromise, and give acquittance for, any and all amounts due on proceeds of Collateral, and to endorse the name of Buyer on any instrument or other document or paper given as full or partial payment thereon. d) Application of Proceeds. Any payments or proceeds of Collateral may be applied by Seller to the payment of the reasonable expenses of retaking, holding, preparing for sale, and selling the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Seller toward the satisfaction of Obligations under this Agreement or any other agreement with Seller in such order of application as Seller may in its sole discretion determine. Any surplus may be paid first to the holder of any subordinate security interest if Seller has received timely and satisfactory written notice of such subordinate security interest, and then to Buyer. Buyer agrees to pay any deficiency immediately upon demand.

18. Attorneys' Fees, Expenses. In the event an action is commenced by either party against the other to enforce any of the provisions hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, court costs, and necessary disbursements incurred in connection with such action.

19. Warranties. Seller's product warranty obligations are expressly limited to those set forth in the printed product warranties.

THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT

BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, whether or not caused by negligence and however caused and whether or not the parties had been notified of the likelihood of such damages.

20. Compliance with Laws; Applicable Law. Buyer shall comply with all applicable laws and regulations, including without limitation, U.S. anti-money laundering laws. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Michigan, without regard to its conflict of laws principles. The parties expressly waive any applicability of the United Nations Convention on Contracts for the International Sale of Goods to any aspect of this Agreement.

21. Venue and Enforcement. All disputes arising from or relating to the buyer/seller relationship between Seller and Buyer, including any disputes arising under or relating to this Agreement, shall be adjudicated exclusively in the U.S. District Court for the Western District of Michigan or, if there is no federal jurisdiction, in a state court sitting in Berrien County, Michigan. Buyer shall pay all reasonable costs and expenses incurred by Seller in connection with the enforcement of this Agreement, including all reasonable attorneys' fees, court costs and expenses.

Buyer/Debtor:

By:

Signature

Its:

General Product Return Standard Policy Effective: 5/1/2018

Whirlpool customers may be eligible to return Whirlpool products under the following

conditions:

Alternatives to Physical Returns - Wherever possible Whirlpool will attempt to avoid bringing physical returns back to their facilities by exercising the below alternatives:

Terms listed within *Conditions Applicable to Returns and Markdowns* must be met.

1. Whirlpool has the right and/or Trade Customer has the right to request a markdown in lieu of physical return however, Whirlpool alone shall determine whether damaged product is eligible.
2. Whirlpool has the right to issue scrap credit in lieu of physical return.

Damaged Product (markdown or return):

Terms listed within *Conditions Applicable to Returns and Markdowns* must be met.

1. Damaged Product
 - a. Retail deliveries: For product damage identified at point of delivery, Trade Customer should refuse damaged product and note on the bill of lading (freight bill) any product not accepted. Not all carriers allow the product to remain on their trucks as they are pre-scheduled for additional loads. In this case, Whirlpool will take the product back, but instead of refusing damaged product and leaving it on the truck, please accept the product, note on the bill of lading (freight bill) the acceptance of the product, then call Whirlpool. You'll request a return authorization and Whirlpool will dispatch a carrier to pick up the product and take it back.
 - b. Will Call pick-ups: Trade Customer must refuse damaged unit(s) at point of pick up. All Will Call freight is FOB at the Whirlpool facility's dock.
2. Whirlpool is not responsible for product damaged after customer takes possession or ownership of the product.
3. Concealed Damage Product must be claimed as per the following:
 - a. Retail deliveries within sixty (60) calendar days of the shipment date.
 - b. Will Call pick-ups, within fourteen (14) calendar days after pick-up date.

Defective Product (no return or markdown):

Terms listed within *Conditions Applicable to Returns and Markdowns* must be met.

1. Defective products cannot be classified as damaged and are not applicable for return. If the product does not operate as intended, repair and return eligibility is governed by the terms and conditions of applicable Whirlpool manufacturer warranties.

Used Product (return only, no markdowns):

Terms listed within *Conditions Applicable to Returns and Markdowns* must be met.

1. Retail deliveries return of used product is not allowed.

All Good Stock Product (return only, no markdowns):

Terms listed within *Conditions Applicable to Returns and Markdowns* must be met.

1. All channels: product undamaged and protected by its original packaging under the allowed conditions must be claimed within sixty (60) calendar days after shipment date.
2. Whirlpool will charge a \$100 restocking fee per major unit or per one pallet for non Whirlpool errors.
3. Good Stock returns must be in original packaging and have never been unboxed. Anything returned outside of original packaging or product that has been unboxed will be subject to a \$200 restocking fee per major unit.

Product Unauthorized for Return:

Whirlpool will charge a \$200 per major unit or per one pallet restocking fee for any unauthorized returns in accordance with the following:

1. Product deemed to be in unsellable condition
 - a. After physical return of the unit and upon inspection by Whirlpool or its delivery agent, if the unit is deemed to be damaged beyond repair, Whirlpool reserves the right to deny credit for that unit. In this event, the customer has the right to pick up that unit at the Whirlpool or its delivery agent facility within five (5) business days from date of notification.
2. Used product
 - a. Retail returned product found to have been used is not eligible for return and no credit will be given. The customer has the right to pick up that unit at the Whirlpool or its delivery agent facility within five (5) business days from date of notification.

Conditions Applicable to Returns and Markdowns:

Unit Conditions:

- Whirlpool will only accept returns on products damaged by Whirlpool or its delivery agent.
- Product is to be in original packaging or similar stretch wrapped and corner posted to prevent further damage.
- RA number (if applicable), model and serial number (or original carton tag) must be affixed to outside packaging.
- Unit must contain all original literature and parts.
- Serial tag must be intact and in its original location.
- Unit is not to have permanent markings or adhesive labels applied to

units.

- Unit is to be in its original state and have not been disassembled.
- Unit must not be damaged beyond repair.
- Unit is not to have sustained forklift damage.

Other Conditions:

- All returns or markdowns require advance authorization from Whirlpool.
- For each returned unit, the trade customer must attach the RA paperwork containing RA number, model number and serial number to the outside of the protective packaging
- For returns with an RA for multiple units, the trade customer must highlight the model and serial number belonging to the unit the paperwork is attached to.
- All product must be returned with protective packaging. This includes a minimum of corner posts secured with stretch wrap.
- Any product for which dealer receives a full (100%) credit may not be resold and dealer must dispose in compliance with all applicable law and Whirlpool policies.
- A trade customer may only return products that it purchases from Whirlpool.
- Whirlpool may require a customer purchase order as acceptance of applicable restocking fees.
- Whirlpool may offset any return payments against any amounts owed by the customer.
- This policy applies to major & minor appliances as well as accessories. This policy is subject to change by Whirlpool at any time without notice.

SUMMARY TABLE

Return Policy Area	General Product Return
Markdowns & Scrap Credits	Allowed - preferred method

Damaged Product Returns including concealed damage	Non-will call: Within 60 days of shipment Will call: Within 14 days of pick up
Defective Product Returns	No returns allowed
Used Product Returns	No returns allowed
Good Product Returns (in original packaging)	Within 60 days of delivery with \$100 restocking fee
Good Product Returns out of original packaging	Within 60 days of delivery with \$200 restocking fee
Product Unauthorized for Return	\$200 restocking fee, pick up product within 5 days. Any credits issued will be reversed.