



### General Freight Terms

Order Qty (Units)	Transportation Service	Freight Charge
1-14 Majors	Final Mile/Common Carrier	\$100 Freight Charge
15+ Majors	Final Mile/Common Carrier	Prepaid by Whirlpool
Any Quantity – Majors/Non-Majors	Will Call	No Freight Charge
Any Quantity – Majors/Non-Majors Less than 70lbs. each	Fed-Ex	Actual Charge, \$5 Minimum

#### Policies:

- These terms apply to all major appliance products of Whirlpool Corporation, as outlined in the attached product listing.
- These terms do not apply to non-major products; including (but not limited to) icemaker kits, disposers, accessories, home care products, hot water dispensers, minor hoods, air purifiers, parts, and KitchenAid small appliances.
- Orders for Major products totaling 15 or more units will be shipped freight prepaid on the Trade Customer's next scheduled delivery day based on product availability. Orders for Major products totaling less than 15 units will have freight charges added per the schedule above and shipped on the Trade Customer's next scheduled delivery day.
- Weekly delivery day frequency for deliveries made out of the LDC's (Local Distribution Centers) will be based upon annual ship volume, county delivery days and other applicable Trade programs. Scheduled LDC deliveries will be made using appointment time windows.
- Whirlpool **requires** customers 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.
- Freight terms are applied at time of order.
- All open orders and backorders must be capable of filling partially when available and may be combined with new orders for delivery purposes. Unless notified otherwise by Whirlpool Corporation, backorders keep original: unit pricing, freight terms, and payment terms as determined at initial order placement.
- Will Call orders must be picked up within 7 calendar days of arrival at the Will Call location, or the order will be cancelled and items will be returned to inventory. For all other deliveries, product must ship within 14 calendar days from order fulfillment, or the order will be cancelled and items will be returned into inventory.
- Whirlpool Corporation reserves the right to select alternative carriers for all shipments. If a common carrier delivers, lift gates will not be provided and Trade Customer assistance is required in unloading. For all deliveries, regardless of carrier or origin, customer agrees to sign-off legibly, indicating products and services received at time of delivery. Shortages or overages must be noted along with signature. Credit cannot be issued on shortage or overages reported after delivery with signature of acceptance of products and service as is.
- Actual delivery date may vary from scheduled delivery date. Accordingly, no fee or penalty shall apply for variance of delivery date.
- Freight charges will be billed by Whirlpool Corporation according to above items.
- Dealer may access Whirlpool price sheets, sales terms, shipping terms, Trademark Guides and product warranties at [www.whr.com](http://www.whr.com). Whirlpool Corporation may also provide notice of changes to these documents at [www.whr.com](http://www.whr.com).
- Prices, Shipping Terms & Conditions of Sale are subject to change without notice. All orders are subject to Whirlpool's standard sales agreement (copies available upon request), which incorporate these Prices, Shipping Terms & Conditions of Sale.

Placement of orders or signature of the sales agreement, whichever occurs first, shall constitute acceptance of the sales agreement and these Prices, Shipping Terms & Conditions of Sale. Any attempt by Trade Customer to add additional or different terms, whether deemed an acceptance or offer, or any attempt by Trade Customer to vary in any degree any of the terms of this and other agreements with Whirlpool are objected to and rejected and shall be deemed a material alteration of such agreement, unless such alterations are contained in a writing signed by an authorized Whirlpool representative.

- For all deliveries the Trade Customer must provide an appointment day within 14 calendar days of initial call from Whirlpool’s designated delivery agent to schedule the delivery window. If the Trade Customer cannot provide an appointment day within the 14 calendar day timeframe Whirlpool retains the right in its sole and absolute discretion to cancel the order and release the inventory.
- Insecurity and Adequate Assurance. If Whirlpool ever believes in good faith that it has grounds for insecurity as to Buyer’s performance under the Contract, then Buyer shall provide adequate assurance of due performance within 15 calendar days after Whirlpool demands the assurance, which shall be considered to be a reasonable time. Buyer’s failure to do so shall be considered to be repudiation by Buyer of all then-existing contracts (including the dealer’s sales agreement) that provide for Buyer to purchase products from Whirlpool (“Outstanding Contracts”). “Grounds for insecurity” include, without limitation, (1) Buyer’s failure to make a payment to Whirlpool or to perform another obligation under the Contract or an Outstanding Contract, (2) Buyer’s insolvency, (3) a deterioration in Buyer’s financial condition after the Contract was entered into and (4) Buyer’s failure to provide financial statements and other financial information to Whirlpool promptly upon Whirlpool’s request. “Adequate assurance of due performance” includes, without limitation, providing a letter of credit or comparable security for all obligations of Buyer that then exist or that will arise in the future under all Outstanding Contracts.
- Whirlpool may change, suspend or revoke credit terms at any time. All amounts outstanding must be paid when due under the terms of the invoice or separate written contract signed by Whirlpool. Any amount not received by the due date may bear interest at the maximum rate allowed by law and may be subject to fees and/or penalties established by Whirlpool (i.e. fee for checks returned for insufficient funds, workout fee, reasonable attorney fees and legal expenses). Whirlpool has the right to accelerate all balances outstanding on every invoice to Dealer if any amount is not received by the due date.

**Receivable Terms**

Qualifying Units*	Drafting		Non-Drafting		
	Cash Discount	Open Account	Cash Discount	Open Account	Floor Plan
1 to 14	7 days - .65%	Net 30	None	Net 15 Average 30 days	30 days free floor plan
	15 days - .35%				
	25 days - .20%				
15+	7 days - 1.00%	Net 30	7 days - .65%	Net 30 Average 45 days	½ - 30 ½ - 60
	15 days - .70%		15 days - .35%		
	25 days - .50%				

\*All days within the above table refer to calendar days.

- Pricing, freight terms and payment terms are based on the date and quantity of the order. Each order stands alone for the purpose of determining pricing, freight terms and payment terms. Accounts Receivable claims for proof of delivery deductions will not be honored after 120 calendar days from date of delivery.
- Delivery for all products is FOB Point of Shipment

## Standard Freight Terms Product Listing

Product categories listed below are defined as "Major Appliance Products" for purposes of Whirlpool's Terms & Conditions of Sale Policy, which includes Freight Terms.

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<u>Category</u>	<u>Product Description</u>
<b>Laundry</b>	Washer, Automatic Washer, Commercial Single Load Multi Load Washer Commercial Dryer, Electric Dryer, Gas Dryer, Comm, Electric Dryer, Comm, Gas Multi Load Dryer Commercial Single Load Commercial, Stacked Coin Single Load Commercial, Stacked OPL Thin Twin, Electric Thin Twin, Gas
<b>Cooking</b>	Warming Drawer Microwave, Built-In Range, Electric F/S Range, Gas F/S Cooktop, Electric Cooktop, Gas Oven, Electric, Built-In Oven, Gas, Built-In Combo Microwaves Microwave, Countertop Microwave, MHC Decorative Hoods
<b>Cleaning</b>	Dishwasher, Portable Dishwasher, Built-In Compactor
<b>Refrigeration</b>	Refer, T/B, Midline Refer, Side by Side Refer, Built-In Refer, Compact Wine Cooler Refer, T/B, Value line Freezer, Horizontal Freezer, Vertical
<b>Miscellaneous</b>	Built-In Coffee System Non-Traditional Gladiator Prod.

**WHIRLPOOL CORPORATION**  
**General Product Return and Allowance Policy**

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: Trade Customer must accept the damaged unit(s), note on the bill of lading (freight bill) the acceptance of the damaged product prior to signing the document, and then request a markdown or return authorization from Whirlpool within sixty (60) calendar days of the shipment date.
  - 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, 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 must 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**

<b>Return Policy Area</b>	<b>General Product Return</b>
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.

