

GE Appliances Terms of Purchase

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When you register on the site, B-Stock Solutions is collecting the information that you provide and will protect it in accordance with its privacy policy. Should you bid on and win Inventory on the site, you will become a GE Appliances customer and B-Stock will share the information required for GE Appliances to fulfill your order. GE Appliances will protect that information according to the terms of its privacy policy. Therefore, by registering to use this site, you are agreeing to the privacy policies of both B-Stock Solutions and GE Appliances.

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These terms require the use of arbitration to resolve disputes, rather than jury trials.

1. Agreement

1.1 By registering with B-Stock Solutions, LLC ("B-Stock") for access the Haier US Appliance Solutions, Inc., dba GE Appliances' ("Company" or "GE Appliances") marketplace hosted and configured by B-Stock (the "GE Appliances Marketplace" or "Site"), you agree to register with GE Appliances as an As-Is Dealer ("Dealer") to purchase, and subsequently resell, after all required safety checks and functional repairs as required herein, uncrated, damaged and/or used Company branded major appliances including GE® Series, Hotpoint®, Haier®, GE Profile™ Series, and GE Café™ Series (individually and/or collectively "As-Is Product") in accordance with the terms and conditions set forth in this As-Is Dealer Agreement ("Agreement"), as may be modified from time-to-time by Company. If we make material changes to these Terms of Purchase, we will notify you with an in-app message, by email, or by means of a notice on our Site. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Your continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. We will indicate the date on which these Terms of Purchase were last changed at the beginning of these Terms of Purchase. You agree to keep your email address and other contact information current at all times. This Agreement does not contemplate or provide for renewal options exercisable by either party. Provisions of this Agreement shall govern all transactions between the Company and the Dealer. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. You may not use the Site if you do not have such authority. **By checking the "I agree to the Terms of Purchase" box, you accept and agree to be bound by these Terms of Purchase each time you log into the Site. If you do not agree to these Terms of Purchase, you will not be authorized to bid on or purchase As-Is Product from GE Appliances on the Site.** You may preserve this Agreement in written form by printing it for your records, and you waive any other requirement that this Agreement be evidenced by a written document.

1.2 The term of this Agreement shall begin upon acceptance of these Terms of Purchase and shall end one year from such date. The provisions of this Agreement shall govern contracts and transactions between Company and Dealer throughout the term respecting As-Is Product and prevail in spite of any contrary provision of any document utilized by Dealer with Company.

1.3 This appointment is non-exclusive and non-assignable. Other than scrap As-Is Product, which may be resold for scrap value in accordance with the terms of this Agreement, Dealer's resale of As-Is Product is limited to end-use consumers, and all other resale of As-Is Products for use is expressly prohibited. All obligations assumed here under by Dealer shall be accomplished by the Dealer or its employees and shall not be assigned or subcontracted to any other entity. The parties do not, by virtue of this Agreement, intend to create any type of franchise relationship. Dealer, its agents and employees, shall in no circumstances be deemed agents, representatives or employees of Company and Dealer shall have no right to enter into contracts or commitments in the name of or on behalf of Company, or to bind Company in any respect whatsoever.

1.4 Company reserves the right to sell As-Is Product to such other person(s) as it may independently determine in its sole discretion, wherever located, at wholesale, retail or otherwise; Dealer reserves the right to deal in such other lines of product or brands as Dealer determines; Dealer's appointment is not transferable by operation of law, sale of Dealer's business or otherwise, without the written consent of Company; Dealer acknowledges that no fee or monetary consideration has been paid, directly or indirectly, by Dealer to Company for this Agreement or the rights or privileges related thereto; that no property right or interest is sold, assigned or transferred to Dealer under this Agreement; that Dealer may continue to enjoy such rights and privileges and related benefits only as long as Dealer continues to fulfill

its responsibilities under this Agreement as may be supplemented from time-to-time; and that such Agreement, rights and privileges are applicable and of value to Dealer only while this Agreement shall continue in effect in accordance with its provisions.

1.5 This appointment is limited to Dealer's operation only under the business name specified in this Agreement. Under this appointment Dealer is limited to resell As-Is Product at the Authorized Store Location(s) and Authorized Internet Site(s) listed in this Agreement or the attached Dealer Location/Internet Site Addendum. Company will only deliver its products to Dealer at such Authorized Store Location(s) or Dealer's warehouses serving such Authorized Store Location(s). Company will also make its products available for pickup by Dealer at Company warehouses that are assigned by Company to serve Dealer. Dealer agrees not to display, promote, demonstrate or sell Company products from any store location or Internet site that is not authorized by Company.

1.6 Dealer agrees not to export any As-Is Product outside the contiguous 48 United States, or to sell to any purchaser who, directly or indirectly, exports any As-Is Product outside the contiguous 48 United States, except export sales specifically authorized in writing by the General Manager, Retail Sales of Company.

1.7 Dealer agrees not to sell As-Is Product over any "television home shopping sales format," as defined herein, unless previously approved in writing by the Company's General Manager, Retail Sales. A "television home shopping sales format" is defined as the offering of As-Is Product for sales over the telephone through a broadcast medium whether a home shopping network, program or advertisement, in which the purchaser calls a number shown in such home shopping network, program or advertisement to purchase the As-Is product.

2. Procedures

2.1 Dealer agrees to process all As-Is Product according to the procedures set out in this Agreement and, without limiting the foregoing, must perform the required safety check on all As-Is Product received to assure no safety hazard exists.

2.2 Dealer expressly acknowledges that the condition of the As-Is Product will vary from like-new units that will require parts and repair prior to resale (i.e. wrong model/color ordered by original customer, carton damage, out of box showroom displays, short-term loaner products and/or previously-installed product). A product is not considered As-Is Product if it has been used for a long period of time or is unable to be cleaned due to food stains, mold, mildew, odors, etc.

2.3 Necessary functional repairs must be made in accordance with GE Appliances standards for new product by a GE Appliances Factory Service Technician, an authorized Customer Care Servicer or approved Independent Servicer of Company at Dealer's expense. ONLY GENUINE GE APPLIANCE PARTS may be used for parts replacement.

2.4 Dealer must comply with the GEA T-11 Safety Testing Process attached hereto as Exhibit A, a copy of which will also be provided to Dealer with the Restricted Category Agreement provided by B-Stock prior to authorizing Dealer to bid on any GE Appliances Marketplace auctions. A copy of the T-11 Safety Testing Protocol must be made available to individuals conducting testing.

2.5 Dealer must clip the upper right-hand corner of the serial tag (approximately ¼ inch of the serial tag) of each As-Is Product. If this portion of the serial tag is not removable, Dealer must use a black permanent marker to mark the upper right hand of the serial tag where it should be cut.

2.6 Dealer must mark all As-Is Products with an "As-Is" or "Appearance Damage" stamp or sticker on the back of the As-Is Product as well as in the Owner's Use and Care Manual.

2.7 Dealer shall not refuse any shipment from GEA for As-Is Products purchased by Dealer through the GE Appliances Marketplace.

2.8 Dealer shall maintain a complete record of Company's As-Is Product sold by the Dealer (including model and serial number, name and address of purchaser, and date of purchase and installation), and to furnish such data to the Company upon request, free of charge, in order to facilitate the locating of As-Is Product in the possession of users and further, at the Company's request, to allow the Company to audit such records (along with all of Dealer's other books and records relating, directly or indirectly, to Company's As-Is Product) during normal business hours.

2.9 Dealer expressly agrees that Dealer is providing inspection, processing and classification services for Company in consideration for a substantial discount, as determined in GE Appliances' sole discretion, on As-Is Product purchases. Failure to provide these services in strict accordance with the terms of this Agreement will result in termination of this Agreement.

2.10 GEA will deliver, or cause to be delivered, As-Is Product to Dealer in truckload quantities (up to a 53' truck) to Dealer. In most instances, trucks used by GEA will not be able to perform tailgate delivery.

2.11 If any listing on the GE Appliances Marketplace included a manifest of units and the manufacturer's suggested retail price ("MSRP") of the units that were to be included in the relevant shipment ("Total Product MSRP"), Dealer shall have five (5) business days from the date of receipt of goods from GEA to inspect the shipment for any discrepancies between the shipment and manifest and report such discrepancy in writing to GEA. GEA shall have no liability to Dealer if the shortage is less than or equal to eight percent (8%) of the Total Product MSRP of the relevant shipment. If a shortage has occurred such that the manifest value of the goods not delivered is more than 8% of the Total Product MSRP, GEA will reimburse Dealer for any agreed under-delivery as a percentage of the amount paid by Dealer for the relevant Products.

By way of example and for illustrative purposes only, if the Total Product MSRP of a listing on the GE Appliances Marketplace is \$1000 and Dealer has paid \$500 for the Products, but Dealer only received Products with an MSRP of \$800 (i.e. a shortfall of 20%), then GEA will reimburse Dealer based on the value of the shortfall above the 8% variance. In this case, GEA would reimburse Dealer \$60. Such reimbursement may be in the form of an offset against any payments Dealer may owe or a partial refund to Dealer (in which case Dealer shall bear any bank or similar charges imposed in making such repayment). Following such five (5) business day inspection period, Dealer shall no longer have the right to claim any reimbursement for any discrepancy.

GEA has no responsibility to provide any other Products to Dealer in such circumstances or to replace any Products that may have been included in the manifest but were not delivered; for clarity, this provision applies only in shortage situations. Dealer expressly agrees by the terms of this Agreement to accept all Products as-is.

3. Preparing As-Is Product for Sale

3.1 Prior to Dealer resale, Dealer shall inspect, and if As-Is Product is fit for resale in accordance with this Agreement, label and prepare all As-Is Product for resale as follows:

3.1.1 Approximately 1/4 inch of the top right corner of the serial number plate must be removed from all As-Is Product.

3.1.2 All appearance damaged As-Is Product, which is clearly new (such as in a sealed factory box or a refrigerator with original factory packaging inside) may be conspicuously marked "Appearance Damaged," "Scratch & Dent," "Ding & Dent," or "Skent & Dent." A stamp pad or self-adhesive stickers will be used to mark the appliance.

3.1.3 All management exchanges, consumer returns, educational institution replacement As- Is Product, and all other As-Is Product that has even the slightest indicia of prior use or installation, must be conspicuously marked, "Used" in one-inch letters on the back of the As-Is Product, or a self-adhesive sticker noting that the unit has been used must be attached to the back of the As-Is Product.

3.1.4 Any saleable As-Is Product that is obviously new (such as with tape on the drawers of a refrigerator and factory packaging inside) and is not appearance damaged or used may be labeled "Out-Of-Box."

3.1.5 All other As-Is Product, that is not required to be scrapped and does not clearly and conspicuously fit into one of the above categories must be labeled "As-Is" to avoid consumer confusion.

3.1.6 All service exchanged As-Is Product, or As-Is Product that is not fit for resale in accordance with this Agreement must be scrapped by Dealer.

3.1.7 Other than as expressly included in the entire statement provided by GE Appliances in the Sign (as defined herein), Dealer will not advertise or otherwise represent to consumers that any As-Is Product is "new."

3.1.8 As-Is Products will be sold to Dealer without classification. Dealer is solely responsible for properly inspecting and classifying As-Is Products in accordance with this paragraph.

3.2 The warranty page of the Use & Care Booklet for all such As-Is Product must be marked, "Void", removed and replaced by a copy of the Limited Functional Operable Warranty ("Warranty") set forth in Exhibit B hereto. The Company will provide a copy of the Limited Functional Operable Warranty to Dealer upon request and upon Dealer's purchase of any Products through the GE Appliances Marketplace.

3.3 Company shall have no responsibility under the Warranty, nor will Dealer seek any reimbursement from GEA, for As-Is Product that is dead-on-arrival ("DOA") for As-Is Product that fails within seven (7) days upon delivery and/or installation into a consumer's home or other end-user's location. In the case of DOA As-Is Product, Dealer agrees to either supply substitute A-Is Product of equal or greater value or refund the full purchase price to the consumer or other end-user. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN EXHIBIT B HERETO, COMPANY MAKES NO

WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY OF THE AS-IS PRODUCT AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.4 All As-Is Product that is either not capable of being made functionally operable with repairs to manufacturer's standards using ONLY GENUINE GE APPLIANCE PARTS or does not pass the safety check must be scrapped. The serial plate must be removed from all scrap As-Is Product prior to disposition. All As-Is Product to be scrapped must be made completely inoperable and disposed of lawfully through proper channels such as a shredder, all at Dealer's expense.

In disposing of scrap As-Is Product, Dealer shall comply with all applicable federal, state, and local environmental, landfill, waste management, and similar laws, rules, and regulations, including removal of CFCs and any other hazardous material. In addition, Dealer must comply with the provisions of this Agreement regarding the disposal of scrap As-Is Product, including providing a letter to GE Appliances from the shredder or other company that receives the scrap As-Is Product certifying that the disposal or recycling of the scrap As-Is Product complies with all federal, state and local laws relating to the disposal or recycling of the As-Is Product.

3.5 Dealer shall place a sign, available from GE Appliances free of charge ("Sign"), in any store location where Dealer sells **As-Is** Products, which states the following:

This store is an authorized GE Appliances "As-Is" Appliance Dealer. As-Is GE Appliances are purchased direct from the GE Appliances, and may be either new or slightly used. New GE Appliances "As-Is" appliances include scratch & dent, factory blemishes, and out-of-box products. Slightly used GE Appliances "As-Is" appliances include consumer returns and likability or quality test units. As-Is GE Appliances are accompanied by GE Appliances' Limited Functional Warranty instead of GE Appliances' standard Limited Warranty.

3.6 Dealer agrees to post the identical statement from the Sign on any internet webpage where As-Is Products are advertised.

4. Pricing

4.1 The price to Dealer of any As-Is Products will be billed by B-Stock at the price identified at the time of the applicable auction close.

4.2 Dealer shall provide Company and B-Stock a valid resale sales tax certificate containing a retailer registration number issued pursuant to the sales and use tax laws of the state (and local taxing jurisdiction if applicable) in which Company delivers As-Is Product to Dealer.

5. Purchase Terms

5.1 Dealer agrees to pay for all As-Is Product (plus any applicable state and local sales tax) if Dealer fails to provide Company and B-Stock a valid resale sales tax certificate(s) as required by Section 4.b.) in strict accord with the terms and conditions of this Agreement and with the terms of any agreement between B-Stock and Dealer.

5.2 Dealer agrees to provide photos of their physical storefront as proof of business location.

6. Termination of Agreement

This Agreement may be terminated:

6.1 By either party at will, with or without cause, upon not less than thirty (30) days' notice in writing given by Certified or Registered Mail, Return Receipt Requested, by personal delivery, or by telecopier or similar means of electronic transmission (with electronic confirmation of transmission receipt);

6.2 By the Company, upon one day's notice, if Dealer attempts to assign this Agreement or any rights here under without Company's written consent, or there is change in control or management of Dealer or Dealer ceases to function as a going concern or to conduct its operations in the normal course of business as now conducted, or a receiver is appointed or applied for, or a petition under the Federal Bankruptcy Act is filed by or against it, or Dealer makes an assignment for the benefit of creditors; or

6.3 By the non-renewal or termination of any appliance sales or service agreement between Company and Dealer, or a required permit or license to operate within the framework of the agreement; in either case this Agreement will be terminated and void without further act or notice.

6.4 Neither Company nor Dealer shall, by reason of the termination of this Agreement, be liable to the other for compensation, reimbursements or damages on account of the loss of prospective profits on anticipated business, or on

account of expenditures, investments, leases or commitments in connection with the business or goodwill of Dealer or Company. Termination shall have no effect on the rights of either party regarding As-Is Product received by Dealer prior to the notice of termination. Any termination notice shall also operate as a cancellation of any outstanding requests for Dealer to receive or obtain any further As-Is Product.

7. Resale of As-Is Product and Indemnity

As-Is Product MAY NOT BE SOLD OR ADVERTISED AS NEW. Dealer agrees to indemnify and save harmless Company from any and all liability, claims, demands, or actions made or filed, whether such claims, demands, or actions be rightfully or wrongfully brought, and against all costs incurred by Company therein (including, without limitation, reasonable attorneys' fees), for or arising directly or indirectly out of any sale, actual or alleged, by Dealer, its officers agents or employees of any As-Is Product as new, whether such was intentional or otherwise.

In case any action should be filed in respect to the subject of indemnity herein, Dealer further agrees that Company may employ an attorney of its own selection to appear and defend the action, on behalf of the Company, at the expense of the Dealer.

8. Warranty Disclaimer; Limitation of Liability

Dealer agrees that it will:

8.1 Report promptly to the Company Consumer Service Manager any allegation of property damage or personal injury caused by As-Is Product or other Company products;

8.2 Promptly and fully cooperate if action is requested by Company on any matter reasonably identified as relating to consumer product safety;

8.3 Not remove, disconnect or negate at any time any safety or performance feature of any product;

8.4 Not use Company's name or any Company trademark in any manner not approved by Company in writing;

8.5 Upon termination of this Agreement, remove from its premises all signs, insignias, and any other promotional material displaying Company's name or trademarks which are related to this Agreement and to discontinue the use of such name and trademark; and further, that Company shall have the right to repossess any exterior signs, regardless

8.6 Comply with the Magnuson-Moss Warranty Act and, in particular, Part 702 of the Regulations thereof (16 CFR PART 702), by making product warranties available to prospective buyers prior to Dealer's resale to those buyers.

9. Miscellaneous

9.1 Any notice or request provided for under this Agreement shall be given in writing by Certified or Registered Mail, Return Receipt Requested, by telecopier or similar electronic transmission means (with electronic confirmation of transmission of receipt) or by personal delivery, in any case addressed to the location of Company and/or Dealer, as set forth herein, or as otherwise specified by either party, as the case may be.

9.2 Should either party fail at any time to enforce any provision of the Agreement, that shall not constitute a waiver of any provision or affect that party's right to enforce any provision thereafter.

9.3 Dealer hereby grants Company a purchase money security interest in As-Is Product furnished by Company and the amount of their invoiced prices, which shall be satisfied by payment in full to Company. To protect Company's security interest, Company may file a financing statement with appropriate authorities which Dealer will sign upon request, or which Company is authorized to sign on Dealer's behalf as the appointed agent of Dealer herewith for this purpose.

9.4 Company reserves the right (at any time in its absolute discretion without thereby incurring any liability to Dealer) to change or terminate any or all of its methods and procedures of conducting business.

9.5 Company's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this Agreement shall in no case exceed the price allocable to the As-Is Product or part thereof which gives rise to the claim. In no event and to the fullest extent permitted by law, whether as a result of breach of contract or warranty or alleged negligence or otherwise, shall either party be liable for special, incidental or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the products, cost of capital, cost of substitute product, downtime costs, or claims of customers of Distributor for such damage, whether in arbitration, judicial litigation, administrative proceedings or otherwise.

9.6 This Agreement, its exhibits, and any instruments incorporated by reference contain the entire and only agreement between the parties concerning the subject matter covered by this Agreement and merge all prior and

collateral representations concerning such subject matter. Any other representation or condition not found herein is null, void and of no effect. This Agreement takes the place of all pre-existing arrangements and agreements between the parties regarding such subject matter.

9.7 This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of New York. If any provision of this Agreement, or any amendment or addendum thereto, is illegal, invalid or void under any applicable law, then it shall be considered severable (only to the extent necessary) and the remaining provisions shall not be impaired (unless such severance would materially diminish the anticipated benefit of this Agreement to either party, in which case no such severance shall be effected).

9.8 By checking the “I agree to the Terms of Purchase” box, you accept and agree to be bound by these Terms of Purchase each time you log into the Site. If you do not agree to these Terms of Purchase, you will not be authorized to bid on or purchase As-Is Product from GE Appliances on the Site. No change to the terms of this Agreement, nor any representation, promise or condition relating to any of the foregoing shall be valid or binding upon Company unless made in writing and signed by Company by its Vice President, Sales, or General Manager, Retail Sales. No other agreement or representation regarding sale or purchase of As-Is Product shall be binding upon Company unless made in writing and signed in conformity with this Paragraph.

9.9 All disputes, controversies and questions directly or indirectly arising under, out of, in connection with, or in relation to this Agreement or its subject matter, including without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination and enforcement of this Agreement (a “Dispute”), shall be resolved in accordance with this paragraph, which shall be the sole and exclusive procedure for the resolution of any such Dispute

9.9.1 Except as otherwise provided herein, the parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty days of a party’s written request for negotiation, either party may initiate arbitration as provided hereinafter.

9.9.2 Any Dispute which has not been resolved by negotiation as provided above shall, at the request of either party, be finally settled by arbitration under the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes in effect on the date of this Agreement, by a single independent and impartial arbitrator appointed by the Center for Public Resources from its Regional Panel of Neutrals. Notwithstanding Paragraph 8 above, the law applicable to the validity of this arbitration provision, the conduct of the arbitration, the challenge to or enforcement of any arbitral award or order, and any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16. The place of arbitration shall be Louisville, Kentucky. The parties agree that the federal and state courts located in the State of Kentucky shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each party irrevocably submits to the jurisdiction of said courts. Notwithstanding the foregoing sentence, either party may apply to any court of competent jurisdiction, wherever situated, for enforcement of any judgment on an arbitral award.

9.9.3 To the fullest extent permitted by law, the arbitrator is specifically denied and divested of any authority to award damages in excess of compensatory damages, and each party hereby irrevocably waives any right, whether in arbitration, judicial litigation, administrative proceedings, or otherwise, to recover any damages in excess of compensatory damages.

9.9.4 Except as time-barred under an applicable statute of limitation of lesser duration, any claim by either party shall be time-barred unless the asserting party commences an arbitration proceeding with respect to such claim within two years after the cause of action has accrued.

9.9.5 Notwithstanding any other provision of this Agreement, the parties expressly agree that prior to the first meeting of the arbitral tribunal, Company shall have the right to apply to any state or federal court in Kentucky, or any other court that would otherwise have jurisdiction, for provisional or interim measures.

9.9.6 Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than two parties. The prevailing party or parties in any arbitration conducted under this paragraph shall be entitled to recover from the other party or parties (as part of the arbitral award or order) its or their reasonable attorneys’ fees and other reasonable costs of arbitration.

Exhibit A - T-11 Safety

To download Exhibit A - T-11 Safety Policy, click on the link below.

[Download T-11 Safety Policy](#)

Exhibit B - As-Is Functional Warranty Information

To download Exhibit B - As-Is Functional Warranty Agreement, click on the link below.

[Download As-Is Functional Warranty Agreement](#)