

**GE APPLIANCES, A HAIER COMPANY
MONOGRAM BRAND PRODUCTS**

UNILATERAL MINIMUM RESALE PRICE POLICY

Effective June 6, 2016

GE Appliances, a Haier company (“GEA”) has unilaterally adopted this Unilateral Minimum Resale Price (“UMRP”) Policy applicable to sales of its Monogram brand of major appliances by its authorized resellers of Monogram, including Retail Dealers and Authorized Builder Distributors (“Dealers”). GEA has implemented its Policy to enhance the competitiveness of Monogram products by incentivizing Dealers to give the service and support those products require.

Under its Policy, GEA itself will establish, and GEA will provide through Pricing Bulletins, a UMRP for Monogram products (a “UMRP Product”) for use by a Dealer in the sale of UMRP Products. GEA will unilaterally discontinue supply of any UMRP Product to a Dealer which has advertised, offered or sold the Product at a net price less than the Product’s UMRP. When bundling a UMRP Product with products not covered by this Policy, a Dealer may not invoice the bundle at a single price; the UMRP product must be individually priced at or above its UMRP. Finally, GEA may establish a separate UMRP for use by a Dealer in sales of, and/or registered quotes for, UMRP Products to builder/contractor customers, including UMRP Products sold under builder/contractor programs.

Each Dealer is free in deciding whether or not to follow this Policy, including setting its own resale prices. GEA and the UMRP Policy Administrator do not ask for, nor will they accept, any Dealer’s assurance of compliance or agreement with this Policy, nor will they discuss any conditions on a Dealer’s compliance with this Policy.

If GEA determines that a Dealer has advertised, offered or sold a UMRP Product at a net price below the Product’s UMRP, the UMRP Policy Administrator will send written notice to the Dealer and effective immediately GEA will discontinue supply of the applicable UMRP Product. For purposes of this Policy, a UMRP Product’s “net price” takes into account any and all discounts, including Dealer-provided gift cards, coupons, rebates, free or discounted product offers and give-aways, or other consideration that reduces the UMRP Product’s final selling, net price to be below the Product’s UMRP. Free/reduced rate delivery, installation, financing, and service contracts will not be treated as part of a UMRP Product’s net price, provided that the Dealer is making the same offer to its customers on all comparably featured and priced appliances products sold by Dealer.

A supply termination will apply to all of Dealer’s locations, unless GEA unilaterally determines that Dealer’s locations are independent purchasers, but the termination will not affect Dealer’s right to purchase other UMRP Products. GEA reserves the right to unilaterally reinstate a Dealer’s right to purchase a terminated UMRP Product segment, with the UMRP Policy Administrator notifying the Dealer in writing of any such reinstatement.

This Policy does not apply to a Dealer's sale of a UMRP Product covered by one of the following GEA-established exceptions to its Policy:

A. GEA-Sponsored Cash Rebate or Other Promotional Offers, which, when netted result in pricing below UMRP

B. Used, Damaged or "As-is" UMRP Products Not Intentionally Altered to Avoid Compliance With This Policy

C. Employee Purchase Programs Available to Dealer's and GEA Employees for Their Personal Use

D. UMRP Product sales that qualify for the Monogram Reseller Preferred Builder Model Home Program.

For the Dealer's sale of a UMRP Product to qualify for an exception, the Dealer's customer invoice must clearly identify the exception to which the sale of the UMRP Product applies.

THERE ARE NO OTHER EXCEPTIONS TO THIS POLICY UNLESS ANNOUNCED IN WRITING BY GEA.

If you have any questions about this Policy, please direct them in writing to the UMRP Policy Administrator at MonogramUMRP@360Incentives.com. GEA sales personnel are not authorized to discuss this Policy with Dealers.

No GEA employee or representative, including the UMRP Administrator, is authorized to modify, alter, waive, or negotiate the UMRP Policy. Should a Dealer experience or learn of any modification or alteration of this Policy, or an attempt to do so, the Dealer should immediately notify the UMRP Policy Administrator.