



Dear Parts Reseller,

At GE Appliances, we are committed to you—the parts reseller partners that help our company satisfy customer needs and deliver products engineered for long-lasting, reliable performance. To protect our brands and the integrity of our authorized distribution channels in the United States, we are updating our U.S. Authorized Seller Program covering genuine replacement parts and accessories for appliance products bearing the trademarks of the GE Appliances family of brands – GE®, Hotpoint®, Haier®, Café™, GE Profile™, and Monogram® (“Parts”), effective September 18, 2023.

Among other benefits, our updated Authorized Seller Program will ensure that sellers of Parts understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and your customers through the sale of damaged, diverted, and otherwise poor-quality Parts.

Your obligations under our Authorized Seller Program are outlined in the **GE Appliances Authorized Parts Reseller Policy**, which is attached for your review. You are expected to comply with the Authorized Parts Reseller Policy to be an “Authorized Reseller” of our Parts. The key features of the Authorized Parts Reseller Policy are noted below:

- **Permissible Customers:** We are committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our Parts to unauthorized sellers. To this end, the Authorized Parts Reseller Policy requires that you sell Parts solely to end users and not to persons or entities who intend to resell Parts.
- **Online Sales: You may not sell Parts online without our prior written consent.** This prohibition includes your own ecommerce website, as well as sales through third-party online marketplaces such as Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, and Sears. Our rules regarding online sales will be strictly enforced. If you wish to apply for permission to sell online on your own ecommerce site, please contact us at geaparts.authprogram@geappliances.com for more information.
- **Ensuring Quality and Customer Satisfaction:** To ensure that the customers who purchase Parts have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of Parts until they reach end users.

Thank you for your careful attention to the Authorized Parts Reseller Policy and for your continued support of the GE Appliances family of brands. If you have any questions regarding the Authorized Parts Reseller Policy or Authorized Seller Program, please contact us at geaparts.authprogram@geappliances.com.

Sincerely,

GE Appliances

GE APPLIANCES AUTHORIZED PARTS RESELLER POLICY
Effective Date: September 18, 2023

This GE Appliances Authorized Parts Reseller Policy (“Reseller Policy”) is issued by Haier US Appliance Solutions, Inc., dba GE Appliances (“Company”) and applies to Authorized Resellers of Company’s genuine replacement parts and accessories for appliance products bearing the trademarks of the Company’s family of brands – GE®, Hotpoint®, Haier®, Café™, GE Profile™, and Monogram® (“Company Brands”) (together referred to as “Parts”) in the United States of America. By purchasing Parts from an Authorized GE Appliances Parts Distributor for resale, you (“Parts Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Company in Company’s sole and absolute discretion, Parts Reseller shall be considered an “Authorized Parts Reseller.” Company may review Parts Reseller’s activities for compliance with this Reseller Policy, and Parts Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Parts Reseller’s facilities and records related to the Parts.

1. **Authorized Customers.** Parts Reseller is authorized to sell Parts only to End Users in the United States. An “End User” is any purchaser of Parts who (a) is the ultimate user of the Parts or (b) uses the Parts for repair or installation services. Parts Reseller shall not sell or transfer Parts to any person or entity Parts Reseller knows or has reason to know intends to resell the Parts in an uninstalled state. Unless expressly authorized in writing to do so by a Company authorized representative, Parts Reseller shall not sell, ship, or promote the Parts outside the 50 United States, including the District of Columbia. Parts Reseller agrees to restrict, cease, or limit the sale of Parts to anyone at the request of Company.

2. **Internet Sales.** Parts Reseller shall not offer for sale or sell Parts on or through any website, online marketplace (including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, and Sears), mobile application, or other online forum without the prior written consent of Company. The terms of this Reseller Policy supersede any prior agreement or understanding between Company and Parts Reseller regarding the sale of the Parts on or through websites, mobile applications, online marketplaces, and other online forums. Any authorization previously granted to Parts Reseller by Company to sell the Parts on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.**

(a) Parts Reseller shall conduct its business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the Parts except as expressly authorized by Company. Parts Reseller shall represent the Parts in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Company, the Company Brands, or the Parts.

(b) Parts Reseller shall comply with all instructions of the Company and all applicable federal, state, and local laws, rules, regulations, and policies (i) applicable to Parts Reseller’s business and/or (ii) related to the marketing and sale of the Parts, including, without limitation, environmental, landfill, waste management and similar laws, as well as the warning requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986, known as “Proposition 65”.

(c) Parts Reseller shall not market or cross reference to any parts other than Parts for use on appliance products bearing Company Brands. In addition, Parts Reseller agrees to endeavor to market and sell only genuine Company accessories for use on appliance products bearing the Company Brands.

(d) Parts Reseller shall purchase Parts solely from GE Appliances Authorized Parts Distributors in the United States. Parts Reseller shall not import any Parts from outside of the United States.

(e) There is no agreement, express or implied, between GE Appliances and resellers with respect to the advertised or resale pricing of GE Appliances Parts. If any director, officer, employee, representative, or other agent of GE Appliances tries to coerce resellers to agree to the price at which resellers advertise or resell GE Appliances Parts, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify GE Appliances in writing at Office of General Counsel, Appliance Park, AP2-225, Louisville, KY 40225.

Resellers are informed that GE Appliances may choose to enact unilateral policies which may apply to the advertisement for sale of GE Appliances Parts from resellers to end-users in the United States;

4. **Quality Control and Customer Service.** Parts Reseller shall comply with the GE Appliances Parts Quality Control and Customer Service Requirements, attached as Schedule 1.

5. **Intellectual Property.**

(a) Company hereby grants Parts Reseller a non-exclusive, revocable royalty-free right to use, exhibit, reproduce, publish, publicly perform and transmit via the internet and otherwise use, Company trademarks, service marks, logos, copyrights, and tradenames (“Company Marks”) for the purpose of advertising and promoting the Parts in strict accordance with this Reseller Policy and any guidelines that now exist or Company issues in the future relating to the Company Marks. This license will cease upon termination of Parts Reseller’s status as an Authorized Parts Reseller. All goodwill arising from Parts Reseller’s use of the Company Marks shall inure solely to the benefit of Company or its licensors.

(b) Parts Reseller’s use of the Company Marks must be commercially reasonable as to the size, placement, and other manners of use. Company reserves the right to review and approve, in its sole discretion, Parts Reseller’s use or intended use of the Company Marks at any time, without limitation. In marketing the Parts, Parts Reseller shall only use images of Parts either supplied by or authorized by Company and shall ensure that all images and descriptions of Parts are accurate and up to date.

(c) Parts Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Company Part name or any trademark owned by or licensed to Company, nor a misspelling or confusingly similar variation of any Company Part name or any trademark owned by or licensed to Company.

6. **Termination.** Company may terminate Parts Reseller’s status as an Authorized Parts Reseller with written or electronic notice. Upon termination of Parts Reseller’s status as an Authorized Parts Reseller, Parts Reseller shall immediately cease (i) selling the Parts; (ii) acting in any manner that may reasonably give the impression that Parts Reseller is an Authorized Parts Reseller; and (iii) using all Company Marks.

7. **Modification.** Company may amend this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Parts Reseller’s continued use, advertising, offering for sale, or sale of the Parts, use of the Company Marks, or use of any other information or materials provided by Company to Parts Reseller will be deemed Parts Reseller’s acceptance of the amendments.

SCHEDULE 1**GE APPLIANCES PARTS
QUALITY CONTROL AND CUSTOMER SERVICE REQUIREMENTS**

1. Comply with all specifications and instructions provided by Company regarding the storage, handling, shipping, disposal, or other aspect of the Parts, including instructions provided on Parts labels or other literature provided with the Parts.
2. Sell Parts in their original packaging. Relabeling, repackaging, bundling, and other alterations to Parts or their packaging are not permitted without written permission from Company. Do not remove, disconnect or negate any safety feature on any Part.
3. Do not remove, translate, or modify the contents of any label or literature (including any printed warranty or Owner's Registration Certificate) on or provided with the Parts. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on the Parts or their packaging.
4. Do not advertise or resell as "new" any Part that has been returned opened or repackaged.
5. Promptly upon receipt of the Parts, inspect the packaging for damage, defect, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not resell the Part(s) and promptly report the Defect to Company at partsescalations@geappliances.com.
6. Inform, advise, and assist customers as appropriate in matters of Parts use, care, application, warranty, and installation through counsel and suitable assistance, including providing access to service bulletins, other safety or performance instructions and training communicated by or provided by Company. Respond promptly and professionally to all customer questions and communications. Ensure that all sales, service, and installation personnel comply with all installation instructions, service bulletins and other safety or performance instructions communicated by Company.
7. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Parts is aware of and complies with all quality control and customer service standards described herein or otherwise conveyed by Company. Ensure that any such third-party logistics provider stores all inventory of Parts segregated by seller such that no Parts provided to the third-party logistics provider are commingled with those owned by any third party. Company reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Company. Cooperate with Company in investigating any concerns that may relate to the use of a third-party logistics provider.
8. Cooperate with Company with respect to any Parts tracking systems that may be implemented from time to time.
9. Promptly and fully cooperate if action is requested by the Company on any matter reasonably identified as relating to consumer product safety arising from the Parts.
10. Implement commercially reasonable loss prevention and anti-diversion measures.
11. Report promptly to the Company Consumer Service Manager any customer complaint or allegation of property damage or personal injury caused by Parts. Assist Company, if and as necessary, in investigating any such complaints or allegations.
12. Cooperate with Company in the investigation and resolution of any quality or customer service issues related to the sale of the Parts, including disclosing information regarding Parts sources, shipment, and handling.