

Appendix To The GE Purchase Order Terms

Accelerated Payment Program

- (a) Batched Payments. Unless prohibited by law, GE or the applicable GE Affiliate may choose to group all invoices that have not been discounted and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (the “**Monthly Batch Payment Date**”), with the result that some invoices will be paid earlier than their Net Dates and some invoices will be paid later than their Net Dates. Alternatively, unless prohibited by law, GE or the applicable GE Affiliate may choose to group and pay on a quarterly basis all invoices that have not been discounted as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May will be grouped and GE or the applicable GE Affiliate will initiate payment on the third day of April or if that day is not a business day, then on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August will be grouped and Buyer will initiate payment on the third day of July or if that day is not a business day, then on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November will be grouped and GE or the applicable GE Affiliate will initiate payment on the third day of October or if that day is not a business day, then on the next business day; and (iv) invoices with Net Dates ranging from the sixteenth day of November to the fifteenth day of February will be grouped and GE or the applicable GE Affiliate will initiate payment on the third day of January or if that day is not a business day, then on the next business day (each such payment date being referred to as the “**Quarterly Batch Payment Date**”), with the result that some invoices will be paid earlier than their Net Dates and some invoices will be paid later than their Net Dates.
- (b) Accelerated Payment Program. The Accelerated Payment Program is administered by General Electric Capital Corporation (“GECC”). If Supplier is enrolled in the Accelerated Payment Program, an early payment discount of 0.0333% of the gross invoice price (the “Daily Discount Rate”) will be taken for each day payment is initiated before the Net Date. If the Net Date falls on a weekend or holiday, the Net Date will be moved to the next business day and an early payment discount will be taken for each day payment is initiated before that date. Alternatively, a flat early payment discount (the “Flat Discount”) may be taken for initiating payment on a date certain prior to the Net Date (the “Flat Discount Date”). The Flat Discount will be calculated by applying the Daily Discount Rate to the number of days between the Flat Discount Date and the Net Date. If the Flat Discount Date falls on a weekend or a holiday, payment will be initiated on the next business day net of the Flat Discount. Each early payment discount will be rounded to the nearest one hundredth of a percent.
- (c) Indexing. The Daily Discount Rate is based in part on the 3 Month Libor Rate (defined below) in effect on the last business day of the month preceding the day when the first early payment discount is taken to settle an invoice (the “Base Libor Rate”). If the 3 Month Libor Rate in effect on the last business day of any month (the “Current Libor Rate”) differs from the Base Libor Rate, the Daily Discount Rate may be adjusted on the last business day of such month to reflect the difference between the Base Libor Rate and the Current Libor Rate. If the Daily Discount Rate is adjusted, the adjusted Daily Discount Rate will be applied to all invoices posted for payment after that date. The “3 Month Libor Rate” will be the three month Libor rate published in the “Money Rates” section of *The Wall Street Journal* as the “London interbank offered rate, or Libor three month” (or, if not so published, as published in another nationally recognized publication) on the last business day of each month.
- (d) Title Transfer. If GE or the applicable GE Affiliate takes an early payment discount to settle an invoice, Supplier confirms that: (1) GE or the GE Affiliate has assigned its right, title and interest in the related Services to GECC and an interest in such Services will pass directly to GECC in accordance with the terms of this Agreement; (2) once an interest in such Services has passed to GECC, GECC will immediately and directly transfer such interest to GE or the GE Affiliate; and (3) all of Supplier’s obligations under this Agreement, including Supplier’s representations and warranties, will extend to and benefit GE or the GE Affiliate as if such interest passed directly to GE or the GE Affiliate.