

Seller agrees that it will at any time up to July 31, 1995, upon receipt of a written request from Buyer, repurchase any of the following classes of goods sold by Seller to Buyer:

microwave ovens

which are unused (except as they may be displayed for sale) and in the original shipping containers, at a price equal to the full purchase price less a restocking fee of 20% per cent of the purchase price of such goods. Return shipping shall be paid by the buyer.

The Buyer may, without notice to Seller, assign his right require repurchase of all or any goods to any bank, finance company or other financier to whom any security interest in the goods, or any of them, may be granted, and in any such event, Seller will not assert as against any such bank, finance company or other secured party, any right of set-off, recoupment or counterclaim which may now exist or hereafter arise under or by virtue of any transaction between Seller and Buyer except for the restocking fee stated herein, and freight if applicable.

Seller shall not be obligated to repurchase any goods under this contract unless and until it shall have been furnished assurances which are in its opinion adequate to insure that the goods will be delivered to Seller free and clear of any and all liens, encumbrances, security interests and other claims of third parties to the goods.

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For Mark's Microwaves, SELLER

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For Arnold's Appliances, BUYER