



2019 Spring Pre-Season Parts Stocking Program

IWD SALES PLAN

SALES PLAN #:	RS-SP1000
PROGRAM NAME:	2019 Spring Pre-Season Parts Stocking
CHANNEL:	IWD
PUBLICATION DATE:	2/1/19
OWNER:	Todd Werwinski



PURPOSE

The purpose of this Spring Pre-Season Parts Stocking (“Sales Plan”) is to incentivize IWD Supply Distributors (“Distributors”) to place qualifying stocking orders to have the parts you need locally to support your dealers.

Table of Contents

EFFECTIVE PERIOD.....	2
ELIGIBLE PARTICIPANTS	2
PROGRAM REQUIREMENTS	2
PROGRAM SUMMARY	3
GUIDELINES AND ADMINISTRATION.....	3
LEGAL REQUIREMENTS.....	4



EFFECTIVE PERIOD

- February 18, 2019 – April 15, 2019.
- Additional Early Bird Discount February 18, 2019 – March 18, 2019.

ELIGIBLE PARTICIPANTS

- All IWD Supply Distributors
- Distributor must be in good financial standing according to Trane and/or American Standard Credit Department.
- Distributor meets or exceeds the minimum parts purchases thresholds described in the Program Requirements during the Effective Period.

PROGRAM REQUIREMENTS

- The 2019 Spring Pre-Season Parts Stocking promotion runs from February 18th through April 15th, 2019. Special pricing and invoice terms will apply to all qualifying stock orders placed during this period. Stock orders entered prior to or after these dates are not eligible for these discounts or terms.
- All OEM and wholesale products that are available in Oracle can be used to build your order to qualify for the order invoice discounts. Line-sets, Commodities (copper/metals), Honeywell, and refrigerant can be used to build toward your total order discount but do not receive the order discount.
- All orders are standalone. There is no bundling of orders on this program.
- Participant must purchase parts through the Parts channel only (excluding any purchases through Equipment channels).
- Existing SPA and other pre-season promotional discounts are standalone and cannot be combined with this preseason program.
- All orders are subject to review and approval by Residential HVAC and Supply. Single orders cannot exceed \$1,000,000 or 999 lines.



PROGRAM SUMMARY

- The 2019 Spring Pre-Season Parts Stocking promotion runs from February 18th through April 15th, 2019. Special pricing and invoice terms will apply to all qualifying stock orders placed during this period. Stock orders entered prior to or after these dates are not eligible for these discounts or terms.

February 18th — March 18th (Early Bird Discount)

Net Order Amount	Invoice Discount	Payment Terms
\$7,500	6%	2/15 or Net 90

March 19th — April 15th

Net Order Amount	Invoice Discount	Payment Terms
\$7,500	5%	2/15 or Net 90

- All OEM and wholesale products that are available in Oracle can be used to build your order to qualify for the order invoice discounts. Line-sets, Commodities (copper/metals), Honeywell and refrigerant can be used to build toward your total order discount but do not receive the order discount.
- All discounts will automatically be applied at the time of order booking in Oracle. (No need to bundle orders, or contact the Pricing team).

GUIDELINES AND ADMINISTRATION

- Place your stocking order of \$7500 or more into Oracle.
- All discounts will automatically be applied at the time of order booking in Oracle. (No need to bundle orders, or contact the Pricing team).
- Any questions regarding this program should be directed to your Regional Manager.



LEGAL REQUIREMENTS

THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION OF INGERSOLL RAND. IT MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM INGERSOLL RAND OR ITS AFFILIATES. DISTRIBUTOR/DEALER MAY BE LIABLE FOR ANY UNAUTHORIZED DISTRIBUTION.

The information provided herein is considered confidential and proprietary information of American Standard Heating & Air Conditioning, Trane U.S., Inc., and its affiliates ("Company"). It is provided for the sole purpose of permitting the recipient to promote Company products and services. Recipient agrees to maintain the confidentiality of all proprietary, trade secret information, including confidential pricing data provided in this document. The Recipient hereby agrees that it will not at any time disclose this confidential information or material, in whole or in part, to any person or entity for any reason or purpose whatsoever, unless Company gives its consent, in writing, to such disclosure, except as required by law. The agreement to maintain the confidentiality of this information extends to any employees, pre or future, involved in the work desired and who will have access to the information. These employees will hold the information in confidence in accordance with this agreement and use the information only in the performance of their employment. Recipient agrees to review this agreement and its terms with employees and will obtain their agreement with the terms of this agreement before providing them with any Company confidential information.

AMENDMENTS, MODIFICATIONS, OR EXCEPTIONS

Company reserves the right to amend, modify, or cancel the program, or any portion at any time. Amendments are not effective unless they are published by Company in formal Guidelines or are signed by an authorized Company representative. Any exceptions to the program guidelines must be approved in writing by an authorized Company representative.

NO OTHER OBLIGATION

Company shall have no fiduciary duties or other special duties of any kind to any distributor/dealer under the program other than as expressly set forth in these guidelines.

LEGAL LIABILITY

By participating in this program, each participating distributor/dealer warrants that its marketing programs and initiatives are in compliance with all antitrust pricing laws and federal/state/local regulations. Company does not undertake any legal responsibility for the local management and execution of their marketing programs.

DOCUMENT RETENTION

It is the distributors/dealers responsibility to maintain copies of supporting documentation and claim reimbursement paperwork for a minimum of 24 months after reimbursement. Prior to implementing any change in your record retention policies, please consult with your accountant and attorney to determine whether you need to retain these records for other business or legal purposes.



CLAIMS AUDITING

All reimbursements under the program are subject to audit. If reimbursement is received on any claim that is later determined to be ineligible, the distributors/dealers account will be either be debited or invoiced in the amount of the ineligible claim plus reasonable and customary expenses incurred for conducting the audit.

PROGRAM VIOLATION

Violation of these guidelines may result in termination of the applicable Distributor Agreement or Dealer Sales Agreement or any portion thereof, including but not limited to an immediate revocation of any and all rights to use or display Company intellectual property (logo's, trademarks, creative).

FINANCIAL STATUS

Eligibility for program and reimbursements are contingent upon Distributor/Dealer having an executing Distributor Agreement or Dealer Sales Agreement on file and their account being active and in good standing/current as determined solely by Company.

PRIVACY POLICY DISCLOSURE STATEMENT

As part of this program and within Company's sole discretion, Company collects various information to support its development and delivery of quality products, services, and programs to its consumers. In order to ensure that Company programs are provided and that proper quality in service is achieved, Company may from time to time directly contact homeowners who purchase Company products or services to survey customer satisfaction, to evaluate homeowner's reactions to an interest in Company products and services, and to conduct research activities. These surveys are a result of such things as independent dealer programs, product registrations, extended warranties, etc. and may be provided to you for the homeowner's future purchase of Company products and services. Any information received or obtained by Company will be held in accordance with Company's privacy policies, which may be obtained at www.trane.com or www.americanstandardair.com. Company may from time to time also directly contact homeowners when requested by the homeowner, when required by contract or law, or when a registered homeowner has not received all available coverage for its Company products.

TERMINATION

This sales plan is subject to termination or modification at any time by Company.