



2020 IWD Spring Pre-Season Parts Stocking Program

| SALES PLAN #: | IWD-SP0001 | |
|-------------------|---------------------------------------|--|
| PROGRAM NAME: | 2020 Spring Pre-Season Parts Stocking | |
| CHANNEL: | IWD | |
| PUBLICATION DATE: | February 10, 2020 | |
| OWNER: | Scott Manley | |

PURPOSE

The purpose of this Spring Pre-Season Parts Stocking Sales Plan is to incentivize Independent Wholesale Distribution (IWD) Supply Distributors ("Distributors") to place qualifying stocking orders to have the parts needed locally to support their customers.





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EFFECTIVE PERIOD

- February 17, 2020 April 20, 2020
- Additional Early Bird Discount February 17, 2020 March 16, 2020

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 SUMMARY

Eligible Participants who purchase Qualifying Orders during the Program Period will be eligible to receive an invoice discount and special payment terms.

| Date | Net Order Amount | Invoice Discount | Payment Terms |
|------------------------------------|-----------------------|---------------------|-------------------|
| February 17, 2020 - March 16, 2020 | \$7,500 - \$1,000,000 | 6% | 2/15 or Net 90 |
| March 17, 2020 - April 20, 2020 | \$7,500- \$1,000,000 | 5% | 2/15 or Net 90 |

- · All OEM and wholesale products that are available in Oracle may be used to build your order to qualify for the order invoice discounts and terms.
- Line-sets, Commodities (copper/metals), Honeywell and refrigerant may be used to build toward your Net Order Amount, but will not receive the Invoice Discount.

PROGRAM REQUIREMENTS

- The 2020 Spring Pre-Season Parts Stocking promotion runs from February 17, 2020 through April 20, 2020. Special pricing and invoice terms will apply to all qualifying stock orders placed during Program Period. Stock orders entered prior to or after these dates are not eligible for these discounts or terms.
- Qualifying purchases must be placed on same order.
- Qualifying Orders must be purchased through the Parts channel. Orders placed through Equipment channels do not qualify.
- Program may not be combined with any other pre-season programs.
- All orders are subject to review and approval by Residential HVAC and Supply. Single orders cannot exceed \$1,000,000 or 999 lines.



GUIDELINES AND ADMINISTRATION

- Place your Qualifying Stocking order of \$7,500 or more into Oracle during Effective Period
- 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 TRANE U.S., INC. IT MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM TRANE U.S., INC. OR ITS AFFILIATES. DISTRIBUTOR/DEALER MAY BE LIABLE FOR ANY UNAUTHORIZED DISTRIBUTION.

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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



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PRE-SEASON PARTS STOCKING:

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.