

# 2022 TRANE SALES PLAN

**SALES PLAN #:** BDI-SP-22-13

**PROGRAM NAME:** Purchase Growth Hunting IncentivePlan

**CATEGORY:** Dealer Growth Incentive Volume Rebate/Spiff

**Channel:** IWD – Butcher Distributors

**PUBLICATION DATE:** January 1, 2022

## PURPOSE

To drive sales through a unique hunting trip

## PROGRAM SUMMARY

Qualifying Dealers enrolled in this sales plan will receive a trophy buck hunt (140"+ BC Buck) including lodging.

- Under \$150k in 2021 purchases
  - Above \$150k in 2021 purchases
- Purchase \$250k to get a trophy buck hunt  
Grow \$100k to get a trophy buck hunt

## EFFECTIVE PERIOD

Effective dates: January 1, 2022 to December 31, 2022

## ELIGIBLE PARTICIPANTS

This program is available for specific targeted dealers who would have considerable growth to meet the qualifications.

To be eligible for this Plan, Dealer must meet ALL of the following criteria:

- Trane Dealer must have a signed 2022 Dealer Sales Agreement on file & be in good standing with Butcher Distributors



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## ADMINISTRATION

- Butcher will provide a report showing dealer has met qualifications *\*Report verifying earned criteria as outlined in sales plan will be required to be submitted with SDF claim as proof of performance.*
- Trip will be rewarded and scheduled upon meeting the qualifications.
- Trane Butcher Distributors reserve the right to amend, modify or cancel the program at any time.
- Butcher reserves the right to replace dealers who cancel their trip.
- Butcher reserves the right to add dealers to fill hunts.
- Butcher will have hosts on each hunt.
- Butcher reserves the right to substitute a rebate for the hunting trip.

## 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.**

The information provided herein is considered confidential and proprietary information of Trane U.S., Inc., and its affiliates ("Trane"). It is provided for the sole purpose of permitting the recipient to promote Trane 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 Trane 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 Trane confidential information.

### **AMENDMENTS, MODIFICATIONS, OR EXCEPTIONS**

Trane 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 Trane in formal Guidelines or are signed by an authorized Trane representative. Any exceptions to the program guidelines must be approved in writing by an authorized Trane representative.

### **NO OTHER OBLIGATION**

Trane 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. Trane 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 Trane 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 Trane.

### **PRIVACY POLICY DISCLOSURE STATEMENT**

As part of this program and within Trane's sole discretion, Trane collects various information to support its development and delivery of quality products, services, and programs to its consumers. In order to ensure that Trane programs are provided and that proper quality in service is achieved, Trane may from time to time directly contact homeowners who purchase Trane products or services to survey customer satisfaction, to evaluate homeowner's reactions to an interest in Trane 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 Trane products and services. Any information received or obtained by Trane will be held in accordance with Trane's privacy policy, which may be obtained at [www.trane.com](http://www.trane.com). Trane 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 Trane products.

### **TERMINATION**

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



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**AGREEMENT FORM - 2022 Hunting Trip Incentive Plan**

Dealer \_\_\_\_\_

TM \_\_\_\_\_

2021 Purchases \_\_\_\_\_

Dealer wishes to participate in the Hunting Trip Incentive Plan.

Qualifying Dealers enrolled in this sales plan will receive a trophy buck hunt (140"+ BC Buck) including lodging.

Under \$150k in 2021 purchases Purchase \$250k to get a trophy buck hunt

Above \$150k in 2021 purchases Grow \$100k to get a trophy buck hunt

**FOR DEALER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR Butcher Distributors:** Dave Falgoust (dfalgoust@butcherdistributors.com)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_