

## Payment Terms & Discounts



### Cash in Advance

- Cash in advance (CIA) transactions for equipment and/or non-warranty parts are eligible for a one percent (1%) discount from the face value of the invoice at the point of sale, provided the account is not on COD.
- Can be paid by cash or check
- Exceptions to eligibility will be those accounts that have invoice balances identified as past due or their account is considered *"not in good standing"*. Floor Plans are not eligible for discounts.



### Net 10 Days

- Invoices for non-warranty equipment and/or parts are eligible for a one percent (1%) discount from the face value of the invoice if **paid in full within ten (10) days from the date of the invoice**.
- Eligibility for the discount will be determined by the postmark on the check envelope and the original Invoice date.
- Receipt of payment after the ten (10) day period will not qualify for any discount and any such discount shown on the payment check will be disregarded.
- Exceptions to eligibility will be those accounts that have invoice balances identified as past due or their account is considered *"not in good standing"*. Floor Plans, dealer advertising and training classes are not eligible for discounts.



### Net 30 Days

- All non-warranty equipment and/or parts invoices not paid under one of the terms listed above will be due thirty (30) days from the **invoice date**.



### Bank Draft

- We offer bank drafting (ACH), whereby invoices for equipment and/or non-warranty parts are eligible for a one and a quarter percent (1.25%) discount from the face value if the "Invoice Payment Transfer Request" is signed and emailed/faxed back to us timely and the account does not have any uncontested past due invoices outstanding. Floor Plans are not eligible for discounts.
- **Process:**
  - On Monday's, Dealer will receive ONE emailed ACH payment request which will include ALL invoices for the week that qualify for discount as well as any 30+ day invoices.
  - Dealer will need to review the invoices:
    - Indicate on the sheet which invoices you approved to be ACH'd, dollar amount to draft and what day the bank draft should be done.
    - Sign bottom of sheet and send back to Liz; lhebert@butcherdistributors.com.
  - Butcher does not auto draft; all payments need to be approved. Without approval, there will be no payment drafted.
- **What is needed to get started:**
  - Email a copy of voided check to Liz (lhebert@butcherdistributors.com)
  - No additional paperwork is needed, just a copy of the canceled check.

## Payment Terms & Discounts

### Account Status

- In the event your account becomes past due, exceeds the established line of credit, unjust claims are made or other such circumstances occur, your account will be considered “*not in good standing*”.
- At Butcher Distributors’ option, your account may:
  - be placed on special credit terms, such as C.O.D.
  - and/or no discounts of any type will be allowed during that period



### Open Accounts

- Butcher Distributors’ billing cycle closes on the last day of the month.
- A statement indicating the outstanding charges on the account will be issued after the close of each cycle in which there is a balance on the account.
  - Any invoices not paid in full from a previous month will be assessed a one and one-half percent (1.5%) late charge per month [eighteen percent 18% APR] or the maximum legal rate.
  - Receipt date will be determined by the postmark on the check envelope.
- Equipment and/or parts sold to customers without a signed Credit Agreement with Butcher Distributors, LLC are an Open Account under Louisiana law.
- Butcher Distributors, LLC is entitled to attorney fees and costs in addition to interest as provided for any account turned over for collections.

### Equipment Return Policy

- No equipment returns are allowed without prior approval from your warehouse/operations manager.
- ALL RETURNS:
  - Are subject to a warehouse restocking fee of fifteen percent (15%)
  - Must never have been installed
  - Must include the original box
  - And the box must be in good resaleable condition
- This policy is in effect except where superseded by in-season re-balancing programs outlined in other written sales plans



### Product Pricing

- Purchase at less than published book prices are not subject to standard accrual rates of Butcher Distributors; promotional programs. Some exceptions apply under certain written sales plans or special terms indicated as such on the face of the invoice.

### Special Terms

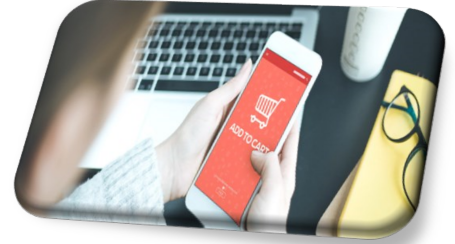
- From time to time, Butcher Distributors offers special promotional terms. These promotions are subject to the terms set forth in the “sales plan” document. If no special credit terms are mentioned in the sales plan, all regular terms as set forth above will apply. Any other modification to the terms and conditions set forth above must be received in writing from the Butcher Distributors credit department. Any other modification or claim thereof will be disregarded.
- *It is the responsibility of the dealer to convey to the order service personnel at the time the order is placed that this sale will be subject to special terms or sales plan provisions. Otherwise, the order will be treated as a regular sale on the dealer’s account and subject to our regular terms and conditions.*

## Ordering

### How to order equipment

- Call your local branch
- Online Ordering
  - [www.butcherdistributors.com](http://www.butcherdistributors.com)
    - Set up account and give access to specific employees
- Text to Order
  - With Butcher's Text to Order/Text to Branch system, you can submit PO's, inquire about stock info, receive pricing, tech support, and exchange images & files with Butcher Counter and FSRs
  - Text the Number you already call! Available at the below locations:
 

New Orleans, LA	(504) 733-4633	Lafayette, LA	(337) 837-2088
Gulfport, MS	(228) 214-1253	Jackson, MS	(601) 355-2550



## Delivery

### Delivery specifics

- Butcher will deliver equipment to dealer's office for free when they order 2 motor-bearing units.
- Available in New Orleans, Baton Rouge, Jackson, Lafayette and Gulfport markets.
- Contact your local office for schedule availability and coverage area.



## Freight Policy

### Conditions

- All equipment sales are priced FOB ('will-call') from each listed parish/county of the Butcher warehouse:



<b>New Orleans</b>	Jefferson	Orleans	St. Charles		
<b>Mandeville</b>	St. Tammany	Washington			
<b>Baton Rouge</b>	Ascension	East Baton Rouge	West Baton Rouge	Livingston	
<b>Lafayette</b>	Iberia	Lafayette	St. Landry	St. Martin	Vermillion
<b>Lake Charles</b>	Calcasieu				
<b>Jackson</b>	Hinds	Madison	Rankin		
<b>Gulfport</b>	Hancock	Harrison	Stone		

- All other areas will be subject to FOB charges or qualify for freight prepaid
  - **To qualify for freight prepaid, a minimum of 2 motor bearing units must be shipped per freight bill or one commercial 3-phase unit, 7 1/2 tons or larger**
  - Out of stock situations that are part of Butcher's normal stock will be shipped prepaid using normal order of shipping methods
  - Any special handling or expedited shipping instructions such as overnight or Saturday delivery will be the responsibility of the dealer.

## Carriers

### Louisiana

- In our ongoing efforts to contain price increases, we have selected SAIA , AAA Cooper, and Averitt Express as our primary freight carriers.
- If for any reason these arrangements do not meet your shipping needs, please contact your local Operations Manager

### Mississippi

- For our Mississippi customers, we will continue to ship at our dealer's discretion subject to our standard Butcher freight conditions. Please contact your local Operations Manager with any discrepancies.

### Customer Assistance

- For assistance with our freight policy, please contact your Territory Manager or local Operations Manager.

## Damage Claims

- The transportation company signs our bill of lading indicating the equipment is in **Good condition and Complete.**
  - If any items are **DAMAGED**, the equipment should be refused.
  - If any items are **MISSING**, you should note the model and quantity on the freight bill before signing and notify **Butcher Distributors Operations Manager immediately.**
- **Any claim for concealed damage must be made with the local branch manager within 10 days of receipt.**
  - Baton Rouge (Juan), Gulfport (Gary), Jackson (Aaron), Lafayette (Vicky), Lake Charles (Chad), Mandeville (Brian) New Orleans (Dennis)

## After Hours

- After Hours service will be available Saturday and Sunday from 7 AM to 7 PM.
- Butcher Distributors' After Hours Opening Fee is \$100.
  - This will be invoiced as a line item on the customer's ticket.
  - 100% of this fee goes to the on-call employee that is opening the warehouse.
- After Hours Phone Numbers:

♦ Baton Rouge, LA	(504) 509-3004
♦ Gulfport, MS	(228) 365-3710
♦ Jackson, MS	(601) 355-2550
♦ Lafayette, LA	(888) 839-8188
♦ Lake Charles, LA	(888) 839-8188
♦ Mandeville, LA	(504) 388-0790
♦ New Orleans, LA	(504) 388-0790





## Warranties

### Warranty Parts

- To receive credit for a defective part in warranty, you must observe the following procedures
  - Warranty requests must be made to Butcher within 30 days of the failure.
  - A *Warranty Credit Request (WCR)* form must be completed in its entirety.
    - Incompleted forms will be rejected.
    - Send the completed WCR to Stacy (scourville@butcherdistributors.com) or your local warehouse.
  - In most cases, the defective part need not be returned, however, it should be held for ninety (90) days.
    - Trane does periodically request the return of certain parts
- WCR forms are available at no charge from any Butcher Distributors' parts locations and online at [www.butcherdistributors.com](http://www.butcherdistributors.com) or [www.comfortsite.com](http://www.comfortsite.com)



## Field Repair Claims

### Credit for claims on warranty repairs made in the field is subject to the follow procedures as set forth by Trane:

- A Field Repair Invoice (FRI) Fact Sheet must be filled out on each claim. Please keep a copy of this form for your files.
- Trane pays labor claims on compressor failures and refrigerant leaks within sixty (60) days of installation of original equipment and those that Trane Product Service has determined to have manufacturing defects. All labor reimbursements are subject to Trane's DOA claim's policy.
- The FRI Fact Sheet must be completed and submitted to Butcher for evaluation and processing.
- Incomplete Fact Sheets will be returned to you for completion (one time only).
- Butcher will determine if and what the payment schedule is according to the Trane Product Service guidelines.
- All FRI claims must include a company invoice billed to Butcher Distributors. Also, all other service tickets or WR forms pertaining to the FRI claim must be submitted.
- FRI claim must be filed within thirty (30) days of the failure date.
- FRI Fact Sheet forms are available at no charge from any Butcher Distributors' locations or [www.butcherdistributors.com](http://www.butcherdistributors.com) (Warranty page).
- *Any claim for warranty credit not made in compliance with our established written procedures will be subject to our normal collection procedures.*



## Light Commercial

### Job Information Sheet & Job Quote

- The Job Information Sheet and Job Quote Sheet provide additional information on large (particularly commercial) sales and special-order items.
- When Jobs >\$25k of primarily large commercial orders that we stock are ordered, we require a Job Information Sheet and Job Quote Sheet to be completed and sent to accounting.
- When factory optioned special order equipment that we don't stock is ordered, a Job Information Sheet and Job Quote Sheet need to be completed. Dealer must sign for the equipment ordered and the price charged.

### Installation Requirements

- Symbio is included in all Light Commercial Units.
- Odyssey Product will be tagged with a **NOTICE STICKER** which includes directions that installation techs are **REQUIRED TO PERFORM PRIOR TO INSTALL**.
  - This sticker will be included on all TTA, TWA, and TWE equipment.
  - This sticker directs the tech to scan a QR code that takes them to a website (<https://tinyurl.com/bdisymbio>) where a submission form collects information needed for the FSR to provide correct wiring diagrams.
  - Information required from the installation tech:
    - Dealer Name
    - Technician's Name
    - Tech Cell Phone# (so FSR can speak to them if needed)
    - Tech Email Address (so wiring diagrams can be sent to tech)
    - Is the system a Trane matched system?
    - Outdoor Model# and Serial#
    - Indoor Model# and Serial#
    - Input voltage
    - Butcher Distributors Order Number
    - Optional: Upload attachments such as a picture of your invoice, or equipment serial number tags
  - Upon receipt of the completed submission form, a Butcher FSR will send the correct wiring diagrams to install the equipment. If the tech has additional questions, they can call **Butcher Tech Support at (337) 235-7423**.
- The configuration and field wiring varies depending on what model is being installed, thus following these directions is imperative.
- Installation without following these directions may result in improper wiring, incorrect application, or equipment failure which is NOT covered under Trane's commercial warranty.
- For more information, contact **Jordan 601-420-0848 or Carter (601) 420-0839** in **Butcher's Commercial Sales Department** or your TM.

**NOTICE**  
PRIOR TO INSTALLATION  
YOU MUST EITHER:

**VISIT**  
<https://tinyurl.com/bdisymbio>  
OR

**CALL**  
**337-235-7423**  
OR

**SCAN THIS  
QR CODE**



## Dealer Agreement

### Company

- Dealer represents he/she holds all necessary Federal, State and local licenses and permits for Dealer to sell, install and/or service Trane Products.
- To provide its purchasers of all Trane products and/or systems for a period of one (1) year, and for two (2) years on Trane XL/XV products and/or systems, from date warranty begins, such labor and other service, without making additional charge thereof, as may be required to install the new or functionally operative replacement parts or products furnished by Trane under Trane's applicable printed warranty. In the event the Dealer is unable to successfully service a product sold by him, to reimburse Trane for any and all expenses incurred by Trane in providing or arranging for such labor or other service as may be required to return said products to operating condition in accord with the provisions of this paragraph
- Sales personnel will attend Trane sales training meetings; installation personnel will attend Trane application/installation meetings; service personnel will attend Trane service training meetings conducted by Distributor and/or Trane.



### Safety

- To assume responsibility for the proper application and installation of the products in accordance with laws, codes and regulations existing in the area, and application, installation, safety, and registration Instructions of The Trane Company ("Trane").
- To maintain a complete record of Trane's products sold by the Dealer (including model and serial number, name and address of purchaser, and date of purchase and installation), and to furnish such data to Trane and/or Distributor, upon request of either party, free of charge, in order to facilitate the locating of installed products in the ease of product safety or performance issues.
- To report promptly and in writing to the Distributor and Trane any incident where products are alleged to have caused property damage or personal injury.
- To not remove, disconnect or negate at any time any safety feature of any product; and to give Distributor and Trane prompt and full cooperation in response to Trane's request for action on matters reasonably identified as relating to consumer product safety issues



### Marketing

- In its promotional and advertising efforts and in its day-to-day business, Dealer shall comply with standards and guidelines provided by Trane for the advertisement of Trane brand products and for use of any Trane trademarks associated therewith.
- Upon termination of this agreement, Dealer will have thirty (30) days to remove from its premises and vehicles all signs, insignia, and other sales promotional material displaying any trade name or trademark of Trane and to discontinue all use of any such trade name or trademark; in the event the Dealer fails to remove any exterior signs, Trane shall have the right to repossess such signs regardless of where located; in addition Dealer will cease its renewal of Yellow-Page ads that identify the Dealer with "Trane", its trade name or trademark, or any of Trane's products or services



## Dealer Agreement

### Changes / Corrections / Updates

- Butcher Distributors reserves the right to modify any or all of its terms and conditions of sales at its discretion.
- Customers will be notified of any modifications in writing.

### Acknowledgment

- Once you have read these Terms & Conditions of Sale of Butcher Distributors, **please sign acknowledgment below and return only this signed Dealer Agreement page to:**

Liz Hebert  
Butcher Distributors  
101 Boyce Road  
Broussard, LA 70518  
Email: lhebert@butcherdistributors.com  
Direct: (337) 330-1224



I have received and read Butcher Distributors' Terms and Conditions as set forth in this document.

Business Name (Print)

Federal ID#

Date

Dealer Principal (Print)

Dealer Principal (Signature)

