

# Fall 2022 National Consumer Promotion for CC Dealers

Channel: DSO | Owner: Mary Wilson

**Synopsis:** To enable and grow Independent Customer Care (CC Dealers) consumer rebates on American Standard's premium product lines.





# **Purpose**

As a Customer Care (CC) Dealer, we value your commitment to the American Standard brand and products. We are proud to announce the Fall 2022 National Consumer Promotion for Customer Care Dealers to provide you with a competitive tool for promoting sales of higher-efficiency systems in the residential replacement market during the Fall shoulder season.

# **Promotional Offer**

CC Dealers receive up to \$600 in instant rebates on homeowner purchases of Qualifying Equipment. See Exhibit A of this document for models and combinations approved for use in this offer. Dealers may receive multiple instant rebates for multiple eligible consumer purchases per Qualifying Equipment in Exhibit A. These offers cannot be combined with RNC/NOO quoted pricing or any other national American Standard consumer offer.

# **Effective Period**

Consumer Purchase Period: September 15, 2022 – November 30, 2022

Consumer Installation Period: September 15, 2022 – December 15,2022

Claim Submission Period: September 15, 2022 – December 20,2022

# **Eligible Participants**

Participating Independent Wholesale Distributors (hereinafter referred to as "Distributor") and their participating independent Customer Care ("CC") Silver, Gold, or Platinum Dealers are eligible to participate in this Plan provided:

- Participating independent CC Dealers (hereinafter "Dealer") must have a signed 2022 Dealer Sales Agreement or other signed, current, and active Dealer Sales Agreement with American Standard and must be in good standing with the Distributor; and
- Participating Dealers must purchase Qualifying Equipment from their American Standard Distributor and from assigned Pricing Tier; and
- Rebates in this offer are NOT available if RNC/NOO quoted pricing is utilized when purchased from American Standard; and
- Qualifying Equipment returned may cause a reverse Debit Memo to the CC Dealer; and
- All installations must be located in the United States.



# **Qualifying Equipment**

This rebate offer requires the purchase of a complete American Standard system or packaged unit. Only Qualifying Equipment as defined in this Sales Plan is eligible for the above-stated rebate. All offers are based on product availability. No substitutions or exceptions will be granted.

# **Qualifying Equipment for Rebates Under This Plan:**

Systems and/or Components as listed in Exhibit A.

Please refer to Exhibit A for specific Qualifying Equipment by model family.

### **PLEASE NOTE:**

- Dealer sales to a builder without a direct homeowner purchase at the time of sale do NOT qualify under this plan.
- This offer is NOT valid on installations for commercial purposes. Qualifying Equipment must be installed at a residence.
- Homebuilder or contractor-quoted purchases for new construction, multi-family, non- owner occupied, or any other special instant rebate program are NOT eligible and will be declined.
- o Must be residential equipment. Commercial equipment does NOT qualify.
- o Substitutions using Trane components are NOT allowed and will not be reimbursed.
- o This specific sales plan excludes Lowe's, The Home Depot, Sam's Club and/or BJ's sales.
- American Standard Oil Furnaces do not qualify for this promotion.

# **Advertising Support**

To support this offer, Dealer Guides and Kitchen Table Sell Sheets posted on MAX. To download, visit:

ASDealerNet > Marketing Center > MAX > Info Center > Promotions

To download Promotional Materials:

- MAX > Info Center
- On the left side, find Promotions
- Under Promotions, select the subcategory 2022 Fall Promotion

To download Ad Images:

- MAX > Image Library
- On the left side, find Ad Images
- Under Ad Images, select the subcategory Promotional



Newspaper and Direct Mail templates, billboards, and banner ads can be found under **Create An Ad**, located at the top left in the toolbar in MAX (see below).



- Advertising materials are available in a pre-written or customizable form through ASDealerNet > Marketing Center > MAX.
- All advertising for this Plan must adhere to the guidelines defined herein and by the Distributor. Advertising that does NOT follow these guidelines will not be eligible for MAF funding.
- All advertising must include plan sales dates. This may be in the body of the ad or the disclaimer.
- Dealers and Distributors are encouraged to use the pre-approval review process within MAX to ensure co-op eligibility prior to placing the advertisement.

# **Disclaimer**

PROMOTIONS WITH NATIONAL CONSUMER REBATE MUST MENTION THE FOLLOWING:

\*See your participating independent American Standard Dealer for complete program eligibility, dates, details, and restrictions. Available through participating independent American Standard Dealers. Special rebates from \$75 up to \$600. All sales must be to homeowners in the United States. Void where prohibited. Valid on Qualifying Equipment only. Offer expires 11/30/2022



# **Dealer Administration Notes**

- Participating Dealers must submit all NCP claim(s) at American Standard Dealer Rewards, accessible at ASDealerNet ->
  Marketing Center -> American Standard Dealer Rewards.
- Requires valid Dealer information on ASDealerNet.
- Requires Dealer to complete the American Standard Dealer Rewards registration process and Dealer must accept the Terms and Conditions prior to participating in the program.
- Dealer Sales are validated based on the following:
  - Serial Number(s). Serial Number(s) for all Qualifying Equipment must be provided and must be valid American
    Standard serial numbers
  - The Serial Number(s) submitted will retrieve the Model Number(s) and must Qualify for the promotion per Exhibit A
  - Sale Date must be within the Effective Period
  - Installation Date must be within the Effective Period
  - o Homeowner First and Last Name must be provided and name on invoice must match claim entry
  - Installation Address must be provided
  - A legible Dealer Invoice for the Homeowner, with model number(s), serial number(s) and sale price to homeowner must be submitted with the claim
- Dealer sales can be submitted on American Standard Dealer Rewards in bulk via the approved American Standard Dealer Rewards Bulk Submission template.
- A Dealer owner/principal may designate an administrative proxy to submit sales on behalf of the dealership.
- Dealer must offer ALL components of this offer to the Consumer
- Dealer must purchase equipment from American Standard through the normal, process utilizing existing pricing tier.
- All Qualifying Equipment must be offered to the homeowner during the Purchase Period, or the claim will be denied.
- All sales must be submitted via American Standard Dealer Rewards during the Submission Period, or the sale will be denied. Once a sale is determined to be valid, it is deemed a claim.
- The Rebate amount, as shown in Exhibit A, must be given in full to the Consumer when the Dealer completes the sale.
- NCP Rebates are credited to American Standard Dealers via a credit memo on a weekly basis.
- American Standard funds the full rebate amount, per Exhibit B.
- American Standard reserves the right to audit submitted claims at any time.



# **EXHIBIT A**

# **Qualifying Equipment for American Standard Fall 2022 National Consumer Promotion**

# **QUALIFYING SYSTEMS\* FOR FALL 2022 NATIONAL CONSUMER PROMOTION**

Instant Rebate	Outdoor Unit		Indoor Unit			
			S or L Series Furnace	Legacy Furnace		Air Handler
\$600	<b>Platinum 20</b> 4A7V0, 4A6V0		S9V2, S9V2-VS L8V1**	Platinum 95 AUHM/ADHM Platinum 80 AUD2-V/ADD2-V		TAM9:TAMX* TEM8,TEM6*,P0V0**
\$500	Platinum 19 4A6L9		S9V2,S9V2-VS L8V1**	Platinum 95 AUHM/ADHM Platinum 80 AUD2-V/ADD2-V		TAM9, TEM8,TEM6*,P0V0**
\$400	<b>Platinum 18</b> 4A7V8, 4A6V8	+	S9V2, S9V2-VS L8V1**	Platinum 95 AUHM/ADHM Platinum 80 AUD2-V/ADD2-V	OR	TAM9:TAMX* TEM8,TEM6*,P0V0**
\$100	Gold 17 4A7A7, 4A6H7 Gold 16/Silver16^ 4A7A6, 4A6H6 4A7L6, 4A6L6 Silver 15^ 4A7A5, 4A6H5 4A7L5, 4A6L5		S9V2, S9V2-VS S9X2, S9X1 S8X1, S8X2 L8V1**, L9X1**	Platinum 95 AUHM/ADHM Platinum 80 AUD2-V/ADD2-V Gold 80 AUD2-9V/ADD2-9V		TAM9,TEM8 TEM6,TEM4^ GAF2, GAM5, GMU/V POVO**
\$600	Platinum 16/15^ Packaged Unit        4YCZ6, 4WCZ6, 4WCZ6, 4DCZ6        4YCZ5, 4WCZ5, 4DCZ5					

# QUALIFYING COMPONENTS\* FOR FALL 2022 NATIONAL CONSUMER PROMOTION

Instant Rebate	S or L Series Furnace	Legacy Furnace
\$75	S9V2, S9V2-VS, S9X2 L8V1**, L9X1**, L8X1**	Platinum 95 AUHM/ADHM Platinum 80 AUD2-V/ADD2-V

- \* Products are eligible based on availability and must be sold/installed/claimed during the Effective Period. No substitutions or exceptions are allowed. Eligibility based upon American Standard comfort system configuration and use of American Standard products. Substitutions using any Trane components are not allowed and will not be reimbursed. The TEM6 Air Handler requires a Relay Panel when installed with a variable speed outdoor unit.
- \*\* Available in California Only
- ^ Includes 2023 DOE compliant models



# **EXHIBIT B**

# **Instant Rebates and Contribution Amounts**

System/ Component	Instant Rebate	Customer Care Dealer Contribution	American Standard Contribution
Platinum 20 Spilt System	\$600	\$0	\$600
Platinum 19 Split System	\$500	\$0	\$500
Platinum 18 Split System	\$400	\$0	\$400
Gold 17/16 Silver 16/15 Split System	\$100	\$0	\$100
Platinum 16 Packaged Unit	\$600	\$0	\$600
Furnace Only	\$75	\$0	\$75



# **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 American Standard Heating & Cooling and 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 distributor's/dealer's 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 a current, executed, and active 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 policy, which may be obtained at 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.



# **Sales Office Administration Notes**

- Distribute Sales Plan to Eligible Dealers.
  - The legal page of this document must be included in all local plans, along with the Regulatory and Disclaimer Information above.
  - Edit local contact information/etc. as required.
- The electronic Terms and Conditions contain all legal requirements and content of the traditional paper Dealer Participation Agreement. Sales Offices, at their discretion, may choose to collect and retain a signed paper Dealer Participation Agreement.
- Agree to assist American Standard in any/all audits of claims.
- Upon termination/expiration of a Dealer Agreement, funds will be forfeited.
- American Standard reserves the right to suspend a Dealer from participation in the program, or to terminate any Dealer's participation in the program, including but not limited to, the following circumstances for CC Dealers the Dealer violates the rules of the program; a Dealer engages in conduct that is deceptive or fraudulent, or not in compliance with any federal or state law or regulation; or the Dealer violates the terms of the Dealer Agreement. American Standard's decision shall be final in all matters relating to the interpretation of program rules and guidelines. In such cases, American Standard also reserves the right to require forfeiture of American Standard funds and debit applicable accounts and/or invoice the Dealer directly.
- Dealer Participation Agreements must be managed locally. The electronic Terms and Conditions, accepted by the dealer during registration on American Standard Dealer Rewards contain all legal requirements.