

2022

# American Standard Customer Care High Efficiency SPIFF Plan

Channel: DSO + IWD | Owner: Customer Experience Team

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





# Purpose

With a growing focus on sustainability, American Standard will encourage and incentivize the sale of energy efficient residential equipment, purchased using standard pricing from distributor and for retail replacement applications

# **Program Summary**

During the Effective Period, Eligible Participants will earn SPIFF dollars based on their sales of qualifying eligible equipment listed in Exhibit A ("Qualifying Equipment"). Sales made prior to or after the Effective Period are not eligible for this program.

All rewards will be issued on a weekly basis once claims achieve APPROVED status by the weekly cut off and paid Thursday. Claims moved into APPROVED status after the deadline will be paid on the following Thursday. American Standard will use its best efforts to review and process claims; however, no expedited requests will be accepted.

# **Effective Period**

Sale Date: January 1, 2022 – December 31, 2022

Installation Date: January 1, 2022 – January 7, 2023

Submission Deadline: Up to 90 days after the installation date -or- January 16, 2023, whichever comes first. Claims submitted after the Submission Deadline will be declined.

Last Day to Amend, Correct, or Edit Sale: January 26, 2023

# **Eligible Participants**

- DEALER PERSONNEL OR PRINCIPAL employed by an independent American Standard Customer Care (CC) dealer ("American Standard Dealer" or "Dealer"); and
- DEALER PERSONNEL OR PRINCIPAL must be the individual who closes the sale of the Qualifying Equipment; and
- DEALER PERSONNEL OR PRINCIPAL must be employed by an American Standard Dealer during the entirety of the Effective Period through and including the defined program Payout Date identified below; and
- In addition, each American Standard Dealer must have a signed Dealer Sales and Service Agreement with American Standard that includes a sales goal of at least \$100,000. Dealer must have a signed 2021 Dealer Sales Agreement or other signed, current, and active Dealer Sales and Service Agreement on file with the DSO or IWD, in order for any payouts to be made under this program; and
- Owner/Dealer Principal must authorize DEALER PERSONNEL OR PRINCIPAL to participate in the American Standard CC High Efficiency SPIFF Sales Plan, before DEALER PERSONNEL OR PRINCIPAL can register and/or submit claims; and
- Participating DEALER PERSONNEL OR PRINCIPAL are required to complete a one-time registration process to verify information and accept terms and conditions for American Standard programs. Registration can be completed any time by visiting **AS Dealer Net > Marketing Center > American Standard Dealer Rewards.**
- Participating Owner/Dealer Principal must have opted into the program and completed the CC enrollment via the American Standard MAX Site.



# **Program Requirements**

Eligible Participants must timely submit SPIFF claim of Qualifying Equipment for qualifying sales under this
program by visiting AS Dealer Net > Marketing Center> American Standard Dealer Rewards. Homeowner
invoices are required and should be attached to the submission.

The following information will be required for claim submission:

- Homeowner First and Last Name (Name on invoice must match claim entry)
- Sale Date
- Installation Date
- Installation Address
- Serial Numbers of all motor-bearing units (MBUs) sold
- Sale price of the MBU(s) sold
- A legible Dealer Invoice for the Homeowner, with model number(s), serial number(s) and sale price to homeowner

Please use computer-generated invoices instead of handwritten invoices when possible. Illegible or incomplete invoices may result in payment delays or declined claims.

- Sales of Qualifying Equipment must be reported no later than <u>January 16, 2023, ("Submission Deadline"</u>). No credit will be given for sales claims received after the Submission Deadline. DEALER PERSONNEL OR PRINCIPAL are encouraged to file as soon as possible to expedite their SPIFF payments.
- 3. Only Eligible Participants are eligible to earn SPIFFs. **No pooling or transferring of dollars is allowed.** Payments can only be made to DEALER PERSONNEL OR PRINCIPAL individuals who close the sale of Qualifying Equipment. No company or corporation payments will be made under this program.
- 4. Only Qualifying Equipment sales made during the Effective Period qualify. All offers are based on product availability. No substitutions or exceptions will be granted.
- 5. Each DEALER PERSONNEL OR PRINCIPAL participating in this program will receive incentive awards via a reloadable VISA card.
- 6. If the DEALER PERSONNEL OR PRINCIPAL leaves employment with the dealer or is terminated under any conditions, all unpaid SPIFFs and privileges are immediately forfeited, and no payout shall be made.
- 7. Each DEALER PERSONNEL OR PRINCIPAL participating in this program will receive a 1099 tax form and is responsible for any and all tax obligations for funds earned on this program.
- 8. American Standard reserves the right to audit submitted claims at any time.
- 9. New model numbers that replace units under this program will count towards SPIFF.
- 10. American Standard reserves the right to amend or cancel this Plan, or any portion thereof, in its sole discretion at any time.

# Award

Eligible Participants will earn SPIFF dollars for the sale of Qualifying Equipment (refer to Exhibit A) during the Effective Period.

Award payouts will be made to participating DEALER PERSONNEL OR PRINCIPAL each Thursday for all claims APPROVED between the Thursday before and the Wednesday of that week. It is highly recommended to submit claims on Friday/Monday/Tuesday for quickest approval and payment. No requests for expedited payments will be accepted.

### **EXHIBIT A – Qualifying Equipment**

Only Qualifying Equipment as defined in this Sales Plan is eligible for the SPIFF incentive. All offers are based on product availability. No substitutions or exceptions will be granted. Award amounts are based on the model family of the MBU. The chart below indicates the payout amount for each MBU sold if the claim is valid and approved by our Administrator.

Outdoor Units	Incentive Amount
4A7V0, 4A6V0	\$150
4A6L9	\$125
4A7V8, 4A6V8	\$100
4A7A7, 4A6H7	\$50
Indoor Units	
TAM9, TEM8, AUHM, ADHM, AUD2-C, ADD2-C	\$75
S9V2-VS, S9V2, TUD2-V, TDD2-V, P0V0*, L8X1*, L9X1*, L8V1*	\$50
Packaged Units	
4DCZ6, 4WCZ6, 4YCZ6	\$100

\*Only available in California, USA.

#### **IMPORTANT**:

- This program is only eligible for retail replacement installations and this program EXCLUDES: light commercial equipment, ductless/minisplits, Ameristar, RunTru<sup>™</sup>, and any equipment that is included on a residential new construction, non-owner occupied or multifamily quote.
- Homeowner invoice with model number, serial number and sales price will be required to be uploaded into American Standard Dealer Rewards (AS Dealer Net > Marketing Center > American Standard Dealer Rewards).
- Substitutions using Trane components are not allowed and will not be reimbursed.
- This specific sales plan excludes sales through any retail partnerships.



# **Administration**

- A. Participating DEALER PERSONNEL OR PRINCIPAL must submit SPIFF claim(s) for qualifying sales under this program by visiting **AS DealerNet > Marketing Center > American Standard Dealer Rewards.**
- B. Participating DEALER PERSONNEL OR PRINCIPAL must register on our Administrator's site to submit claims and to accept our Administrator's Terms and Conditions. Additionally, DEALER PERSONNEL OR PRINCIPAL must provide a valid U.S. Social Security Number in order to submit claims. Only those DEALER PERSONNEL OR PRINCIPALS who provide a valid U.S. Social Security Number are eligible to participate in the CC High Efficiency SPIFF Program.

Claims are validated based on the following:

- Homeowner First and Last Name must be provided and name on invoice must match claim entry
- Sale Date must be within the Effective Period
- Installation Date must be within the Effective Period
- The date the claim is submitted must be within 90 days of the Installation Date
- Installation Address must be provided
- Serial Numbers of all equipment must be provided and must be valid American Standard serial numbers
- The Serial Number submitted will retrieve the Model Number and Model Family and that Model must Qualify for the promotion per Exhibit A
- Sale price of all MBU(s) sold 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

# C. DEALER PERSONNEL OR PRINCIPAL have up to **90 days after the installation date** -*or*- January **16**, **2023**, whichever comes first, to submit claims.

- D. Claims can be submitted on American Standard Dealer Rewards one at a time or in bulk via a template provided by the program Administrator. DEALER PERSONNEL OR A PRINCIPAL may designate a proxy who can submit claims on his or her behalf.
- E. Only those claims that are approved will result in an incentive payment to the DEALER PERSONNEL or PRINCIPAL. Each Eligible Participant meeting all requirements set forth in this Sales Plan will receive incentive payments via a reloadable VISA card in his or name. The DEALER PERSONNEL OR PRINCIPAL'S name will appear on the reloadable VISA card and the DEALER PERSONNEL OR PRINCIPAL is responsible for any and all tax obligations for funds earned on this program. American Standard reports all CC High Efficiency SPIFF incentive income equal to or greater than \$600 to the U.S. Internal Revenue Service and DEALER PERSONNEL OR PRINCIPAL and will receive a 1099 for tax reporting purposes. No exceptions will be made.
- F. Sales of Qualifying Equipment must be reported by the Submission Deadline. No credit will be given for sales claims received after the Submission Deadline. Claims submitted after the Submission Deadline will be declined.
- G. American Standard reserves the right to audit submitted claims at any time.



## **Legal Requirements**

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

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#### Amendments, Modifications, or Exceptions

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

#### **No Other Obligation**

American Standard 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. American Standard 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 American Standard 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 American Standard.

#### **Privacy Policy Disclosure Statement**

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

#### Termination

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

About American Standard Heating and Air Conditioning

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