

2023

# American Standard Distribution Ownership Plan



# **Purpose**

This program is intended to provide an incentive for DSO American Standard Dealers and their Key Employees to install top of the line American Standard products in their personal residence or in the Dealer Principal's Business Showroom in order to experience or display the superior comfort and quality of our systems.

# **Consumer Offers**

Sales must be completed during the following time period: January 1, 2023 – March 31, 2024. Equipment must be purchased, installed, and discount applied during this effective period.

# **Eligible Participants**

All American Standard Dealer Principals and their Key Employees (employees designated by the American Standard Dealer Principal and approved by the local American Standard DSO) are qualified to participate in this incentive program (the "Plan"). Key Employees of the American Standard Dealer Principal must be specifically engaged in the sale, service or installation of American Standard products. Key Employees must be full-time employees and have been employed by their present employing Dealer for a period of at least six (6) months preceding a transaction under this Plan.

The Dealer's account must be current and Dealer must have a 2023 Dealer Sales and Service Agreement or other signed, current, and active Dealer Sales Agreement (or a American Standard Dealer Sales and Service Agreement that is still in effect during the Effective Period) on file with their local American Standard DSO. The dealer must be in good standing with the distributor.

# **Eligible Equipment**

See the Eligible Equipment chart found later in this document for specific products.

# **Conditions**

This incentive will be given based on the following criteria and subject to the following conditions:

- The installation and start-up of American Standard Eligible Equipment purchased under the terms of this Plan (maximum two systems per home) must be performed by an American Standard dealer.
- Only one (1) incentive submission per Participant per five (5) years will be given.
- The Eligible Equipment must be installed in the Eligible Participant's personal residence or in the Dealership's retail showroom. Eligible Equipment is nontransferable.



The American Standard Dealer who is purchasing the Eligible Equipment needs to complete and submit the attached Distribution Ownership Claim Form to the local American Standard DSO prior to ordering, so proper pricing can be submitted at time of order placement. However, a credit against a prior billed invoice can also be issued after the fact if the dealer submits a copy of their invoice with the claim form.

The Distribution Ownership Claim Form must be approved and executed by the local American Standard DSO before any price discount will be accepted and applied.

This special offer cannot be used with quoted pricing or in conjunction with any other consumer program or reduced price.

All Plan claims are subject to being audited at the sole discretion of American Standard. Further, at American Standard's discretion, American Standard may seek verification from Eligible Participants that Eligible Equipment has been installed in Eligible Participant's personal residence or the Dealership's retail showroom.

# **Distribution Ownership Program**

# **ELIGIBLE EQUIPMENT**

SPLIT OUTDOOR UNITS	DESCRIPTION	DISCOUNT
4A7V0 / 4A6V0	Platinum 20 VS	35%
4A6L9	Platinum 19 VS	30%
4A7V8 / 4A6V8	Platinum 18 VS	25%
4A7A6 / 4A6H6 or 4A7A7 / 4A6H7	Gold 16 or formerly Gold 17	20%
4A7A5 / 4A7L5 / 4A7L6 or 4A6H5 / 4A6L5/ 4A6L6	Silver 15 or formerly Silver 16	15%
4A7A4 / 4A6H4	Silver 14	10%
4A7A3	Silver 13	10%
·	Silver 13	10%

COILS	COILS DESCRIPTION	
4TXC / 4PXA / 4PXC-U / 4PXC-D	Premium Coils	10%
4MXC	Value Coil	10%

AIR HANDLERS	DESCRIPTION	DISCOUNT
TAMX	Hyperion	20%
TAM9	Hyperion	20%
GAM5	Hyperion	15%
Phased Out: GAF2	Hyperion	10%
TEM8 / TEM6/ TEM4	M-Series	10%
TMM4/ TMM5	TMM-Series	10%



FURNACES	DESCRIPTION	DISCOUNT
AUHM / ADHM	Platinum 95	25%
AUDC / ADDC	Platinum 80	20%
AUD2V / ADD2V	Gold 80v	20%
S9V2-VS	S9V2-VS	20%
S9V2	S9V2	20%
S8V2C	S8V2-C	15%
S9X2	S9X2	15%
S9X1	S9X1	15%
\$8X1	S8X1	15%
S8X2	S8X2	15%

PACKAGED UNITS	DESCRIPTION	DISCOUNT
4WCZ6 / 4DCZ6 / 4YCZ6	16 SEER	25%
4YCZ5 /4WCZ5 / 4DCZ5	15 SEER2	25%
4TCY5 / 4YCY5 / 4WCY5 / 4DCY4	15 SEER / 14 SEER	20%
4TCC4 / 4YCC4 / 4WCC4 / 4DCY4 / 4WHC4	13.4 SEER2	15%

ADD-ON ACCESSORIES	DESCRIPTION	DISCOUNT
ALINK360/AZON1050/ AZONE1040 / ZZONEPNL	Controls	20%
ZZONEEXP / BAYVRP / ZDAMP	Accessories	20%
ZSENS930	Remote RTH Sensor	20%
ACONT850AC52UA	Platinum 850	20%
ACONT824AS52DA	Gold 824	20%
ACONT724AS42DA	Silver 724	20%
AFD / EFD	AccuClean™	25%
EERVR100 / EERVR200 / EERVR300	FreshEffects™ Energy Recovery Ventilators	15%
EVENQF130V	Envirowise™ Ventilator	15%
EHUMD800A / EHUMD800LC	Envirowise™ Humidifiers	15%
EDHUM098 / EDHUM70V	Envirowise™ Dehumidifiers 1	
EQBFM	QuickBox™ Media Cabinet	15%



AIVIERISTAR		DESCRIPTION	DISCOUNT	

Ameristar Ductless	All Single and Multizone systems	30%
Ducted Split Systems	All air conditioning, heat pumps, air handlers, and furnaces	10%

# AS Mitsubishi equipment, excluding accessories (accessories not included in discount) AS Mitsubishi equipment, excluding accessories (accessories not included in discount) All METUS Equipment 10%

# **Administration**

# **DEALER**

To receive credit for American Standard Eligible Equipment sold and installed in the Dealer Principal's personal residence or the residence of eligible Key Employees, the American Standard dealer purchaser must complete and submit the attached Distribution Ownership Claim Form to the local American Standard DSO prior to ordering, so proper pricing can be submitted at time of order placement, however, a credit against a prior billed invoice can also be issued after the fact if the dealer submits a copy of their invoice with the claim form.

# **DSO**

When creating quote request, the complete name of the person receiving the product must be entered on the Project Name line after the letters VIP.



# **2023 Distribution Ownership Form**

Dealer Name:					
Oracle Number:		Worksh	neet Number:		
Form to be completed by e	equipment purchaser:				
Equipment being purchase	d by (check one): OD	ealer Princi	pal ( ) Key De	ealership Employee	O Dealer Showroom
Purchaser Name:			Title:		
Address:					
City:	State:		Zip:		
Equipment Requeste	ed: Model Numbers			Description	
By signing below, the purchas is to be installed on their prim					
Sig	gnatures		Pi	rinted Name	Date
Purchaser:					
Dealer Principal:					
DSO Manager:					

Completed Original Form Retained at DSO



# **Legal Requirements**

THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION OF AMERICAN STANDARAD HEATING & AIR CONDITIONING. IT MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN STANDARD HEATING & AIR CONDITIONING 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 & Air Conditioning, a business of Ingersoll-Rand Company and its affiliates ("American Standard Heating & Air Conditioning"). It is provided for the sole purpose of permitting the recipient to promote American Standard Heating & Air Conditioning 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 American Standard Heating & Air Conditioning 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 American Standard Heating & Air Conditioning confidential information.

# AMENDMENTS, MODIFICATIONS, OR EXCEPTIONS

This Program is governed by the terms and conditions of the distributor's/dealer's sales and service agreement with American Standard Heating & Air Conditioning. American Standard Heating & Air Conditioning 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 Heating & Air Conditioning in formal Guidelines or are signed by an authorized American Standard Heating & Air Conditioning representative. Any exceptions to the Program guidelines must be approved in writing by an authorized American Standard Heating & Air Conditioning representative.

### NO OTHER OBLIGATION

American Standard Heating & Air Conditioning 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 including, but not limited to, for any actions taken by the distributor/dealer as a result of this Program.

### **LEGAL LIABILITY**

By participating in this Program, each participating distributor/dealer warrants that its marketing Programs and initiatives are in compliance with all applicable laws, including antitrust pricing laws and federal/state/local regulations. American Standard Heating & Air Conditioning does not undertake any legal responsibility for the local management and execution of their marketing Programs. Except for the implied warranty of title and the warranties contained in American Standard's printed product warranty, no other warranties, whether oral, statutory or implied, including specifically and without limitation the implied warranty of merchantability and fitness for a particular purpose, shall apply to the products.

American Standard's liability in respect to said products shall be limited to American Standard's printed product warranty, and in no event shall American Standard be liable for incidental, consequential, indirect, punitive or special damages.

### **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 distributor's/dealer's account will be debited 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 Heating & Air Conditioning intellectual property (logo's, trademarks, creative).

## 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 of 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 <a href="https://www.americanstandardair.com">www.americanstandardair.com</a>. 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.

# **FINANCIAL STATUS**

Eligibility for Program and reimbursements are contingent upon Distributor/Dealer having a current, unexpired, and executed Distributor Agreement or Dealer Sales Agreement on file and their account being active and in good standing/current as determined solely by American Standard Heating & Air Conditioning.

TERMINATION: This sales plan is subject to termination or modification at any time by American Standard Heating & Air Conditioning.



About American Standard Heating and Air Conditioning

American Standard has been creating comfortable and affordable living environments for more than a century. For more information, please visit <a href="https://www.americanstandardair.com">www.americanstandardair.com</a>.

© 2023 American Standard Heating and Air Conditioning.