

The 45/90 Plan (Dealer Trip Incentive)



BDI SP22-03B

You have not one, but TWO opportunities to qualify for Free Butcher Distributors' Dealer Trips to



Past Trips Include: Hawaii, London, Punta Cana, New York, Las Vegas, San Francisco, Atlantis Resort/Bahamas, Washington, DC, Vail, Costa Rica, San Diego, Boston, Sandals Bahamas, Sandals Jamaica, Miami, Charleston, Secrets St. Martin

ELIGIBLE PERIOD:

January 1 through December 31, 2022

ELIGIBLE PARTICIPANTS:

Trane Dealers with 2021 equipment purchases **greater than \$100,000**, a signed 2022 Dealer Agreement, and a good credit standing with Butcher Distributors.

PURPOSE:

To provide an incentive for growing your business and/or selling more Trane Equipment, including the TruComfort™ Variable Speed Outdoor Units (XV18 and XV20).

PARTICIPATION

- A. Dealer to complete participation form (see Page 3) and email or fax to Debra Broussard by July 31, 2022,
 - Fax to (337) 837-2069; email debra@butcherdistributors.com.
 - This form will be used to identify your participation and initiate the tracking process for attaining the purchase goal.
- B. If a participation form is not completed by a dealer and faxed before July 31, 2022, then Butcher Distributors will view that dealer as not participating in this trip incentive.

PLAN DESCRIPTION

Trane Dealer can earn **maximum** 2 free trips either by qualifying on the Purchase Incentive Plan and/or TruComfort™ Variable Speed Incentive Plan.

Example: Dealer that purchases an additional \$45,000 or more in equipment for 2022 and also purchases minimum 12 TruComfort™ Variable Speed Outdoor Units will qualify for two free trips. No additional trips will be earned once the dealer meets this qualification.

- Trips are based on Double Occupancy, are not transferable, have no monetary value, and are not refundable.
 - Double Occupancy: If only one trip is earned, dealer must purchase a second trip to attend.
- Trip participants are dealer principals and management ONLY and must be 21 years of age or older

PURCHASE INCENTIVE PLAN

- A. Dealer purchases, from Butcher Distributors, an additional \$45,000 in equipment for 2022, thereby earning a free trip for one person.
- B. If Dealer purchases an additional \$90,000 or more in equipment for 2022, then the dealer earns an additional free trip for one person.
 - * Dealer can earn up to two free trips for a total of two people for purchasing an additional \$90,000 or more. (one free trip = one person).
- C. The additional purchases are based on your 2021 equipment purchases from Butcher Distributors, January 1 – December 31, 2021.
 - Example:
 - Trane Dealer purchased \$300,000 in 2021
 - 2022 purchases = \$300,000 + \$45,000 = \$345,000 (one free trip for one person)
 - 2022 purchases = \$300,000 + \$90,000 = \$390,000 (two free trips)
- D. Dealer can obtain 2021 equipment purchases from their Butcher Territory Manager (TM). Your Butcher TM will keep you updated on a monthly basis via Monthly Report Cards on purchases and progress for attaining the additional \$45,000 and \$90,000 in 2022 and earning the trip incentives.

TRUCOMFORT™ VARIABLE SPEED INCENTIVE PLAN

- A. Purchase minimum 12 TruComfort™ Variable Speed Outdoor Units (XV18 or XV20) in 2022 and earn a free trip for one person.
- B. Purchase minimum 24 TruComfort™ Variable Speed Outdoor Units (XV18 or XV20) in 2022 and earn an additional free trip for one person.
 - * Dealer can earn up to two free trips for a total of two people for purchasing a minimum 24 TruComfort™ Variable Speed Outdoor Units or more. (one free trip = one person).

TOOLS

There are many business and sales tools to utilize for the profitable growth of your business. Here is a list of the available tools/training we provide:

- ◆ Sales Boot Camp
- ◆ "Restructuring for Profit and Growth" Program
- ◆ TCS Program and Operations Manual
- ◆ Trane Spring and Fall Consumer Campaigns
- ◆ Trane Learning Management Free Online Sales Classes
 - includes TruComfort Variable Speed Sales class
- ◆ Butcher Distributors' People & Programs, and Trane Products
- ◆ Value of Selling High Efficiency
- ◆ Adding Retail Sales Professionals
- ◆ The Retail "Path to Profitability"
- ◆ Ad Club Participation
- ◆ Power Selling Pros' Coaching and Classes

Please use these and other tools available from Butcher Distributors. Your Territory Manager is trained and prepared to help you implement any one of these tools for your profitable growth!

SALES PLAN TERMINATION:

This sales plan may be terminated or modified at any time by Butcher Distributors, Inc. prior to December 31, 2022, but such termination or modification shall not affect rights hereunder with respect to sales or contractual commitments made prior to the time of such termination or modification. Any trips earned are subject to Dealer being considered in good standing within the credit terms of Butcher Distributors.

PARTICIPATION FORM

By my signature below I agree to participate in Sales Plan SP22-03B, The 45/90 Plan. I have read the plan and understand and agree with all terms set forth.

Dealer

Butcher Territory Manager

Dealer Representative's Signature

Date

Fax to Debra Broussard at (337) 837-2069 or email debra@butcherdistributors.com by July 31, 2022

The 45/90 Plan



Dealer Trip Incentive

QUESTIONS

If you have questions, speak with your TM or contact

Jenn Edens
(504) 620-7816
jedens@butcherdistributors.com

OR

Debra Broussard
(337) 330-1206
debra@butcherdistributors.com

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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 12 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 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 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. 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, but such termination or modification shall not affect rights hereunder with respect to sales or contractual commitments made prior to the time of such termination or modification.

ADMINISTRATION

Butcher will track growth (TY vs LY) and VS Sales in an Excel Spreadsheet.

Butcher reserves the right to replace dealers who cancel their trip.

Dealers who finish in Butcher's Top 10% in purchases may be awarded trips based on availability.

Butcher's President, Vice President, Sales Manager, Marketing Administrator, Trane Regional Manager, and some Territory Managers will host dealers on this trip.

Trip Location will be announced in May 2022.