

# Dealer Purchase Incentive Award Program (2022 DAC)

BDI SP22-07

 **BUTCHER**  
DISTRIBUTORS

**The Dealer Award Credit (DAC) program  
is developed to assist Trane Dealers  
in the representation and  
marketing of Trane products**



## Plan Summary

- The purpose of Dealer Award Credits (DAC) is to provide Trane Dealers with assistance in purchasing Trane promotional items, identification items, training, literature and advertising.
- Butcher Distributors will automatically accrue a dealer award fund based on the dealer's 2022 **(January 1 through November 30)** gross purchases, less purchases on quoted products.
- Trane Dealers earn Dealer Award Credits for Non-Quoted purchases.
  - ▶ For every dollar of Non-Quoted Equipment purchases, dealer's earn .50% in DAC.
    - Example: Dealer's non-quoted equipment purchases for specific period = \$20,500  
Dealer earns 102.50 incentive credits for \$102.50.  
Earned incentive credits equal \$1.00 per credit.
- Dealers will receive statements reflecting accrued award credits for 2022.
- Dealer Award Credits (DAC) are redeemable only against qualifying items purchased and invoiced during 2022, the current year for which credits are earned.

## ELIGIBLE PARTICIPANTS

- This program is eligible for Butcher Distributors (hereinafter referred to as "Butcher") and their participating independent Trane Dealers.
- Dealer must have a signed 2022 Dealer Sales Agreement (DSA) on file, be in good standing with Butcher, and purchase \$50k in non-quoted Trane equipment in 2022.

## ELIGIBLE ITEMS

- **Advertisements must be pre-approved by Butcher Distributors (Debra Broussard or Sarah Grimboll).**
- See spreadsheet at end of sales plan for Ad Requirements and Claim Requirements.
- Eligible Items include:

ACT Group Boot Camp Class	Newspaper
Billboards	On-Hold Messaging
Branded Merchandise	Online Banner/Display Ads
Branded Uniforms & Apparel	Over the Top
Dealer Outdoor Building Signs	Local Presence Management (LPM) through DAC
Dealer Trips	Radio
Direct Mail	Search Engine Optimization (SEO)
Door Hangers	Social Media Advertising
Events, Shows, Exhibits	Stationary/Promotional Items
*Google Local Services	Television
Grandy Planning for Profit Class	Vehicle Logo Decals
Keyword Search Advertising	Vehicle Wraps
Literature	Website Development
Magazine	Yard Signs

\*Advertising activity must be through Mediagistic or Search Kings and have a pre-approval number from Comfortsite.

Mediagistic and Search Kings have turn-key digital and social advertising plans designed specifically for Butcher's dealers. See your TM or Jenn Edens (504) 620-7816 for specifics.

## Guidelines

- See co-op guide for specifics on ad requirements and claim requirements. The guide can be found on [www.butcherdistributors.com](http://www.butcherdistributors.com), after logging-in, under Sales Plans.
- Dealers must use the new Trane logo to be eligible for co-op. Visit [NewTraneLogo.com](http://NewTraneLogo.com) to download.

## INELIGIBLE ITEMS

- Advertising that does not meet eligibility guidelines
- Office equipment/supplies/vehicles/software
- Customary and standard “business expenses”
- Charitable contributions
- Barter, trade or equivalent value
- Fees for additional zip codes in dealer locator
- Production expenses for individually produced creative
- Classified liner ads
- Advertising in religious publications (i.e. church bulletins)
- Local sports sponsorships
- Market research
- Dealer outings (i.e. golf outings, dinners, etc.)
- TCS survey/program fees
- Calendars
- Call centers and answering services
- Political contributions
- Placemats
- Event, entertainment and travel expenses not tied to an approved sales incentive plan
- Uniform rental
- Self-invoiced expenses -all expense must be invoiced by a 3<sup>rd</sup> party (excluding distributor to dealer spiff awards and dealer/distributor equipment ownership expenses)
- Online business listing fees such as Angie’s List, Yelp and BBB

## ELIGIBLE PARTICIPANTS

- **Dealer must submit proper documentation** (see below spreadsheet for Claim Requirements) **to Debra Broussard by December 15, 2022.**
  - **Documentation must include Pre-Approval number for any advertisements.**
  - **Copy of Invoice must be within 60 days from invoice date.**
- Dealer Award Credits are redeemable only against qualifying items purchased and invoiced during 2022, the year for which credits were earned.

## QUESTIONS

- If you have any questions, contact your TM or  
Debra Broussard (337) 330-1206 OR Jenn Edens (504) 620-7816

## LEGAL REQUIREMENTS FOR DISTRIBUTORS AND DEALERS

**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 Trane U.S., Inc., and its affiliates (“Trane”). It is provided for the sole purpose of permitting the recipient to promote Trane 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 Trane 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 Trane confidential information.

### **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 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 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 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](http://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.