

American Standard Set The Standard Sales Event  
Spring 2019 Consumer Incentive Program



*American Standard*<sup>®</sup>  
HEATING & AIR CONDITIONING

## PURPOSE

This consumer program is intended to drive American Standard sales growth above 2018 levels and provide the dealer with a strong closing tool. Consumers can take advantage of a financing offer or instant rebate when they complete early, pre-season purchases of American Standard systems. Also, Customer Care Dealers receive an exclusive sales extension with this offer.

## CONSUMER OFFERS

Consumers will receive an instant rebate based on the system purchased or a special financing option. The two offers are mutually exclusive, i.e., the finance offer may **not** be combined with the instant rebate.

Buy 2 Systems  
Get 2 Rebates!

### OFFER 1:

#### Up to \$1,000 in instant rebates on Qualifying Equipment

See Exhibit A attached for qualifying models approved for use in this offer.

*Homeowners may receive the value of multiple consumer instant rebates for multiple qualifying purchases per equipment in Exhibit A.*

**-OR-**

### OFFER 2:

#### Special Financing

**Celebrating 10 years of our industry leading Wells Fargo consumer financing program for American Standard HVAC dealers across the US. The following promotional financing offers are sponsored with support from Wells Fargo.**

0% APR with 24 equal monthly payments, OR  
0% APR with 36 equal monthly payments, OR  
0% APR with 48 equal monthly payments, OR  
0% APR with 60 equal monthly payments

Advertising  
the Financing  
Offer?

**Read This!**

All advertised financing offers require a disclaimer. Please see the disclaimer section found later in this document for more details.

Financing offers apply only to American Standard Qualifying Equipment as listed in the chart found later in this document that are financed under the American Standard/Wells Fargo program and will not apply to any incremental purchases/charges placed on the Wells Fargo Home Projects® card issued by Wells Fargo Bank, N.A.

***These offers cannot be combined with each other or with any other national American Standard consumer offer.***

## EFFECTIVE PERIOD

### – Effective Period: *American Standard Dealers*

- Purchase period: March 15 – May 15, 2019
- Install/Funding from Wells Fargo: March 15 – May 15, 2019
- Claim Submission: March 15 – May 31, 2019
- Last day to amend, correct, add to, or edit claims or Dealer claims: June 15, 2019

**\*NEW\*** All claims must be submitted within **30 days** of the date of installation of the Qualifying Equipment or by May 31, 2019, ***whichever comes first*** (“Submission Deadline”) to be eligible under this plan. ***No credit will be given for claims received after Submission Deadline.***

### – Effective Period: *American Standard Customer Care Dealers*

- Purchase period: March 15 – June 15, 2019
- Install/Funding from Wells Fargo: March 15 – June 15, 2019
- Claim Submission: March 15 – June 30, 2019
- Last day to amend, correct, add to, or edit claims or Dealer claims: July 15, 2019

**\*NEW\*** All claims must be submitted within **30 days** of the date of installation of the Qualifying Equipment or by June 30, 2019, ***whichever comes first*** (“Submission Deadline”) to be eligible under this plan. ***No credit will be given for claims received after Submission Deadline.***

## ELIGIBLE PARTICIPANTS

- Participating independent American Standard Dealers (hereinafter “Dealer”) must have a signed 2019 Dealer Sales Agreement or other signed, current, and active Dealer Sales Agreement on file with the Distributor & be in good standing with the Distributor and American Standard; and
- In order to offer the financing promotion, the Dealer must be enrolled and in good standing with Wells Fargo; and
- Residential homeowners must purchase Qualifying Equipment from a participating Dealer within the dates listed in the Effective Period; and
- All installations must be located in the United States.

## QUALIFYING EQUIPMENT AND SALES

Only Qualifying Equipment as defined in this Sales Plan is eligible for any of the above-stated program options. All offers are based on product availability. No substitutions or exceptions will be granted.

- Qualifying Equipment under this Plan:
  - System (eligible Outdoor unit + matching Furnace or Air Handler + Nexia® control as listed in Exhibit A); or
  - Component (Package Unit + Nexia control as listed in Exhibit A)

*Please refer to Exhibit A in this plan for specific Qualifying Equipment by model number.*

- Nexia® connected controls that exist under this Plan are:
  - ACONT624AS42DA / ACONT824AS52DA or ACONT824AS52DB
  - ACONT850AC52UA / AZONE950AC52ZA / AZON1050AC52ZA
- Dealer sales to a builder without a direct homeowner purchase at the time of sale are not eligible under this plan.
- This offer is not valid on installations for commercial purposes. Qualifying Equipment must be installed at a residence. Commercial installations, 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.
- Must be residential equipment. Commercial equipment does not qualify.
- Substitutions using Trane components are not allowed and will not be reimbursed.
- American Standard Oil Furnaces are not eligible for this promotion.

### ADVERTISING SUPPORT

To support this offer, **kitchen table sell sheets** will be distributed when they are available. To download these, visit ASDealerNet > Marketing Center> MAX > Info Center> Promotions.

To download Radio and TV Tags, and TV Art Cards:

- Visit MAX > Info Center
- On the left side, find the category called ‘Promotions & Advertising’
- Select the subcategory under ‘Promotions & Advertising’ called ‘2019 Spring Promotion’. Tags will load on the right side. Click ‘Download’ for the tag you want to download.

To download Ad Images:

- Visit MAX > Image Library
- On the left side, find the category called ‘Ad Images’
- Select the subcategory under ‘Ad Images’ called ‘Promotional’. Images will load on the right. Click ‘Download’ for the image you want to download.

Newspaper and Direct Mail templates, billboards, and taggable banner ads can be found under ‘Create An Ad’, which is the first selection on the toolbar at the top in MAX (see below). Non-taggable banner ads can be found in the Image Library.

- 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.
- Advertising that mentions any finance offer (i.e., 0% APR for 48 months) **MUST** include the appropriate disclaimer.
- **Dealers MUST use the pre-approval review process within MAX to ensure co-op eligibility prior to placing any advertisement.**

## REGULATORY AND DISCLAIMER INFORMATION

Dealer must comply with all Wells Fargo advertising requirements, including any and all regulatory information and disclaimer information, contained on the Wells Fargo Online Resource Center.

*The instructions below are for reference only. You must use the Wells Fargo advertising requirements on the Wells Fargo Online Resource Center that can be found by visiting:*

[https://retailservices.wellsfargo.com/programs/df3080921/en\\_US/pdfs/advertising\\_requirements.pdf](https://retailservices.wellsfargo.com/programs/df3080921/en_US/pdfs/advertising_requirements.pdf)

### REQUIREMENTS:

- Check your price sheet to make sure the promotion you're advertising is available.
- Use the correct disclosure. **All** mentions of financing require one.
  - Ads that use trigger terms (such as 0% or No interest) require the most disclosure.
- Make any disclosures and limitations of your offer clear and conspicuous to the customer
  - Minimum purchase or down payment: If you require either of these, you must incorporate it into the advertising mention
  - Expiration date: if the offer is not always available ensure you include an expiration date.
- Follow the minimum type size requirements for disclosures:
  - Print—8 point font
  - Digital—10 point font
- Do not use these words or phrases: Interest-free, Same as cash, As low as, Up to, Easy financing, No credit check.
- Avoid using the word “save;” there must be a clear separation between “save” and a financing offer.

### DISCLAIMER INFORMATION:

- Effective dates must be included either in the disclaimer or the body of the ad.
- Disclaimer **must** be included in all advertising mentioning this offer.

### GENERAL FINANCING PROMOTIONS (fewest requirements)

General financing promotions can be used anytime or when it's more practical due to space limitations.

#### 1. Choose your general headline

- Examples:
  - Looking to pay over time? Special financing available.\*
  - [XX] months special financing available\*
  - Buy now, pay over time\*
  - Financing that fits your budget\*
  - Payments that fit your budget\*

#### 2. Add a general disclosure

- Choose one:
    - \* Subject to credit approval. Ask for details.
    - \* With approved credit. Call for details.
- For online ads only; details shown one-click away:
- \* Subject to credit approval. Click here for details.
  - \* With approved credit. Click here for details.

### SPECIAL TERMS PROMOTIONS (full disclaimers required)

- When advertising specific financing promotions, full disclosures are required.
- Trigger Terms—words or phrases that prompt additional regulatory disclosures in the headline, subhead, and/or disclosure of the advertisement to clarify the credit costs and terms that are being promoted. Trigger terms to be aware of when promoting financing include, but are not limited to:
  - No Interest
  - Statement of interest, such as 0% or 9.90% APR
  - Monthly payment amount

Special Rate, Equal Monthly Payments (like 36, 48, and 60 months) requires Headline + Full Disclosure

- 1) How this promotion works:
  - a. Customers make equal monthly payments with a 0% APR over a specified time period
  - b. 0% APR continues to apply until the qualifying purchases are paid in full
- 2) Headline examples
  - a. 0% APR for 48 Months\*
  - b. No Interest for [X] Years\*
- 3) Full disclosure required:

\*The Wells Fargo Home Projects® credit card is issued by Wells Fargo Bank, N.A., an Equal Housing Lender. Special terms apply to qualifying purchases charged with approved credit. The special terms APR will continue to apply until all qualifying purchases are paid in full. The monthly payment for this purchase will be the amount that will pay for the purchase in full in equal payments during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions. For new accounts, the APR for Purchases is 28.99%. If you are charged interest in any billing cycle, the minimum interest charge will be \$1.00. This information is accurate as of 1/1/2019 and is subject to change. For current information, call us at 1-800-431-5921. Offer expires xx/xx/19.

\*\*See your independent American Standard Dealer for complete program eligibility, dates, details and restrictions. Special financing offers or rebates up to \$1,000 valid on Qualifying Equipment only. Offers vary by equipment. All sales must be to homeowners in the United States. Void where prohibited.

For TV and Radio Only:

- 1) Eligible disclaimer:

\*See your independent American Standard Dealer for details.

\*\*Call 888-534-6894 for financing program details about credit costs and terms. Regular APR is 28.99% for newly opened accounts. APR may vary. Subject to credit approval. Offer expires xx/xx/2019.

**PROMOTIONS WITH CONSUMER REBATE MENTION ONLY (no financing mention)**

\*See your participating, independent American Standard Dealer for complete program eligibility, dates, details and restrictions. Special instant rebates from \$100 up to \$1000. All sales must be to homeowners in the United States. Void where prohibited. Valid on qualifying systems only. Offer expires x/xx/2019.

**WELLS FARGO FINANCING SPECIAL REMINDER**

**Wells Fargo Credit Connect Reminder - Paperless Processing From the Smart Phone**

With our promotion approaching there's no better time to use Wells Fargo Credit Connect, where customers enter their own information directly into a dealer's Smartphone, Tablet, or Laptop — removing the need to direct them to a website or handle their sensitive data. The dealer can even close the transaction with their Smartphone, Tablet, or Laptop by using an electronic invoice, eliminating the prior need to handle any paperwork associated with a paper charge slip. Dealers can enroll with a new shortened enrollment form\* and once they complete a short credit connect training they can process transactions 100% electronically.

Wells Fargo Credit Connect frees dealers up to do what they do best, save time and reduce errors.

If you have any questions, contact your Regional Finance Manager:

Thomas Kieta | 1-770-329-9899

\*Dealers enrolled prior to January 1, 2010 may need to complete an updated dealer enrollment packet

## DEALER ADMINISTRATION NOTES/ADDITIONAL NOTES



Must  
Read

- Validate Dealer information on ASDealerNet.
- Offer all components of this offer to the consumer.
- Dealers **MUST** use the **National Promotion Specific Plan Codes as identified in this Sales Plan** when funding with Wells Fargo. Failure to utilize the appropriate Plan code may result in inappropriate funding/reimbursement and adjustments will not be accommodated post funding/claims.
  1. Special Rate of 0% APR with 24 equal monthly payments  
**Plan code: 3524**
  2. Special Rate of 0% APR with 36 equal monthly payments  
**Plan code: 3526**
  3. Special Rate of 0% APR with 48 equal monthly payments  
**Plan code: 3528**
  4. Special Rate of 0% APR with 60 equal monthly payments  
**Plan code: 3530**
- Dealer agrees to be debited the instant rebate rate in its entirety by Wells Fargo at the time of funding. The Dealer will then submit for reimbursement of the American Standard/Distributor share by visiting ASDealerNet -> Marketing Center -> American Standard Dealer Rewards.
- Dealers will be reimbursed from their Distributor at minimum on a monthly basis.

### **Claim Processing for Financing Reimbursement:**

- Dealer will complete the financing process through the American Standard Wells Fargo financing program.
- Dealers should provide Wells Fargo with the **appropriate Plan Number shown above.** Enter the plan code for this promotion inside the 'Terms of Purchase' box on the Wells Fargo invoice under special rate equal pay or payments.
- Complete the boxes on the Wells Fargo invoice using the standard procedure including Authorization #, Merchant Ticket/Invoice #, Description, Total Amount Financed.
- Wells Fargo will fund the Dealer as usual minus the applicable instant rebate rate.
- **The dealer will be responsible for any finance charges incurred that exceed the maximum finance reimbursement of \$800.** The reimbursement of \$800 is based solely on the amount financed and the rate associated with the financing term for the sale. It is not based on the number of systems purchased. The dealer must cover the difference between the actual finance charges and the maximum reimbursement, plus their original financing percentage.





### Submitting finance claims:

- Dealers are required to accept program Terms and Conditions as part of a one-time registration step, required before a claim can be submitted. To accept these terms, the Dealer should visit ASDealerNet -> Marketing Center -> American Standard Dealer Rewards.
- The Dealer will enter a financing claim by visiting ASDealerNet -> Marketing Center -> American Standard Dealer Rewards. They will subsequently be reimbursed the American Standard/Distributor portion for all approved claims that meet the guidelines found in this document.
- After the required information is provided and the claim is approved, they will subsequently be reimbursed the American Standard/Distributor portion.
- Dealer must submit a copy of the homeowner's invoice as a Wells Fargo funding receipt on all requests for financing reimbursement. An example of a Wells Fargo funding receipt is shown in Exhibit D of this document. Also, a link is available on the financing portal with instructions on how to find the Wells Fargo funding receipt. Note that any document other than the Wells Fargo Funding Receipt, such as authorization forms or charge slips, cannot be substituted.
- Dealer must have the Wells Fargo consumer account number in order to enter a claim.
- Dealer should use the serial number found **on the equipment**.
- Note that if any model or plan code is accidentally omitted from the sale, the entry must be deleted and submitted again. Careful review before submitting is encouraged.
- **For dealers participating in the Standard Promotion Period, claims submitted after 30 days of the date of installation or after May 31, 2019, whichever occurs first, will not be processed.**
- **For Customer Care Dealers, claims submitted after 30 days of the installation or after June 30, 2019, whichever occurs first, will not be processed.**

**Note: Dealers entering claims should carefully review all models and serials to verify all entries as well as Wells Fargo plan codes to make sure they are complete and correct before submitting. Adjustments will not be made for claims submitted under the wrong promotion name or against the wrong plan code.**

- Financing claims may vary by a few pennies based on rounding and carrying of decimals in the dealer/American Standard reimbursement split.
- Agree to abide by all Sales Plan parameters and will only be reimbursed for claims following these guidelines.
- Note: Dealers will be able to complete the application process via Wells Fargo up to 3 business days from the sales date and complete the funding process via Wells Fargo up to 3 business days after the installation date in order to give time to close out the financing process.
- Claims failing to validate on the above points will be denied. If upon audit, it is found that reimbursement was received on any claim that is later determined to be ineligible; Dealer will be billed back in full and or invoiced, at American Standard's sole discretion, all consumer and processing costs associated with the program.
- For additional assistance with a financing claim, Dealers may reach support at 1-855-886-3628 or email [AmericanStandardDealerRewards@360incentives.com](mailto:AmericanStandardDealerRewards@360incentives.com).



### **Claim Processing for consumer instant rebates:**

- Consumer instant rebate as shown in Exhibit C is given in full to homeowner when they complete a qualifying claim.
- Dealers are responsible for funding 50% of the total consumer instant rebate as shown in Exhibit C. Dealers will receive an account credit to cover the other 50% of the incentive.

### **Submitting consumer instant rebate claims:**

- All sale and installation dates must satisfy the promotion requirements, or claim may be denied.
- Dealer must complete the consumer rebate submission online within 30 days of the install or by the claim submission date, whichever occurs first. Failure to do so will result in a denied claim.
- Rebate requests must be accompanied by a homeowner invoice.
- Claims paid on returned products are subject to reversal.
- Claims with illegible invoices may be declined.
- Incomplete, early, or late submissions will be declined.
- American Standard reserves the right to request additional information to validate a claim and inspect any installation that is part of this program.
- **Claims submitted after 30 days of the date of installation or after May 31, 2019, whichever occurs first, will not be processed.**
- **For Customer Care Dealers, claims submitted after 30 days of the installation or after June 30, 2019, whichever occurs first, will not be processed.**
- All financing or instant rebate claims will be validated on:
  - Approved participating Dealer
  - Program periods (sales, installation, submission) by cost center
  - Qualifying Equipment
  - Valid/non-duplicated serial numbers
  - Confirmation of correlating Wells Fargo funding of job and dollar amount
  - **Invoice attached to the claim containing:**
    - **Complete address with city spelled out, state, and zip**
    - **Full first and last name**
    - **Date of install**
    - **Model and serial for each model**
    - **Dealer information**
    - **Rebate reflected on homeowner's invoice as 'American Standard Spring Promo'**



## LEGAL REQUIREMENTS

**THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION OF AMERICAN STANDARD 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 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.

### **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 [www.americanstandardair.com](http://www.americanstandardair.com). 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 an 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.