

Residential Line Set Warehouse Inventory Liquidation Sale - CO



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SALES PLAN #:	RS-SP002C
PROGRAM NAME:	Residential Line Set Warehouse Inventory Liquidation Sales
CHANNEL:	Company Owned - Residential Dealers
PUBLICATION DATE:	01/28/2020
OWNER:	Jennie Bergman

PURPOSE

The purpose of this program is to stimulate demand for slow moving or excess inventory in our Residential Distribution Centers (DC's) and DSO warehouses by offering a price discount on the purchase of master case quantities of line sets

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EFFECTIVE PERIOD

Sales of Qualifying Line Set Accessories must be ordered between 1/22/2020-3/31/2020

ELIGIBLE PARTICIPANTS

- 1) Independent Trane dealers (“Dealer”), who make Qualifying Product purchases through their DSO Equipment account during Effective Period; and
- 2) Dealer must have a signed and current Dealer Sales Agreement on file with the local DSO; and
- 3) Dealer must be in good financial standing according to Trane Credit Department.

QUALIFYING PRODUCT AND SALES

Only a Qualifying Product as specifically listed below and in the required Master Carton Quantity listed in this Sales Plan is eligible for the below-listed price discount. All offers are based on product availability. Price Discount offer is only good while supplies last. No substitutions or exceptions will be granted.

RES SKU	Res Old SKU	RES Description	Master Carton Qty	DSO Standard Price	DSO 20% Price Discount
TAYREFLN165A	TAYREFLN165	LINESET 1/4 X 5/8 X 50FT	8	\$193.00	\$154.40
TAYREFLN155A	TAYREFLN155	LINESET 1/4 X 5/8 X 25FT	12	\$110.00	\$88.00
TAYREFLN565A	TAYREFLN565	LINESET 1/4 X 1/2 X 35FT	12	\$133.00	\$106.40
TAYREFLN960A	TAYREFLN960	BRAZED LINE SETS-PURCH	12	\$138.00	\$110.40
TAYREFLN325A	TAYREFLN325	KIT; TUBES, 7/8IN. SUCTION, 3/8IN. LIQUID, 25 FT LENGTH	12	\$150.00	\$120.00
TAYREFLN965A	TAYREFLN965	BRAZED LINE SETS-PURCH	8	\$177.00	\$141.60
TAYREFLN170A	TAYREFLN170	BRAZED LINE SETS-PURCH	8	\$405.00	\$324.00
TAYREFLN065A	TAYREFLN065	BRAZED LINE SETS-PURCH	8	\$326.00	\$260.80
TAYREFLN575A	TAYREFLN575	BRAZED LINE SETS-PURCH	8	\$340.00	\$272.00
TAYREFLN970A	TAYREFLN970	BRAZED LINE SETS-3/8"x5/8" 100' length	8	\$477.00	\$381.60
TAYREFLN160A	TAYREFLN160	LINESET 1/4 X 5/8 X 35FT	12	\$139.00	\$111.20
TAYREFLN560A	TAYREFLN560	LINESET 1/4 X 1/2 X 25FT	12	\$106.00	\$84.80
TAYREFLN955A	TAYREFLN955	BRAZED LINE SETS-PURCH	12	\$103.00	\$82.40

TAYREFLN570A	TAYREFLN570	LINESET 1/4 X 1/2 X 50FT	8	\$183.00	\$146.40
TAYREFLN950A	TAYREFLN950	KIT; TUBES, 5/8 IN SUCTION, 3/8 IN LIQUID, 50 FT LENGTH	8	\$174.00	\$139.20
TAYREFLN055A	TAYREFLN055	LINESET 1/4 X 3/8 X 35FT	12	\$129.00	\$103.20
TAYREFLN060A	TAYREFLN060	LINESET 1/4 X 3/8 X 50FT	8	\$177.00	\$141.60
TAYREFLN050A	TAYREFLN050	LINESET 1/4 X 3/8 X 25FT	12	\$102.00	\$81.60
TAYREFLN740A	TAYREFLN740	KIT; TUBES, 3/4 IN SUCTION, 3/8 IN LIQUID, 40 FT LENGTH	8	\$175.00	\$140.00
TAYREFLN725A	TAYREFLN725	KIT; TUBES, 3/4 IN SUCTION, 3/8 IN LIQUID, 25 FT LENGTH	8	\$113.00	\$90.40
TAYREFLN340A	TAYREFLN340	KIT; TUBES, 7/8IN. SUCTION, 3/8IN. LIQUID, 40 FT LENGTH	8	\$229.00	\$183.20

GUIDELINES AND ADMINISTRATION

- 1) Trane reserves the right to suspend a Dealer from participation in the Program, or to terminate any Dealer's participation in the Program under the following circumstances: The Dealer violates the rules of the Program; A Dealer engages in conduct that is deceptive or fraudulent, or not in compliance with any federal or state law or regulation; or the Dealer violates the terms of its Dealer Agreement. Trane's decision shall be final in all matters relating to the interpretation of Program rules and guidelines. In such cases, the Dealer will forfeit any accrued benefits in accordance with this Plan and Trane also reserves the right to collect any Trane funds received by Dealer and debit applicable accounts as necessary. No credits will be given on equipment or parts that are returned to Trane regardless of reason.

LEGAL REQUIREMENTS

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 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 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.