

2017 AMERICAN STANDARD GET MORE SALES EVENT

TERMS AND CONDITIONS AND MATRIX

PURPOSE

The American Standard Get More Sales Event is designed to give American Standard Dealers two compelling consumer offers to aid lead generation, improve closing rates, and to upgrade consumers into higher efficiency, more featured American Standard Heating and Air Conditioning Systems.

EFFECTIVE PERIOD

Sales must be completed during the following time period:

Standard Promotion Periods

Purchase period: March 15 – May 31, 2017

Installation by and Claim must be submitted no later than 30 days after sales date.

Customer Care Extended Promotion Period:

Purchase period: June 1 – June 30, 2017

Installation by and Claim must be submitted no later than 30 days after sales date.

CONSUMER OFFERS

Consumers may choose from either 1) Special Rate 0% APR with 36 equal monthly payments; or 2) An Instant Rebate of up to \$1100 (see Exhibit A for all Qualifying Equipment Rebate Details) The two offers are mutually exclusive, i.e., the finance offer may not be combined with the instant rebate. The offers only apply to selected American Standard Heating and Air Conditioning Qualifying Equipment (as defined on Exhibit A).

OFFER 1: FINANCING

0% APR, 36 Equal Monthly Payments Required

Dealers may offer 0% APR for 36 months.

Dealers may offer 0% APR for 48 or 60 months. The dealer is responsible for the cost difference.

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 Home Projects® credit card issued by Wells Fargo Financial National Bank.

OFFER 2: INSTANT REBATE

Up to \$1100

when consumers purchase certain Qualifying Equipment

OR

ELIGIBLE PARTICIPANTS

American Standard IWD's (hereinafter referred to as "Distributor") that have elected to participate and their participating independent American Standard dealers, as defined as below are eligible to participate in this program:

- 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 during 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 as detailed in Exhibit A. All offers are based on product availability. No substitutions or exceptions will be granted.

- “Qualifying Equipment” under this Plan is defined as a:
 - System (eligible Outdoor unit + matching Indoor unit + Nexia™ control as listed below).
 - Ductless System (Outdoor + Indoor) as listed in the chart below; or
 - Component (Furnace + Nexia™ Control or Package Unit + Nexia™ Control as listed in the chart below)
- American Standard Oil Furnaces are not eligible for this promotion.
- Substitutions using Trane components are not allowed and will not be reimbursed
- Dealer sales to a builder without a direct homeowner purchase at the time of sale are not eligible under this Plan.

ADVERTISING SUPPORT

- Advertising materials are available in a pre-written or customizable format through ASDealerNet/Marketing Center/MAX.
 - New promotional templates will be available to download for use in advertising.
- All advertising for this Plan must adhere to the guidelines defined herein and by the Distributor.
- 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 36 months) **MUST** include the appropriate disclaimer.
- **Dealers and Distributors are encouraged to use the pre-approval review process within MAX to ensure co-op eligibility prior to placing the advertisement.**

REGULATORY AND DISCLAIMER INFORMATION

The instructions below are for reference only. **Please review the Wells Fargo advertising requirements on the Wells Fargo Online Resource Center.**

REGULATORY INFORMATION

Regulatory requirements for advertising all 0% APR, Equal Payments: i.e., “Special Rate 0% APR, 36 equal payments required:”

- The length of the financing promotion and the interest must be included in the headline,
For example: 0% APR with equal payments for 36 months

Regulatory requirements for advertising a monthly payment:

- You must feature a specific item when promoting monthly payments (i.e. American Standard Air Conditioning System)
- In close proximity to the “monthly payment amount” headline/subhead the following must be clear and conspicuous:
 - Must include the total amount of payments to purchase the specific item and the time period to pay in full.

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.
 - For **generic language** that does **not** mention an APR or payment for financing offer (For example: “Purchase a new Qualifying American Standard System and take advantage of 36 Month Special Financing”).
 - Broadcast (TV/Radio)
See your participating independent American Standard Dealer or visit AmericanStandardAir.com for complete program eligibility, dates, details and restrictions.
 - Print
See your participating independent American Standard Dealer or visit AmericanStandardAir.com for complete program eligibility, dates, details and restrictions. Available through participating independent American Standard dealers. Special financing offers and instant rebates from \$75 up to \$1,100. All sales must be to homeowners in the United States. Void where prohibited. Valid on qualifying systems only. Offer expires May 31, 2017 for Standard Dealers, and June 30, 2017 for Customer Care Dealers.
 - If using **specific language** that **does** mention an APR, or term for financing offer (0% APR/36 months) when advertising with TV or Radio Only
Special Financing or Rebates available on Qualifying Products. See your independent American Standard Dealer for details. Call 888-840-8084 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 May 31, 2017 for Standard Dealers, and June 30, 2017 for Customer Care Dealers.

- If using **specific language** that **does** mention an APR, payment, or term for financing offer (0% APR/36 months) Non TV/Radio Advertising
*See your independent American Standard dealer for complete program eligibility, dates, details and restrictions. Special financing offers OR instant rebate from \$100 up to \$1100 valid on qualifying systems only. All sales must be to homeowners in the United States. Void where prohibited. **The Wells Fargo Home Projects credit card is issued by Wells Fargo Financial National Bank, 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 3/1/2017 and is subject to change. For current information, call us at 1-800-431-5921. Offer expires May 31, 2017 for Standard Dealers, and June 30, 2017 for Customer Care Dealers.

DEALER ADMINISTRATION NOTES/ADDITIONAL NOTES

FINANCE OFFERS

- Validate Dealer information on ASDealerNet.
- 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.
- For any Qualifying System using the financing offer, American Standard's and Distributor's combined reimbursement obligation is subject to a maximum reimbursement amount as set forth in Exhibit B ("Maximum Dealer Financing Reimbursement"). Any sale by Dealer of a Qualifying System that exceeds the "Corresponding Amount Financed," will only be reimbursed up to the corresponding Maximum Dealer Financing Reimbursement amount in Exhibit B. Dealer will be solely responsible for any financed amount that exceeds the Corresponding Amount Financed in Exhibit A.

0% APR

with 36 equal monthly
payments

Plan code: 3263

0% APR

with 48 equal monthly
payments

Plan code: 3264

0% APR

with 60 equal monthly
payments

Plan code: 3265

- Dealer agrees to be debited the discount 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 through the Promotional Claim Center (PCC).
- IWD Dealers will be reimbursed from their Distributor at minimum on a monthly basis.
- Please Refer to Exhibit B for Financing Plan Codes, Reimbursement Amounts, and Maximum Dealer Credits
- Please be aware of the maximum dealer finance reimbursement listed in Exhibit B.
 - **The dealer will be responsible for any finance charges incurred that exceed the maximum finance reimbursement by product.** The dealer must cover the difference between the actual finance charges and the maximum reimbursement, plus their original financing percentage.
 - **Example 1** (within maximum amount eligible for IWD and American Standard contribution):
 - Customer Care Dealer A sells a Platinum 20 Variable Speed System for \$13,000. The homeowner chooses the 36 Month Financing Option.
 - Under the current finance rates, the dealer will receive 88.53% of the Total Job funding from Wells Fargo. Wells Fargo's fee is 11.47% for that rate plan.
 - The dealer will enter the system, customer, and sales information on PCC and receive a credit from their distributor for \$1138.87 (which is inclusive of both American Standard and IWD contribution).
 - The dealer is ultimately responsible for \$352.23 of the finance charge of the original \$1491.10 (which is withheld by Wells Fargo during processing).
 - **Example 2** (EXCEEDS maximum amount eligible for IWD and American Standard contribution):
 - Customer Care Dealer A sells a Platinum 20 Variable Speed System for \$16,000 (maximum amount eligible for IWD and American

Standard contribution on this Qualifying Equipment is \$15,000 –see corresponding Column C in Ex. B). The homeowner chooses the 36 Month Financing Option.

- Under the current finance rates, the dealer will be receive 88.53% of the Total Job funding from Wells Fargo. Wells Fargo's fee is 11.47% for that rate plan.
- The dealer will enter the system, customer, and sales information on PCC and receive a credit from their distributor for \$1314.08 (which is inclusive of both American Standard and IWD contribution - see Column B).
- The dealer is ultimately responsible for \$521.12 of the finance charge of the original \$1835.20 [$\$1835.2 - \$1314.08 = \521.12] (which is withheld by Wells Fargo during processing).

***** Please note this finance offer includes fixed reimbursement percentages. The Dealer contribution will vary based on financed amount and the Dealer's Customer Care program participation. Please check the percentages on the Dealer reimbursement chart included in this document for your reporting purposes.**

CLAIM PROCESSING

- Dealer will complete the financing process through the American Standard Wells Fargo financing program and provide Wells Fargo with the **appropriate Plan Number**.
- Wells Fargo will fund the Dealer as usual minus the applicable discount rate.
- The Dealer will enter a claim on the Promotional Claim Center (PCC) and will subsequently be reimbursed the American Standard/ Distributor portion.
 - Dealer should use the serial number found on the equipment, not the invoice.
 - Dealer must have the Wells Fargo consumer account number in order to enter a claim.
 - **Claims submitted after 30 days from the date of sale will not be processed.**
- Claims must be timely submitted by the dealer and will be processed through the Promotional Claim Center - PCC (accessible via ASDealerNet).
 - Accept Terms and Conditions on Promotional Claim Center (PCC) while submitting the first claim against the Plan (once the Terms & Conditions are accepted, this step will not be necessary for all subsequent claims under the Plan).
- Dealers must claim **all open programs** against a product/system sales **at the same time**. Claims will lock once payment is processed and will not be able to be changed to ensure eligibility for other programs.
- All 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
 - Additional information which will be verified:
 - Consumer name
 - Valid address based on Melissa (Post Office) data
 - Valid phone number
- 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.

INSTANT REBATE

All Rebate Amounts are to be split 50% Dealer, 50% IWD and American Standard.

Exhibit A - Qualifying Equipment & Instant Rebate Amounts

AMERICAN STANDARD QUALIFYING EQUIPMENT: ELIGIBLE SYSTEMS FOR 2016 FALL PROMOTION											
Instant Rebate	Outdoor Unit	Indoor Unit			Air Handler(s)	Required Control					
\$1,000	Platinum 20 Variable Speed 4A7V0; 4A6V0	Platinum 95 AUHM ADHM	Platinum 80 AUD2-C ADD2-C	Gold S9V2* S9V2	TAM8	Acculink Platinum 950 or Acculink Platinum 850					
\$800	Platinum 18 Variable Speed 4A7V8; 4A6V8	Platinum 95 AUHM ADHM	Platinum 80 AUD2-C ADD2-C	Gold S9V2* S9V2	TAM8						
\$700* / \$600	Gold 17 4A7A7; 4A6H7	+	Platinum 95 AUHM; ADHM	Platinum 80 AUD2-C; ADD2-C	Gold 95v (97% AFUE markets only) AUH2-V ADH2-V	Gold 80v AUD2-V	Gold S9V2 S9V2	OR	TAM7; TAM8; TEM6	+	950, 850, 824, or 624 American Standard Control
\$500* / \$400	Silver 16 4A7A6; 4A6H6		Any American Standard Furnace (Except Oil Furnaces)			Any Air American Standard Air Handler					
\$400* / \$300	Silver 16 with Gold 95v (97% AFUE markets only) 4A7A6/4A6H6 + AUH2V/ADH2V		Gold 95v AUH2V; ADH2V								
\$600* / \$500	Gold 17 with Gold 95v (97% AFUE markets only) 4A7A7/4A6H7 + AUH2V/ADH2V		Gold 95v AUH2V; ADH2V								

SYSTEM BONUS REBATES

*This Fall, Gold 17 & Silver 16 systems using an American Standard coil receive a \$100 bonus above the standard \$600 --Gold 17 & \$400--Silver 16 Rebates.
Include An AccuClean Air Cleaner on Any Qualifying Split System Rebate, and Receive an Extra \$100 Rebate.

Instant Rebate	Packaged Units	Must bundle Packaged System and American Standard control to be eligible for instant rebate.		Required Control
\$600	Platinum 16 4YCZ6; 4WCZ6; 4DCZ6	+		950, 850, 824, or 624 American Standard Control
\$400	Gold 15 4WCY5; 4YCY5; 4TCY5			
\$400	Gold 14 4DCY4			

AMERICAN STANDARD QUALIFYING EQUIPMENT: ELIGIBLE COMPONENTS FOR 2016 FALL PROMOTION

Instant Rebate	Furnace	Must bundle Furnace with any American Standard Split AC or Heat Pump, and an American Standard control to be eligible for instant rebate or special financing.		Required Control
\$250	Platinum 95 AUHM; ADHM	+	Any American Standard Air Conditioner or Heat Pump	950, 850, 824, or 624 American Standard Control
\$200	S Series S9V2			
\$100	Gold 95v (97% AFUE markets only) AUH2V; ADH2V			

Products are eligible based on availability and must be sold/installed/claimed during the promotion period. No substitutions or exceptions are allowed.

Eligibility is based upon a American Standard comfort system configuration and use of American Standard products.
* 4A7V0 and 4A7V8 requires BAY24VRPAC52DC Relay Panel + S9V2.
The allowance for each eligible American Standard system is listed above.
American Standard Oil Furnaces do not qualify for this Promotion.

Exhibit B – Financing Reimbursement and Maximum Reimbursements

DEALER Reimbursement Schedule

Products are eligible based on availability and must be sold/installed/claimed during the promotion period.

Eligibility is based upon use of American Standard products. At least one American Standard Comfort Control must be included with each system/product purchase.

The finance program for each eligible American Standard product/system are listed below.

Customer Care	0% APR/36 Months (Plan Code 2941)				0% APR/48 Months (Plan Code 2943)				0% APR/60 Months (Plan Code 2945)			
Consumer Promotion Rates	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution
	11.78%	6.00%	3.07%	2.71%	13.34%	6.00%	3.07%	4.27%	15.10%	6.00%	3.07%	6.03%

American Standard Dealer	0% APR/36 Months (Plan Code 2941)				0% APR/48 Months (Plan Code 2943)				0% APR/60 Months (Plan Code 2945)			
Consumer Promotion Rates	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution	Total Discount Rate Due To Wells Fargo	Discount Rate Points Reimbursed by American Standard	Discount Rate Points Reimbursed by IWD	Dealer Contribution
	12.78%	6.00%	3.07%	3.71%	14.34%	6.00%	3.07%	5.27%	16.10%	6.00%	3.07%	7.03%

MAXIMUM FINANCING REIMBURSEMENT PER SYSTEM

Qualifying System	Maximum Dealer Financing Reimbursement	Corresponding Amount Financed
Platinum 20 Variable Speed	\$1,269.80	\$14,000.00
Platinum 18 Variable Speed	\$1,133.75	\$12,500.00
Gold 17 (with or without 95v)	\$997.70	\$11,000.00
Silver 16	\$725.60	\$8,000.00
Platinum 16	\$816.30	\$9,000.00
Gold 15, Gold 14	\$634.90	\$7,000.00
Platinum 95	\$498.85	\$5,500.00
Gold 95v, S9V2	\$408.15	\$4,500.00

Please refer to Exhibit A for Eligible System Requirements.
Maximum Dealer Reimbursement is inclusive of American Standard and IWD (Distributor) Contribution.
Financing Reimbursements cannot be combined with Instant Reimbursements.
American Standard Oil Furnaces do not Qualify for this Promotion.

Exhibit C – Dealer/Distributor/AS Rebate Shares

CONTRIBUTION AMOUNTS FOR DEALER/IWD/AMERICAN STANDARD			
Model Family	Consumer Instant Rebate	Dealer	IWD/American Standard
Platinum 20 Systems	\$1,000	\$500	\$500
Platinum 18 Systems	\$800	\$400	\$400
Gold 17 Systems	\$600	\$300	\$300
Gold 17 System + AS Coil	\$700	\$350	\$350
Silver 16 Systems	\$400	\$200	\$200
Silver 16 Systems + AS Coil	\$500	\$250	\$250
Platinum 16 Package Unit	\$600	\$300	\$300
Gold 15 Package Unit	\$400	\$200	\$200
Gold 14 Package Unit	\$400	\$200	\$200
Platinum 95 (Furnace)	\$250	\$125	\$125
S Series (Furnace)	\$200	\$100	\$100
Gold 95v (Furnace)	\$100	\$50	\$50
AccuClean Bonus (when included w/qualifying system)	\$100	\$50	\$50

LEGAL REQUIREMENTS FOR DISTRIBUTORS AND DEALERS

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. 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.