

# Top Ten Sales Incentive Plan



**EFFECTIVE PERIOD:** January 1 through December 31, 2018

**ELIGIBLE PARTICIPANTS:** Outside Territory Managers (TMs) or Sales Managers (SMs) for American Standard Heating and Air Conditioning Independent Wholesale Distributors (IWD)

**PURPOSE:** To provide recognition and reward for the Top 10% of Territory Managers/Sales Managers that exceed plan results in 2018 Total Revenue Sales and 2018 Current Year New Dealer dollars.

**ELIGIBLE PARTICIPANTS:** In order to be eligible for the 2018 Top Ten Sales Incentive Plan, American Standard Heating and Air Conditioning TM/SMs must meet the following criteria:

- A. TM/SM must have been responsible for an outside sales territory since **June 1, 2017**.
- B. TM/SM total territory plan for 2018 must be a minimum of **\$1.5M** in American Standard Heating and Air Conditioning (including Ameristar) product sales.
- C. SMs must be individually responsible for at least 10 purchasing dealer accounts.
- D. 100% realization of TM/SM's 2018 Total American Standard Heating and Air Conditioning (& Ameristar) Gross Sales Billed plan.
- E. Must accomplish **\$150K** in 2018 Current Year New Dealer dollars.
- F. Awarded TM/SM must still be an American Standard TM/SM at the time of the awarded trip.

**PLAN METRICS, WEIGHTING AND SCORING:**

- A. The TM/SM will earn performance points in two individually weighted metrics:

Plan Metric	Scoring	Weight
1. Total Revenue	2018 Dollar variance to plan. Total Revenue is defined as American Standard equipment purchases including Ameristar, American Standard branded Geothermal, Ductless, and Nexia products. Service First parts, 3 <sup>rd</sup> party coils, 3 <sup>rd</sup> party mini-splits and any other non-American Standard branded equipment/accessory are not eligible.	70%
2. New Dealer Development	2018 Current year new dealer sales. Current Year New Dealers are defined as a dealer purchasing a minimum of \$25,000 in American Standard equipment in 2018 and less than \$1 in American Standard equipment in 2017.	30%

- B. Performance for each criterion will be individually ranked. Then, each metric will be multiplied by their assigned weighting as listed above.
- C. Plans for Total Revenue and 2018 Current Year New Dealer sales for the entire IWD office were set by the Regional Managers and communicated to their respective IWD offices. Plans for the TM's are set locally and communicated to the TM. TM plans have already been set and approved by the Regional Manager. Individual TM plans must collectively equal the IWD's net overall budgets after accounting for inside sales/house accounts volume and dealers assigned to sales leaders.
- D. All IWD plans come from approved TM Justification worksheets and must be on file with Zoe Emerson prior to March 31, 2018.
- E. IWDs must report individual TM performance using the "Monthly Data Collection" YTD updates are due by the 9<sup>th</sup> of the following month to the Regional Manager.
- F. Beginning with June results, Top Ten standings will be posted in the American Standard Connection 30 to 40 days after month end. Final standings will be after the Award Event in 2019.
- G. **Any account assignments made during the course of the year that has an impact on sales plans must be communicated to the Regional Manager. IWD's must send an updated TM Justification worksheet to Zoe Emerson. Any plan changes will require the approval from the Regional Manager and John Hofmann.**

#### **AWARD RECOGNITION:**

- A. The Top Ten % Winning Territory Managers and their guest will be hosted to a special trip destination that will be communicated at a later date.
- B. IRS regulations consider awarded prizes as additional compensation (and therefore taxable to the recipient). IWD employees will be issued 1099 forms. By participating in this Plan, Territory Manager agrees and acknowledges that it is responsible for any tax obligations for prizes earned on this Plan.

**DISCLAIMER:** American Standard Heating and Air Conditioning reserves that right to change, modify, or cancel at any time without notice.

# ***Top Ten Territory Manager Program***

## ***2018 Participant Registration***

Each participant must complete this registration form.

Owner/Sales Manager's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Distributor Name: \_\_\_\_\_

- Yes! I choose to participate in the 2018 Top Ten Territory Manager Program. I understand the requirements stated in this Sales Plan.**
- I understand the importance of supplying accurate Territory Manager performance. I also understand that American Standard may request documentation to support information provided.**

Principle/Sales Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Regional Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I agree that the information submitted on this form is true and correct to the best of my knowledge. If any information herein is incorrect I understand that I forfeit any and all points accrued during the Program.

## **LEGAL REQUIREMENTS**

**THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION OF AMERICAN STANDARD U.S., INC. IT MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN STANDARD 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 American Standard U.S., Inc., and its affiliates ("American Standard"). It is provided for the sole purpose of permitting the recipient to promote American Standard 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 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 confidential information.

### **AMENDMENTS, MODIFICATIONS, OR EXCEPTIONS**

American Standard 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 in formal Guidelines or are signed by an authorized American Standard representative. Any exceptions to the program guidelines must be approved in writing by an authorized American Standard representative.

### **NO OTHER OBLIGATION**

American Standard 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. American Standard 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 American Standard 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 American Standard.

### **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 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.AmericanStandard.com](http://www.AmericanStandard.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.

**TERMINATION** This sales plan is subject to termination or modification at any time by American Standard.