



ClimateMaster “GeoElite®” Premier Dealer Program – 2018

Effective from Jan. 1, 2018 to Dec. 31, 2018

This document is available for download on cmdealernet.com. Revised 3/15/2018.

Criteria:

1. Sales volume: Current ClimateMaster dealers: Minimum Geothermal units 10 systems in 2017, with potential to exceed 10 units in 2018; New ClimateMaster dealers: Proof of selling >10 units with competitor in 2017, with potential to exceed 10 units in 2018.
2. Training: At the time of being designated as a GeoElite® dealer, at least one installer/service person located at dealership must have taken the following at least once since Jan 1, 2016. These courses must be taken by the installing technician and not the business owner.
 - The ClimateMaster 202 Service/Installation Course
 - The Trilogy Training Course
3. The Distributor that the Dealer is affiliated with must have at least one Technician on staff that attended the Train-The-Trainer course since January 1, 2016.
4. Distributor to verify and ensure that he will sell Trilogy systems only to dealers that meet the necessary training criteria as established above.
5. Exclusivity: GeoElite® Dealer must sell only ClimateMaster products, where offered. Cannot advertise/display geothermal competitor brand on website or be listed on competitor's dealer locator.
6. Number of dealers per county: To be determined by CLM Regional Account Manager based on market potential. Not to exceed 3 in any county.
7. Other: Distributors may impose other criteria for dealers in their specific markets.

Costs

1. Agreement and fees: GeoElite® dealers must sign and submit “2018 GeoElite® Program Participation Agreement”. There are two options for the annual fee:
 - a. GeoElite Premium: Annual fee of \$1500 per dealer sign up. Dealers that pay this get the additional 3% coop dollars
 - b. GeoElite Standard: Annual fee of \$0. Dealers that choose this option get all the
2. benefits of the program except for the 3% additional coop.
- There is a change to some of the training fee schedule as per below. Note that in accordance with ClimateMaster's Coop program, the training fee is covered by Coop at 50%. This includes
3. any training fee charged by ClimateMaster only.
- CM202 at Distributor location - \$2000 flat fee for Distributor. Distributor may recoup cost from
4. attending dealers
- Trilogy Training Class at distributor location - \$3000 flat fee for Distributor. Distributor is also responsible for arranging shipment and payment for transporting the Trilogy demo unit. These
5. logistics to be coordinated with the Trainer. Distributor may recoup cost from attending dealers
6. Trilogy Training Class at OKC - \$600 per attendee (covers course fee, meals and hotel)
- Train-the-Trainer Class at OKC – no change (Returning student \$750/ New student \$2250) (covers course fee, meals, hotel and training kit (new student training kit))

Benefits:

1. Lead distribution: CLM GeoElite® dealers will get preferential treatment in any leads distributed by ClimateMaster.
2. Dealer locator designation: CLM GeoElite® dealers will be clearly denoted as premium dealers on the dealer locator.
3. 100% Consumer satisfaction for first installed year. Refer to ClimateMaster 100% Guarantee Guidelines at the end of this document. Proper commissioning and service paperwork must be maintained and submitted to CLM District Manager.
4. Eligible for expedited warranty parts delivery: GeoElite® dealers will be shipped warranty parts that are in stock within 24 hours if order is placed before 2 PM.
5. Exclusive ad materials will be made available on CMdealernet.com
6. Additional Co-op: GeoElite® dealers that elect to pay the \$1500 annual fee will be allocated a co-op budget of 5% of prior year's sales (vs standard 2%). Distributors will submit these claims for 50% reimbursement from ClimateMaster. This must be offered to dealers and these co-op dollars will be budgeted separately for Distributor claiming. Only co-op expenditures by GeoElite® dealers are eligible to be claimed from this account.
7. Trilogy Personal Use Program rebate



Process:

1. Submission by Distributor on behalf of each Dealer:
 - a. For GeoElite Premium, place an order on the CM Business Center for Part Number: **"GEOELITE"**. The price per Dealer is \$1,500 for the full year.
 - b. For GeoElite Standard, place an order on the CM Business Center for Part Number: **"RESGEOELITENOFEE"**. The price per Dealer is \$0 for the full year.
 - c. Insert the Dealer(s) name in the "order notes" section of the Business Center check out screen.
 - d. Submit signed "2018 GeoElite® Program Participation Agreement" for each Dealer by going to <https://climatemaster.wufoo.com/forms/climatemaster-2018-geoelite-dealer/>
2. Approval: Once reviewed by CLM Marketing and audited by CLM Regional Account Manager, the Dealers will be designated ClimateMaster GeoElite® and CM Distributor will be invoiced the Dealer fee of \$1,500 X # of approved GeoElite® Premium Dealers.
3. Once approved, Dealers will be:
 - a. Assigned special designation on the CM Dealer locator
 - b. Added to lead generation sheet to give preferential treatment
 - c. Mailed 100% Home Owner Satisfaction Registration Forms

Once a product is sold, the "Homeowner registration form" for 100% satisfaction guarantee must be emailed to GeoEliteDealer@climateMaster.com to be eligible for 100% satisfaction.

Future Disqualification:

- a. Distributor: Distributors can remove a dealership from the CM GeoElite® program, by submitting request to CLM Marketing (GeoEliteDealer@climateMaster.com) and copying Regional Account Manager for the following reasons:
 - a. Credit
 - b. Competitor product sale
 - c. Not meeting training requirements
 - d. Customer complaints
- a. ClimateMaster marketing: ClimateMaster marketing can remove the dealer from the program (in consultation with Distributor) for:
 - a. Advertising competitive Geo Products
 - b. Repeated failure to follow up on leads
 - c. Customer complaints

Dealers are independent and are not affiliated, certified or endorsed by ClimateMaster.



Guidelines for 100% Satisfaction Guarantee Claims

Unit to be removed and purchase price refunded to consumer OR

Unit to be removed and replaced with another Unit of the same model

1. Customer is dissatisfied with the unit
2. Dealer tries to correct the problem to the customer's satisfaction. Customer is still not satisfied and requests a replacement/refund. The Distributor Service Manager must be involved prior to system replacement to assure all technical and application issues are addressed. Start-up form, Troubleshooting form and service history documents must be filled/maintained and submitted to Distributor.
3. Distributor works with ClimateMaster Technical Services Department to resolve the issue. Contact ClimateMaster at techsupport@climatemaster.com
4. After the Dealer obtains the Distributor Service Manager and ClimateMaster approval, the Dealer replaces the unit with the same model and removes the existing unit OR dealer refunds customer the price of the unit (as stated on the 100% Satisfaction Guarantee form (this will be a 2- part form-one copy given to the customer during installation and one copy retained by the dealer) and removes the existing unit. It is the Distributor's responsibility to qualify or dispute the removal of the existing unit. It is recommended that the dealer leave the removed unit with the Distributor for the Distributor to donate to a trade school or to use in their own training lab. The removed unit cannot be re-sold under any circumstances either by the dealer or by the Distributor.
5. Dealer files a claim with ClimateMaster through the Distributor. Distributors can submit claims to satisfactionclaims@climatemaster.com.
6. ClimateMaster processes the claim per standard warranty guidelines and credits the Distributor the price at which the unit was sold to the Distributor.
7. The Distributor then credits or refunds the dealer the price the dealer paid the Distributor for existing unit. Timing of refund or credit to the dealer is at the Distributor's discretion.
- 8.

CUSTOMER IS RESPONSIBLE FOR PAYING THE DIFFERENCE IN THE RETAIL PRICE OF THE UPGRADED UNIT/SYSTEM INSTALLED AND THE EXISTING UNIT/SYSTEM THAT IS REMOVED.

Note: The 100% Satisfaction Guarantee is not to be used in situations where a regular warranty will suffice. Refund or replacement under the 100% Satisfaction Guarantee is only to be used as the final step when all other means of resolving a problem have failed.



Homeowner's Registration Form

100% Homeowner Satisfaction Money back guarantee

If for any reason you, the original purchaser, are not satisfied with your ClimateMaster Geothermal Heat Pump, the original installing Contractor ("Dealer") will repair the problem to your satisfaction or remove the ClimateMaster equipment and refund the purchase price, subject to Conditions and Limitations listed below. This guarantee will remain in effect for one year after the original installation date. This guarantee is non-transferable.

Owner Name:	
Address:	
City, State, Zip	
Phone:	

Installing GeoElite® dealer:*Installing Dealer Name Pre-printed*

Dealer Address

Dealer City, State, Zip

Dealer Phone #

Model:	Serial Number:
Model:	Serial Number:
Additional ClimateMaster equipment comprising system (Model #'s)	
Thermostat:	Electric Heater:
Pumping:	
Installation Date:	
Total Purchase Price:	Covered Equipment Refund Amount:

Owner accepts conditions and Limitations listed below:

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<u>Owner Signature</u>	<u>Dealer Signature</u>
<u>Date</u>	<u>Date</u>
Homeowner's signature	GeoElite® Dealer's Signature
Date	Date
	Contract #

Conditions and Limitations

1. This offer is applicable only to ClimateMaster residential class equipment installed in your personal residence.
2. Amount shown in the Covered Equipment Refund Amount is the amount of the purchase price to be refunded by the Dealer in the event the 100% Satisfaction Guarantee is executed.
3. Homeowner is responsible for painting, patching or restoration work in the event that the ClimateMaster unit is removed.
4. Owner must provide access for the system to be removed weekdays between 8 a.m. and 5 p.m.
5. Covered Equipment Refund Amount is based on labor and material necessary for the installation of the ClimateMaster equipment only. Additional items that remain on the premises i.e. geothermal loops, other piping, ductwork, electrical/plumbing upgrades, registers, grills and fees, permits and finance charges are not subject to refund. Owner agrees to allow the Dealer and service representative a reasonable number of attempts and ample time for the resolution of the dissatisfaction or for the approval of the eventual removal of the unit.
6. This guarantee does not cover, and neither the Dealer nor ClimateMaster Inc. are responsible for the cost to replace or reinstall owner's original equipment.
- 7.



2018 GeoElite® Program Participation Agreement

This Agreement is entered into between the Dealer and the ClimateMaster Authorized Distributor. The Dealer agrees that it is acting only as an independent contractor and is not an agent, employee joint venture or partner of the Distributor or of ClimateMaster, Inc. By entering into this Agreement, the Dealer further agrees to the following:

1. To honor and follow the current GeoElite® Program Minimum volume and other requirements to participate in the program. To
2. honor and follow the current GeoElite® Program Requirements as posted on GeoEliteDealer.com.
3. To actively participate in the Customer Satisfaction Survey Process. Dealer authorizes ClimateMaster and its customer satisfaction survey representative to contact the Dealer's customers for the purpose of conducting a customer satisfaction survey. Dealer understands that its customers will provide ClimateMaster with information regarding their entire purchase/installation or service experience. ClimateMaster will provide the dealer with a survey report for each customer surveyed. Requests for immediate problem resolution will be forwarded to the Dealer for personal attention. All survey information becomes the property of ClimateMaster and will be held in strict confidence.
4. To honor the 100% Satisfaction Guarantee for consumers in accordance with the terms of the ClimateMaster GeoElite® Dealer Program Sales Plan and obtain a signed commissioning form from each installation customer.
5. Dealer may not assign this Agreement without the prior written consent the ClimateMaster Authorized Distributor.
6. Dealer will protect, defend, and indemnify ClimateMaster and the ClimateMaster Distributor, and their respective affiliated companies, employees, officers, and directors against, and hold harmless from, all claims, actions, proceedings, liabilities, by each, arising from or relating to the Dealer's sale, installation, servicing, promotion and, or advertising of ClimateMaster products or the conduct of Dealer's business or any allegation or claim that Dealer has failed to comply with any law, rule, regulation, order, or directive applicable to Dealer's business. Conditioned upon Dealer providing ClimateMaster immediate advance notice of any incident that could give rise to a claim or receipt of notice of a claim, ClimateMaster agrees to defend, indemnify and hold the Dealer harmless from any loss or claim arising solely out of an inherent defect in any of ClimateMaster's products provided that the Dealer fully cooperates with ClimateMaster in the handling of such claim.
7. Dealer agrees that the determination whether Dealer has met the criteria for participation in the Program shall be made solely and exclusively by ClimateMaster or the ClimateMaster Authorized Distributor.
8. Dealer agrees to the program criteria and training requirements as outlined in the program document.
9. This Agreement remains in effect so long as the Dealer continues to meet all participation requirements of the program and pays the annual fee as due and owing, or until the Dealer indicates in writing their desire to opt out of the program. The Dealer will be notified of any changes to the Program and may opt out at any time. The annual fee is non-refundable regardless of when the Dealer desires to terminate their participation. Additionally, this Agreement shall terminate at the same time as the ClimateMaster Distributor Agreement is terminated. 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. Dealer may not modify this Agreement without the prior written Agreement of ClimateMaster. However, at any time, upon written notice, ClimateMaster may terminate or modify The GeoElite® program or this Agreement.
10. This Agreement shall be construed, and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oklahoma.

Dealer Name _____

Signed _____ Date _____

Printed Name _____ Title _____