

# **Policy Manual**

For

**Sales Representatives** 

**June 2025** 

# **Table of Contents**

# Contents

Tulsa & Longview Order Entry Requirements	1
Procedures for Outside Net Items	2
AAON ECat Order Entry Screen for Outside Net Items	4
Order Revisions	5
Line 4 & 5 Approval Process	6
Premium Ship Requests	7
Commissions-Sales Policy, Multi-territory Orders	8
Open Account and Sales Terms	12
AAON Credit Information and Documentation	13
Terms and Conditions of AAON's Pre-Payment Cash Discount	15
State & City Sales Tax	18
National Account Sales Policy	20
National Account Request Form	23
Special Pricing Authorizations (SPA)	24
Representative Special Controls Guideline	25
Special Controls Locations Drawings	28
NAIC Testing Policy	35
Customer Visit Policy	37
Shipping Policy	38
Shipping Policy for Line 4 and 5 Equipment	39
Tulsa Rooftop Freight Rate Instructions	40
Longview Freight Rate Instructions	46
Limited Warranty Policy Overview	49
Warranty Claims Filing Procedures	51
RGA Sample Form	54
Start-Up Repair Program (a.k.a. "DOA Labor")	55
Standard Terms of Sale	57
Limited Warranty Certificate	58
AAON <sup>®</sup> Registered Trademarks	62
AAON® U.S. Patents	63
Literature Change History	65

# Tulsa & Longview Order Entry Requirements

An order is considered entered when AAON is in receipt of a properly executed order. This includes a written Purchase Order from the customer, a complete .aef or .aefx file from the AAON ECat software, any Special Pricing Authorization Forms (SPA) that apply to the equipment being ordered, information on customer supplied parts, and the sales tax exemption certificate if required. Lead times for shipping of equipment will be scheduled once all required order documents are received by the AAON Order Entry Department.

A properly executed purchase order is defined as follows:

- 1. Specifies the AAON equipment being purchased and the agreed upon price. Statements such as "per plans and specifications" are not acceptable.
- 2. Agrees to AAON Terms & Conditions of the sale.
- 3. A duly authorized employee of the customer must sign Purchase Order or the order form.

#### In order to facilitate the timely and orderly flow of orders, the following procedures will apply:

- Orders may be taken as a "buy-resell" order by reps with an approved credit line. Sales rep firms should
  ensure that their open account credit information has been sent to AAON's credit department, or a credit card
  number is included.
- 2. Orders taken by the sales representative as "buy-resell" orders are based on the reps' credit only. Whether or not the "resale" customer pays on time or does not pay at all, does not change the reps' responsibility to pay AAON on time.
- 3. Orders may be placed in "AAON's name" at the rep's discretion if the customer has a sufficient credit line to justify the order. All orders taken in "AAON's name" must be qualified under AAON's credit terms and Terms & Conditions of sale. All orders must be made out to AAON, Inc. Orders made out to AAON, Inc. c/o representative will not be accepted.
- 4. Only <u>released</u> orders will be entered and assigned a production slot. Once released, orders are produced in the order of Requested Ship Date. The Requested Ship Date is not a guaranteed date. We will do all we can to meet specifically requested dates, but capacity and order volume will influence when an order can be produced. Critical time requirements must be coordinated with Customer Service in writing before the equipment is being produced.
- 5. An order must be submitted via email to the correct Order Entry department <a href="mailto:aaonorders@aaon.com">aaonorders@aaon.com</a> for unit, curb, and AAON ECat coil orders (Parts orders will continue to be processed through the website). Orders sent are not always orders received. You should confirm with Order Entry that orders sent were received. The original documents must be in the appropriate manufacturing location before the order will be shipped.
- 6. All correspondence regarding entering, cancelling, or changing an order must be in writing, via e-mail and must be received and acknowledged **prior to shipment**. Verbal instructions are not acceptable.
- Orders cancelled after being entered are subject to a cancellation charge, which will be determined as using the
  following criteria and may be subject to additional charges depending on any unforeseen scenario(s) identified by
  AAON.
  - a. Base cancellation charge begins 1 week after order is received by AAON and equals the order value (\$) multiplied by the percentage (%) of time elapsed from then until the scheduled order completion date, or lead time duration if order completion date is not yet scheduled.
  - b. Orders greater than \$100,000 will be examined by AAON for any special materials, circumstances, etc. that may result in increased the cancellation charge.
  - c. SPAs will be reviewed for any need to increase cancellation charge.

**Note:** If the order is scheduled to go into production within the next 10 to 14 days revisions and/or cancellations may not be approved.

8. In order to facilitate a "fast track" shipment, a rep, with an approved credit line, can release an order against his open account by emailing the order to the Order Entry department. Units, curbs, or other items in stock can

typically ship within one to two weeks.

- 9. Orders shipped on more than one release will be invoiced per release. Additional freight will be incurred.
- 10. The AAON standard multiplier is applied to list prices from AAON ECat.
  - a. Unit List Price x Multiplier + Freight = Rep Cost
  - b. Customer Sale Price Rep Cost = Commission
- 11. The Order Acknowledgments are available online at <a href="www.aaon.com">www.aaon.com</a> under the rep login in the "Document Viewer" to the firm placing the order once the order has been released from engineering and has been assigned an available date. It is the rep's/customer's responsibility to see that all items on the order acknowledgments are correct; especially if a revision to the original order has taken place.

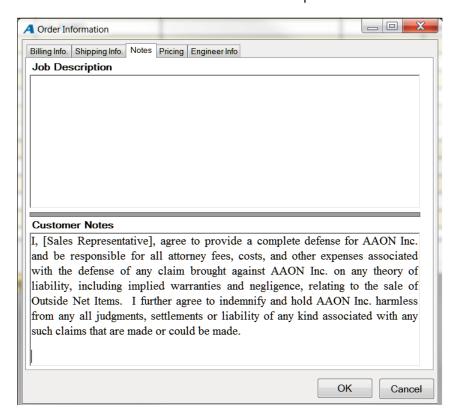
# Procedures for Outside Net Items

A sales representative may add to the order Outside Net Items. Outside Net items are either goods or services which the sales representative is solely responsible for providing to the customer. The sales representative shall indemnify, defend and hold AAON Inc. harmless for any claims brought by the customer for non-performance related to the Outside Net Items as provided by the sales representative. AAON reserves all rights and defenses to any other claims that may be brought by a customer.

In order for AAON to accept orders with Outside Net Items, the sales representative must provide AAON the following agreement:

I, (Sales Representative's Name) agree to provide a complete defense for AAON Inc. (including its affiliates) and be responsible for all attorney fees, costs, and other expenses associated with the defense of any claim brought against AAON Inc. on any theory of liability, including implied warranties and negligence, relating to the sale of Outside Net Items. I further agree to indemnify and hold AAON Inc. and its affiliates harmless from any all judgments, settlements or liability of any kind associated with any such claims that are made or could be made.

You may enter the above in the customer notes section of the order. Sample as follows:



No order with Outside Net Items will be accepted without this agreement in the Customer Notes section of the order form.

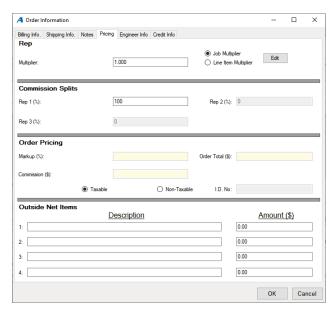
No order containing a Net Outside Item including any field applied coil coating will be accepted.

#### **Background:**

The previous informal policy allowed the sales representative to enter an order with Outside Net Items. The customer may have been under the impression that AAON is responsible for the goods and services listed as Outside Net Items and is responsible for non-performance. Since this has never been the intent of the Outside Net Item process, this change corrects this misconception.

Field Applied Coil Coatings will no longer be allowed with Outside Net Items. It has been demonstrated that field applied coatings are significantly less effective than factory AAON factory coatings and AAON Inc. does not endorse any coating product for field application.

# AAON ECat Order Entry Screen for Outside Net Items



#### This should be added to the following:

- Policy Manual background.
- 2. AAON ECat screen, and
- 3. AAON Order Form Customer Notes:

In processing Outside Net Items, AAON allows the sales representative to add the sales representative's pricing for the goods and services the sales representative is providing to the customer on the AAON Sales Order. AAON then pays that same amount to the sales representative when AAON is paid. AAON is not a party to the sale of the goods or a service provided under this transaction as AAON only collects funds as shown on AAON's Sales order and disburses those funds to the Sales Representative after collection. In exchange for providing this service, the sales representative agrees to defend and indemnify AAON for any claims from customers relating to Outside Net Items. The customer should directly contact the sales representative to resolve any problems with outside net items.

# Order Revisions

Any changes to an order must have a revised .aef or .aefx file, a revised purchase order if the total has changed, and include a cover letter detailing **each** change. One number/letter difference in the AAON model number can make a profound change in the unit, so changes must be clearly defined.

All changes to existing orders are very disruptive and costly to the order entry, engineering and manufacturing process. Since all AAON orders are processed through our engineering department, changes most often require engineering re-work to change wiring diagrams and bills of material. Additional time is additional cost. This cost will be added to the job for **each** change.

If a change to an order is necessary, AAON will assess a change fee for each change based on actual expenses. Generally, the following procedure will be used to develop the cost for the change(s). All possibilities can't be covered by the situations listed below. The AAON Director of Sales will have final authority in determining charges. The fees listed below should be considered the minimum charge.

- 1. If the change is caused by incorrect or misapplied order materials or before the normal lead time for the specific product the change fee will be the cost difference between the new and the original order plus \$300 net or as determined by the Director of Sales.
- 2. If the change is between the normal lead-time and 3 weeks prior to the shipping date, the change fee will be the cost difference between the new and the original order plus \$1,000 net or as determined by the Director of Sales.
- 3. If the change is between 3 weeks and the date the unit is scheduled to ship, no credit will be given for option or feature changes and the new cost will be the changed option or feature cost plus \$2,500 net or as determined by the Director of Sales.
- 4. If the unit is in production, changes may not be possible, however, if it is possible, then no credit will be given for option or feature changes and the new cost will be the changed option or feature cost plus \$5,000 net or as determined by the Director of Sales.
- 5. Once a change is initiated, a minimum of seven days will be added to the lead date. The time added is based on the time needed to process the change, additional lead-time for parts & where the order, once processed, can be accommodated in the production schedule. For every day thereafter the order remains on hold, an additional day will be added to the lead date.

#### To process a change to an existing order, the following procedure must be followed:

- 1. Submit a Request for Change to the AAON Order Department. This request must include a revised .aef or .aefx file and a letter detailing the specific change request. Be sure to include the AAON order number to prevent duplication of an order. If the order is buy/resell, a revised PO will be required.
- 2. You will receive a response from AAON to your Request for Change within 3 days. This will acknowledge that no change can be made or that we can make the change and the associated change fee for acceptance before any change is made.
- 3. Send the order change to the AAON Order Department with a reference to the Request for Change you sent previously and your agreement to the response you received.

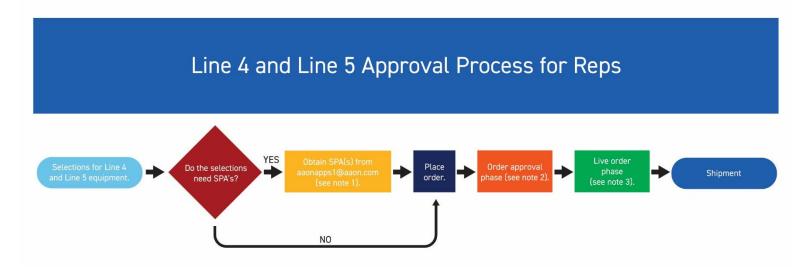
# Unless agreed otherwise, all Change Fees will be added as follows:

- 1. On Buy/resell orders, charges will be added to the total cost of the order and a revised PO must be provided.
- 2. On orders sold direct to your customers, charges will be deducted from your commission or you may submit a revised Customer Purchase order to cover the cost of the change.

**NOTE:** Any Change to an existing order may (and probably will) delay shipment. Prices for changes are not negotiable.

# Line 4 & 5 Approval Process RZ & RNE Series Units Some RN E Cabinet units with SPAs\*

Please enter orders for Line 4 and Line 5 equipment separately from other models if the other equipment has differing published lead times and/or release date.



#### Notes:

- 1. SPAs will contain the following documents for approval:
  - a. Drawings for custom sheet-metal configurations.
  - b. Ratings & drawings for custom coils.
  - c. Points list for custom controls.
  - d. Sequence of operation for AAON control modifications.
- 2. During the Order Approval phase we will send the items you received when requesting SPA(s) as well as the following items for your final approval. The order will remain on hold during this phase. Change fees will not be charged.
  - a. Wiring diagrams for review of application considerations. Rep is not responsible for AAON mistakes.

#### Note: Not submitting your Final Approval when requested will result in order delays.

3. Lead time starts at the Live Order phase after <u>all required</u> signed documents are approved and returned. Change charges may be applicable for changes made after the order is Live.

# Premium Ship Requests

#### **Premium Shipments:**

AAON receives a large number of requests for products to be produced and shipped quicker than stated lead times. These requests are referred to by AAON as *Premium Shipments*. The word "*Premium*" refers to the additional cost associated with higher multipliers for orders to be delivered sooner than posted lead times for equipment. In accordance with the AAON Shipping Policy, a dedicated truck or trucks are <u>required</u> in order to meet the onsite delivery date; <u>a dedicated shipment is a separate cost and not included in Premium Shipments</u>. Dedicated shipments require the "Trailer Load" rate no matter how small the quantity of units shipped.

## Requesting a Premium:

To request premium shipment, <u>send a request by email to Regional Sales Managers and the Customer Service Department</u>. Voicemails are <u>not</u> acceptable, even if you give a description. Your email must include the following:

- 1. Attach a PDF of the order information (not AEF file).
- 2. Obtain and answer the required questions from Customer Service to identify items that could affect production or shipment times.
- 3. Because a **Premium Shipment** is considered a priority, if the unit is available sooner than the requested date, it will be shipped at that time.

#### **Request Response:**

It can take 24 to 48 hours (and sometimes longer) to determine if a Shipping Premium can be offered. To be safe, do not wait until the last minute to ask for a premium. The Production Department has to evaluate parts availability and the lead-time for the required parts. The backlog in Engineering and in Production has to be evaluated to see if there are hours available to accommodate the expedited order. When bidding jobs, please keep in mind the time delay of 24 to 48 hours or more for determining the availability of a shipping premium. You will be notified as soon as possible if a shipping premium can be offered. In some cases, it may not take 24 hours for an answer. If your request is for an order that has already been entered, you will still be notified as quickly as possible if it is approved, along with the associated multiplier.

If your premium request is approved, the order must be entered or revised by the date provided by Customer Service.

#### **Premium Authorization Letter and Order Entry:**

Customer Service will contact you as soon as possible regarding both the <u>availability and the increased multiplier</u>. If you accept the increased multiplier in order to accommodate your shipping request, you will be sent a *Premium Authorization Letter*. This letter must be signed and included with all other items required at time of order entry.

## **Change Orders to Premium Shipments:**

Since the Production Department spends considerable time evaluating the requirements to expedite production for your project, change orders are generally frowned upon. Changes can sometimes be accommodated. In order to preserve your ship date, first determine if the change can be done in the field. If that is not possible, a change order could add a few days to a week, or in the worst case, it could even mean the order reverts back to a standard lead-time. Much depends on the change requested and where the order is in the production cycle at the time of request.

If the change order causes the project to revert to a standard lead-time, the shipping premium <u>will not</u> be reimbursed. Standard change order charges will also apply.

# Commissions-Sales Policy, Multi-territory Orders

#### **Commission Orders**

The following guidelines have been established pertaining to the distribution of commissions on AAON sales. AAON, Inc. reserves the right to have final judgment in all commission disputes and/or disagreements between Representative firms and/or AAON. Under no circumstances will AAON be liable for more than the full commission for any specific order. No commission will be paid to the Representative for warranty parts. **This section does not apply to National Account Sales.** 

**Buy-Resell:** The Representative will be given a "Net Cost Multiplier" for the Company's List Price from AAON ECat. At this net cost, if the Representative can qualify under the Company's credit terms and "Terms and Conditions of Sale", the Representative may purchase AAON products, which have been specified and will be sold in the Representative's territory. The Representative may resell said products to his customer. Under these conditions, no commission will be due the representative.

**Orders Taken in the Company's Name:** AAON will pay to the Representative, as a commission, all monies in excess of the "Net Cost", as described in the Buy-Resell section above, less any applicable freight, sales taxes, and/or fees, <u>after AAON</u> has been paid in full.

#### **Multi-Territorial Orders**

Projects that are specified and/or bid and/or ordered from more than one Representative's territory **must** be taken in the **company's name** with the commission dollars distributed by the company to all reps involved. Buy/Resell is not allowed for multi-territory [unless written consent is provided by all reps to Order Entry at the time the order is placed]. AAON requires a copy of a signed Multi-Territory Agreement form (provided in this document) to be included with an order that has a commission split. If the Multi-Territory form is not provided at the time the order is placed, Order Entry will process the order but will not send the order to Engineering for processing.

All commission split percentages must appear on the order form in the .aef or .aefx file. All split commission projects require communication between all parties involved, prior to bidding, in order to establish minimum/maximum commission guidelines and other pertinent bidding information. A form is attached for use by the specifying Rep to request commission division for a job in another territory. The form must be sent to both AAON and the Rep bidding the job. **AAON accepts no responsibility** for initializing communication between either the Rep calling on the specifying engineer or the Rep bidding the job. **Failure to communicate this information will increase the possibility of unpaid commissions.** It is required that all parties involved sign the agreement portion of the form. The rep must send copies of the signed form to the applicable AAON regional managers. **A copy of the signed form must be provided at the time the order is placed.** Failure to provide Multi-Territory form at time of order entry may result in forfeiture of commissions. AAON will honor all such agreements and disperse commissions in accordance with the agreement after AAON has been paid in full.

#### Notification

In order for a Representative to claim Engineer Specification credit or Owner Specification credit, a "Multi-Territory Job Notification Form" must be sent to the Representative in whose territory the job will be bid prior to job bidding, stating the location of the job, the equipment being specified, and the approximate date the job will be bidding. A copy of this form must also be sent to AAON Regional Manager for each affected territory. A preliminary agreement should be made prior to bidding and a final agreement made after completion of the bidding process. This allows for the documentation of the bidding process and any changes that may occur. In the event a Multi-Territory Job Notification Form has not been received by the bidding representative(s), it shall be the responsibility of the bidding representative(s) in the job location territory or other territory to contact the Engineering Representative prior to bidding or quoting the job, by locating the Engineering-Architectural firm to determine where the project originated. In situations where there are Government entities (i.e., the US Army Corps of Engineers), the bidding representative(s) shall inform their local Regional Manager who will then send out an email to the principals in their territories prior to bidding or quoting the job for the purpose of executing the Multi-Territory Job Notification Form.

If a signed Multi-Territory form stating commission division between representatives does not exist and a disagreement arises, AAON will apportion the payable commissions, as AAON interprets the job situation, as follows:

**Owner Specification Credit:** In the event that a Representative causes the owner to express a preference for AAON equipment to the specifying or purchasing authority, as described below and in the AAON Commission Split Table, that Representative shall receive a percent of the total commission which shall be deducted from the specification and/or order credits otherwise payable as follows:

- a. If the owner directs the Specifying Engineer or the purchasing Contractor to buy AAON, Inc. units only, forty percent (40%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive twenty percent (20%) if he/she works with the engineer on the actual layout.
- b. If the owner directs that AAON, Inc. be listed as a basis of bid with one alternate, thirty percent (30%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive the remaining specification credit if he/she works with the engineer on the actual layout.
- c. If the owner directs that AAON, Inc. be listed as the design basis with "or equal" manufacturers, twenty percent (20%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive the remaining specification credit if he/she works with the engineer on the actual layout.
- d. In the situation where the owner directly purchases AAON equipment or instructs the direct purchase of AAON, the Representative working with the owner shall receive sixty percent (60%) of the total commission. Specification and order credit will each be twenty percent (20%) of the total commission. Owner direct purchase is defined as a negotiated purchase between the Representative and the Owner without bid.
- e. Exhibiting to AAON a written expression of that preference or by direct confirmation to AAON by the owner or purchasing authority that a preference for AAON equipment was stated, and that the purchasing decision has been removed from the contractor, may establish proof that the owner has expressed a preference for AAON equipment.
- f. Additional scenarios of Owner directing or influencing purchase decisions with a bid process and variety or specification clauses are shown in the Commission Split Table below.

**Engineer Specification Credit:** The Representative responsible for calling on the Consulting Engineer shall receive credit in the following amounts:

- i. Sixty percent (60%) of the total commission dollars if the specifications are "Flat"\*\* AAON, Inc. only and the engineer holds his specification.
- ii. Forty percent (40%) of the total commission dollars if the specification lists AAON, Inc. as the basis of design in a Base Bid/Alternate Fashion such that AAON is the Base Bid and other manufacturers are listed as alternates.
- iii. Thirty percent (30%) of the total commission dollars if the specifications list AAON, Inc. as the basis of design with others listed as acceptable.
- iv. Twenty percent (20%) of the total commission dollars if the specifications list AAON, Inc. as one of the three (3) acceptable manufacturers.

Preferred Purchase Agreement: Shall be ninety percent (90%) of the credit remaining after the Owner Specification or Engineer Specification percentages are removed. The remaining ten percent (10%) shall be paid to the Representative handling the installing contractor. "A Preferred Purchase Agreement" is a negotiated agreement between AAON and a Purchasing Authority which defines terms agreed to by AAON and the Purchasing Authority that creates a favored status for AAON in the procurement process.

\*\*Note: A "Flat Spec" is defined as a specification in which AAON is the only manufacturer listed and AAON is the only acceptable manufacturer. It is further understood that due to job requirements, more than one manufacturer's name may be required in the specification. As such, the test of a flat spec will be if the job is bid as a flat spec with the resulting pricing and all other manufacturers submittals rejected no matter how much lower their bid may be. If such a case exists and flat spec credit is claimed, the Representative claiming Flat Spec credit must have a letter on file with both the Representative quoting the job and the Regional Manager, before the job is bid, stating same, so that pricing will not be compromised. It must be realized that if the specifying engineer does not hold his flat spec, the job may be lost.

**Bidding, Order Entry and Job Handling Credit**: Shall be sixty percent (60%) of the credit remaining after the Owner Specification or Engineer Specification percentages are removed. Of the remaining 40%, 20% credit for takeoff and 20% credit for submittals will be paid to the appropriate Representative.

Territorial Credit: No credit will be paid automatically to the Representative into whose territory the equipment is shipped.

**Territorial Respect**: It shall be understood that no job will be bid or order taken out of a Representative's designated territory without the knowledge and consent of that territory's designated Representative. **Such actions will be grounds for termination.** Recognized National Accounts and Reserved Factory Accounts are excluded from this rule.

Unearned Commissions: AAON will retain commissions for Representative functions that are carried out by AAON.

Commission Split Disputes: If split commission disputes or infraction disputes arise and cannot be resolved through communication and review by the Regional Manager(s), they shall be referred to the Director of Sales for resolution. The Director of Sales, in consultation with the Regional Manager(s), will decide the commission split, or the Director of Sales may form a review panel consisting of members appointed by the Rep Council and AAON employees to recommend a commission split for the Director of Sales to review and approve or modify to finalize the commission split determination.

**Infractions**: If it is determined that a representative firm has acted in a manner to bypass the terms and spirit of the commission policy, up to one hundred percent (100%) of commissions due on the project, or thirty percent (30%) of the contract price for buy/resell projects will be taken from current and future commissions to be distributed to correct the situation. Multiple violations are reasons for termination.

The following AAON Commission Split Table is to be used as a guideline when determining territory credit.

			AAC	ON Co	omm	issio	n Spl	it Tak	ole							
Scenario			gotiate hase De	_	l		Direct ion Sta	_	l	_	nflueno Decisi		No	Owne	r Influe	nce
Rep Role	FS or SS	вва	BOD	Non- BOD	FS	BBA	BOD	Non- BOD	FS	BBA	BOD	Non- BOD	FS	BBA	BOD	Non- BOD
Owner Credit	60%	50%	45%	40%	40%	30%	20%		25%	25%	25%	25%				
Engineer Spec Credit	20%	10%	10%	10%	20%	10%	10%	20%	45%	30%	20%	10%	60%	40%	30%	20%
Bid, Order Entry, Job Handling	20%	24%	27%	30%	24%	36%	42%	48%	18%	27%	33%	39%	24%	36%	42%	48%
Estimate Credit		8%	9%	10%	8%	12%	14%	16%	6%	9%	11%	13%	8%	12%	14%	16%
Submittal Credit		8%	9%	10%	8%	12%	14%	16%	6%	9%	11%	13%	8%	12%	14%	16%

Preferred Purchase Agreement	t with a F	urchas	ing Au	thority												
Owner Credit	60%	50%	45%	40%	40%	30%	20%		25%	25%	25%	25%				
Engineer Spec Credit	20%	10%	10%	10%	20%	10%	10%	20%	45%	30%	20%	10%	60%	40%	30%	20%
Purchasing Authrority Rep	18%	36%	40%	45%	36%	54%	63%	72%	27%	40%	49%	58%	36%	54%	63%	72%
Contractor Rep	2%	4%	5%	5%	4%	6%	7%	8%	3%	5%	6%	7%	4%	6%	7%	8%

Legend: FS = Flat Specification SS = Sole-Sourced BBA = Base Bid & Alternate BOD = Basis of Design

# Multi-Territory Job Notification and Agreement

To: From: Company: Address: Phone: Fax:		Date:	
City State:	_		
City, State:  4. Bid Date:  5. Anticipated Bid Price:  6. Total delivered price to the contractor:  7. Owner credit requested:  8. Specification credit requested:		imate or disagree with the requested specifica	tion
credit.  Thank you for your cooperation and good luck.			
Agreement  If order is entered as buy/resell, please sign to approve  I agree with the above Commission Division(s):		Rep #2 Rep #3	
Company	% credit	Signed	Date
Rep #1			
Rep #2			
Rep #3			
CC: Regional Sales Manager: Reg Mgr #1			_
Reg Mgr #2			_
Reg Mgr #3			

# Open Account and Sales Terms

An Open Billing Account can be established in as quickly as three (3) days for established companies with acceptable credit ratings and a credit application updated within 24 months to as long as four (4) weeks for companies that do not have established references. Payment for equipment shipped on Open Account must conform to AAON "terms of payment" as stated on the AAON order acknowledgments, invoices, monthly statements, and as amended from time to time. In general, payment terms are Net 30 days from invoice date. All invoices are delinquent if not paid in full by the 30th day. Delinquent invoices will be assessed an interest charge of 1.5% per month, or any portion thereof, on the outstanding balance. Invoice deductions, or other non-payment of invoices, are not allowed without prior written agreement by AAON. **Open Account shipment rights will automatically be suspended to delinquent accounts.** 

Orders taken by the sales representative as "buy-resell" orders are based on the reps' credit only. Whether or not the "resale" customer pays on time or does not pay at all, does not change the reps' responsibility to pay AAON on time.

**New Accounts Approval Process:** The Credit Department requires that the sales representatives complete a *Credit Application, which must be signed by the customer*, a *Job Information Sheet*, and a *Purchase Order* on all new accounts before an order is processed. Copies of these documents are available from the Credit Department. These items can be sent with the order documents, but addressed to the attention of the Credit Department. Processing of the application will begin once these documents are received.

Before ordered equipment can be shipped, acceptable payment terms must be agreed to by AAON and the customer. Basic methods of payment that AAON will accept are:

- **Pre-payment Discount:** If agreed to by the Representative, or required by AAON, a customer may pre-pay an invoice at least ten (10) working days prior to shipment. By doing so, the customer can take advantage of our cash discount. See pages 21 & 22 for Terms and Conditions.
- Shipment on Open Account The customer may apply for and establish an "Open Billing Account" with AAON by completing and signing an AAON Credit Application and by providing whatever additional information may be required from time to time by AAON.
- Orders Less than Standard Multiplier: AAON will not allow any Pre-Payment Discount when the order is placed
  with a multiplier that is less than the standard multiplier without special approval by either the Director of Sales,
  CFO, CEO/President.
- Credit Cards: AAON can accept Master Card<sup>®</sup> and VISA<sup>®</sup> and American Express<sup>®</sup> credit cards for all purchases, but do not qualify for pre-payment discounts. Credit cards will not be accepted for payment after shipment except in states which allow processing fees and where such processing fee is paid for by the customer. Any deviation from this practice requires approval from the AAON Credit Department.
- Special Arrangements: For customers that cannot obtain an AAON Open Billing Account and cannot pre-pay an invoice, alternative payment terms can be arranged such as dual payment checks, lending institute/title company direct payment to AAON, etc. Each order of this type is judged on a per job basis. Generally, AAON is open to all suggestions that will guarantee payment of the equipment invoice within an acceptable amount of time. When alternate billing methods are used, the sales rep firm must actively assist AAON in the securing of acceptable terms and payment.

# **AAON Credit Information and Documentation**

#### **Required Credit Documentation**

The following documentation should be submitted with your order. Failure to do so will cause a delay in your order being approved to go into production.

**Purchase Order:** All orders require a Purchase Order made out to AAON, Inc. or AAON Coil Products, Inc. (not to the rep firm placing the order).

Tulsa OrdersLongview OrdersAAON, Inc.AAON Coil Products, Inc.2425 South Yukon Avenue203 Gum Springs RoadTulsa, OK 74107Longview, TX 75602

The order is keyed off your order form, not the purchase order. The order form must match the Purchase Order amount (pre-tax).

Review POs to ensure there are no "Terms and Conditions" that are not in compliance with AAON's Standard Terms of Sale such as:

- Per plans, specifications, drawings
- Per contract/agreement between mechanical, general contractor, owner
- Per approval by architect/engineer
- FOB Jobsite/Destination (AAON terms are FOB Factory)
- Per any terms other than Net 30 days (on approved credit)
- Liquidated damages allowed
- Deductions for start-up or retainage
- Per any warranty outside the standard AAON Warranty Program
- Specified delivery/ship dates not acceptable unless a premium is paid

#### AAON will accept:

- "Per approved submittal" will be accepted if a copy of the stamped approved submittal page is provided.
- "Per plans, specs, drawings" will be accepted if a Representative Certification Letter signed by the principal of your company is provided. This letter may be obtained from the Credit Department.
- "Per quote/proposal" will be accepted if a Representative Certification Letter signed by a principal is provided.

**Job Information Sheet**: A copy of this form is located within the Policy Manual and must be completed in its entirety and provided on all orders that total over \$10,000.

**Credit Application**: A copy of this form is located within the Policy Manual and must be completed on all new accounts or those with no sales in the last 24 months.

**Payment Bond**: This document is required on all jobs that the property is owned by the government whether it be federal/state/county or city, including all public schools.

Sales Tax Exemption Certificate: An exemption certificate must be provided for orders that are tax exempt. If the tax due amount is deducted from the payment without an exemption certificate on file, your commission payment will be delayed.

**Credit Card Payments:** AAON accepts Master Card<sup>®</sup>, VISA<sup>®</sup> and American Express<sup>®</sup> for payment with the exception of discounted orders. Orders being paid after shipment are not eligible for payment using a credit card unless a credit card processing fees is assessed.

#### Multiple plant orders using one purchase order:

AAON will accept one PO for the entire order. However, a separate order must be sent to each plant for the dollar amount of the equipment being shipped out of that plant and include some commission and freight (if applicable) on each order. All the orders added together should total the amount of the Purchase Order. Send all credit documentation with each order because each plant will require it. It will then be forwarded to credit.

#### **Pre-Lien Notices and Mechanic Liens**

- 1. AAON follows all state guidelines for filing mechanics liens and bond claims to protect our security interest in the equipment.
- 2. The Credit Department tracks all invoices over \$10,000 and mails pre-lien notices when required.
- 3. Most states require that we send pre-lien notices to the general contractor and property owners and some notices have the Invoice amount.
- 4. If not paid in time, AAON will file a Mechanic's Lien or a Bond Claim. All legal fees for these will be passed on to the Rep and a release will not be given until the invoice and all legal fees are paid in full. Each state varies on the dates for these filings.
- 5. Reps are notified by e-mail prior to AAON filing a Mechanic's Lien or Bond Claim. AAON uses an outside agency for these filings and has to allow one (1) week notice. AAON will not "waive" a lien or bond claim based on a promise to pay.

#### **Payment Terms**

- 1. Net 30 days from invoice date, due 100% in full no deductions allowed for start-up or retainage (upon approved credit).
- 2. Joint Check Agreement: AAON will check credit on the general contractor to do a Joint Check Agreement. The Credit Department will prepare the Joint Check Agreement and send it to the customer.
- 3. Irrevocable Direct Payment Agreement (with the GC or property owners)
- 4. Cash before shipment with a 2% cash discount (except on tax and freight) for AAON, Inc. and AAON Coil Product, Inc. orders.
  - a. There will be a 2% deduction from the commission payment for the 2% discount.
  - b. Once a sales order number is provided, contact the Credit Department and a "Prepayment Invoice" will be prepared for the customer.
  - c. When the order is near the ship date AAON will contact the customer for payment.
  - d. If the customer pays by business check there will be a 10 day waiting period before it is released to the Shipping Department for routing.
  - e. If the customer pays by wire transfer, the order is released immediately.
  - f. Once the order is released to Shipping, it may take another 2-5 days to be routed on a truck.
  - g. This discount is not allowed on orders with a multiplier less than the standard multiplier.
  - h. In the event of nonpayment within time to meet estimated ship date noted on Prepay Form, aholding charge of 1.5% per month will be charged with a minimum of 1.5% due.
- 5. Special Terms: 50% to put into production and 50% prior to shipping.
- 6. Special Terms: 50% down and 50% Net 30 days.
- 7. All orders are FOB Factory.
- 8. No commissions are paid until the invoice is paid in full.

# Terms and Conditions of AAON's Pre-Payment Cash Discount

Upon request, AAON will provide a "PRE-SHIP PAYMENT INSTRUCTION" form showing the order information including the Pre-Payment Discount amount and payment instructions.

AAON will also provide the buyer with a Pro-forma Invoice upon request for the purchased product any time up to two (2) days prior to shipping date. The Pro-forma Invoice will include:

- a. Product ordered and to be shipped.
- b. Applicable taxes and fees.
- c. Freight where applicable. For "freight allowed" shipments, the freight will be the quoted amount. For "freight pre-paid & added", the freight will be the trucking companies quoted amount.

#### Method of payment:

- d. Company check: Checks must be received by AAON ten (10) working days prior to shipment date in order to allow them time to clear the banking system. Shipments of products for checks that have not cleared by the shipping date will be delayed until the check has either cleared the banking system or other arrangements have been made.
- e. Bank check and wire transfers: Must be in AAON's possession no later than two (2) days prior to shipment.
- f. Once the order has been released from the Credit Department, the Shipping Department will arrange for the order to be routed. This process can take from one (1) to seven (7) days.
- g. AAON will not allow Pre-Payment Discounts for orders paid with a credit card.

Order closures: Each shipment closes the order. There can be no co-mingling of funds, back charges, debits, credits, etc. with any prior order or future order. Claims against AAON by the buyer for back charges and/or claims against the buyer by AAON for expenses not included in the original order must be resolved via AAON's standard procedure of resolution.

All standard AAON warranties apply to orders paid for via this discount. Any additional warranties are per the product order and must be itemized on the invoice.

# AAON, INC

2425 South Yukon Ave. Tulsa, OK 74107-2728 PHONE: (918) 5832266 FAX: (918) 382-6215

	CONFIDENTIAL CRE			
Firm name.			Date:	
Trade Name (if different from Fire	m Name):		-	
Street Address:				
City:		State:	Zip:	
City:Phone:	Extention:	F	'ax No:	
E-Mail Address:				
Buyer's Name:	Pe	ayables Contact:	10	
Proprietorship Partner	rship Corporation	Years & Stai	te of Corporation	
# Years in Business:			-	
Principal:		Title:		
Soc. Sec. #:	Date of	Birth:		<del></del>
Home Address:	3	City:		State:
Financial Statement: Att	ached Will b	e Mailed Seperately		
(Financial Statements will be a co				g us a copy of
your most recent Balance Sheet a				
Amount of Initial Order: \$	4mous	nt of Credit I ine R	Poguested: ©	
	7111041	ii oj crean Eine R	equesieu. \$_	
Bank Name:		Acccount #: _	G	Zip:
	City:	D/	State:	Zip:
Banking Officer:		Phone:		
S JJ				
Credit References:				
	Address		State	Phone
Credit References:				
Credit References:				
Credit References:				
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit agreement, enforceable in accord on the designated due dates as inc subject to a finance charge, not to may be assessed on any invoice(s, agreed should our account become	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dicated on Seller's invoice to us. It is exceed 1 1/2% per month (18% per month (18% per moth (20% per may at its solved be delinquent, Seller may at its solved lect amounts owing for goods of the collect amounts of the collect amounts of the collect amounts owing for goods of the collect amounts of the collect amounts owing for goods of the collect amounts of the collect	City  AAON, INC hereinal signed warrants the for gon behalf of the under huly authorized and company is financially it is mutually understood per annum), or the massion each invoice. It is file option and discretion services purchased in the content of the cont	State  fter known as "Sella regoing answers a rsigned has the po nstitutes a valid an solvent and will me ad and agreed this aximum permitted but her mutually und n, suspend credit to hereunder, Seller s	Phone er", and by doing re true and wer and authority d binding uke payments account is v law, which derstood and erms to us.
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit a agreement, enforceable in accord on the designated due dates as incomplete to a finance charge, not to may be assessed on any invoice(s, agreed should our account become If any legal action is initiated to entitled to recover, in addition to the LIEN RIGHTS: AAON Inc. research and understand this contact the second contact and understand this contact the second conta	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dance with its terms. I affirm our condicated on Seller's invoice to us. It is exceed 1 1/2% per month (18% per month (18% per moth add within the stated terms of the delinquent, Seller may at its solutions of the collect amounts owing for goods of all other damages, reasonable corves lien rights. Startup and retain	City  AAON, INC hereinal signed warrants the for gon behalf of the under fully authorized and concompany is financially it is mutually understoom each invoice. It is file option and discretion services purchased in ollection cost and attornage will not be withhout mage will not be withhout my signature agree.	State  fter known as "Sella regoing answers a risigned has the ponstitutes a valid and add and agreed this wimum permitted butther mutually under, suspend credit to hereunder, Seller seney's fees.	Phone er", and by doing re true and wer and authority d binding ake payments account is y law, which derstood and erms to us. hall be
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit a agreement, enforceable in accord on the designated due dates as incomplete to a finance charge, not to may be assessed on any invoice(s, agreed should our account become If any legal action is initiated to entitled to recover, in addition to the LIEN RIGHTS: AAON Inc. reserved.	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dance with its terms. I affirm our condicated on Seller's invoice to us. It is exceed 1 1/2% per month (18% per month (18% per month (18% per month (18% per month additionally per month (18% per month additionally per month at its solutional collect amounts owing for goods of all other damages, reasonable convestien rights. Startup and retain redit agreement and by evidence of	City  AAON, INC hereinal signed warrants the for gon behalf of the under huly authorized and concompany is financially at is mutually understood on each invoice. It is fill to option and discretion or services purchased to ollection cost and attornage will not be withhalf my signature agree to Title:	State  fer known as "Sella regoing answers a rsigned has the po nstitutes a valid an solvent and will me od and agreed this wimum permitted but her mutually und n, suspend credit to hereunder, Seller seney's fees.  eld from payments. to said terms.	Phone er", and by doing re true and wer and authority d binding ake payments account is y law, which derstood and erms to us. hall be
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit a agreement, enforceable in accord on the designated due dates as inc subject to a finance charge, not to may be assessed on any invoice(s, agreed should our account become If any legal action is initiated to a entitled to recover, in addition to LIEN RIGHTS: AAON Inc. rese. I have read and understand this contains authorized to recover.	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dance with its terms. I affirm our condicated on Seller's invoice to us. It is exceed 1 1/2% per month (18% per month (18% per month (18% per month (18% per month additionally per month (18% per month additionally per month at its solutional collect amounts owing for goods of all other damages, reasonable convestien rights. Startup and retain redit agreement and by evidence of	City  AAON, INC hereinal signed warrants the for gon behalf of the under fully authorized and concompany is financially it is mutually understoom each invoice. It is file option and discretion services purchased in ollection cost and attornage will not be withhout mage will not be withhout my signature agree.	State  fer known as "Sella regoing answers a rsigned has the po nstitutes a valid an solvent and will me od and agreed this wimum permitted but her mutually und n, suspend credit to hereunder, Seller seney's fees.  eld from payments. to said terms.	Phone er", and by doing re true and wer and authority d binding ake payments account is y law, which derstood and erms to us. hall be
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit agreement, enforceable in accord on the designated due dates as incomplete to a finance charge, not to may be assessed on any invoice(s, agreed should our account become If any legal action is initiated to entitled to recover, in addition to the LIEN RIGHTS: AAON Inc. resent have read and understand this considerable in the signature:  Printed Name:	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dicated on Seller's invoice to us. It is exceed 1 1/2% per month (18% per month (18% per moth addressed terms of the delinquent, Seller may at its solution of the damages, reasonable controller registry. Startup and retain the redit agreement and by evidence of the controller agreement and by evidence of the controller.	City  AAON, INC hereinates and consigned warrants the formout on behalf of the underly authorized and consompany is financially at its mutually understood each invoice. It is for services purchased to be a purchased to be withhere of my signature agreed.  Title:  Date:	State  fer known as "Sellar going answers a valid an solvent and will mod and agreed this winum permitted but ther mutually unin, suspend credit to hereunder, Seller soney's fees.  The said terms.	Phone er", and by doing re true and wer and authority d binding uke payments account is v law, which derstood and erms to us. hall be
The undersigned hereby makes ap so authorizes Seller to investigate correct and further warrants and to execute and deliver this credit agreement, enforceable in accord on the designated due dates as incomplete to a finance charge, not to may be assessed on any invoice(s, agreed should our account become If any legal action is initiated to entitled to recover, in addition to the LIEN RIGHTS: AAON Inc. resent have read and understand this considerable in the signature:  Printed Name:	Address  oplication for a credit account to a our credit worthiness. The undersepresents that the person signing application, and that it has been a dicated on Seller's invoice to us. In a exceed 1 1/2% per month (18% per month (18% per month and within the stated terms of the delinquent, Seller may at its solution of the damages, reasonable contract and other damages, reasonable contract and retain the stated terms of the damages of the damages of the rights. Startup and retain the redit agreement and by evidence of the self-self-self-self-self-self-self-self-	City  AAON, INC hereinates and consigned warrants the formout on behalf of the underly authorized and consompany is financially at its mutually understood each invoice. It is for services purchased to be a purchased to be withhere of my signature agreed.  Title:  Date:	State  fer known as "Sellar going answers a valid an solvent and will mod and agreed this winum permitted but ther mutually unin, suspend credit to hereunder, Seller soney's fees.  The said terms.	Phone er", and by doing re true and wer and authority d binding uke payments account is v law, which derstood and erms to us. hall be

2425 South Yukon Ave. Tulsa, Oklahoma 74107-2728

# AAON, INC.

Ph: (918) 382-6217 \* Fax (918) 382-6215

# **JOB INFORMATION SHEET**

FORM MUST BE COMPLETED AND RETURNED TO AAON CREDIT DEPARTMENT BEFORE ORDER WILL GO INTO PRODUCTION. DELAYS MAY AFFECT SHIP DATE.

1.	This	Job Information Sheet, filled out completely.	Acct #
2.	A sig	ned purchase order, identifying project and stating approximate material require	ments. DSO #
	A.	Amount and Description of Materials to be Furnished:	Amount: \$
		Description: AAON HVAC Equipment	Starting Date:
	B.	AAON Bill to Name:	Ph:
		Street Address:	Fax:
			Zip Code:
	C.	CIRCLE ONE: RENOVATION or NEW CONSTRUCTION	
		or ENTER:	
	D.	Job Location: Name:	Ph:
		Street Address:	Fax:
		City: State: _	Zip Code:
	E.	Property Owner:	
		Name:	Ph:
		Street Address:	
			Zip Code:
	F. <i>L</i>	.ender: (AL&CA) Name:	
		Street Address:	
		City: State: _	Zip Code:
	G.	General Contractor:	
		1. Name:	
		Street Address:	
		City: State: _	Zip Code:
		2. Surety Name:	Ph:
		Street Address:	Fax:
			Zip Code:
		Policy Number:	
	H.	Prime Subcontractor (if other than customer):	D)
		1. Name:	
		Street Address: State: _	Fax: Zip Code:
		r	
		2. Surety Name:	
		Street Address:	Fax:
			Zip Code:
		Policy Number:	
		E FORWARD COMPLETED FORM TO: CAL AAON SALES REPRESENTATIVE	
100	K LU	CAL AAON SALES REFRESENIA IIVE	Signature (Customer)

**Job Information Sheet** 

# State & City Sales Tax

AAON, Inc. is obligated under state law to collect sales tax for orders shipped into the states in which AAON, Inc. is registered to collect sales tax (see list of states below), unless the order is exempt from sales tax based on that state's sales tax codes.

While there are some variations to the tax collection policies from state-to-state and from city-to-city, the following guidelines must be followed in order for the purchase of AAON products to be considered tax-exempt:

- 1. The collection of sales tax is based on the "Ship To" address of the product, not the "Sold To" address.
- 2. To qualify as a tax-exempt sale, the company listed in the "Sold To" section must:
  - a. Have a valid copy of the required exemption documentation on file at AAON prior to the order being shipped.
  - b. The purchaser's name, as listed in the "Sold To" section of the order, must be listed as the purchaser on the exemption documentation.
  - c. The purchase order must state that the order is tax exempt. The state and sales tax number or exemption number for the company in the "Sold To" section of the order must be listed also.
- 3. Any errors reflected on the purchase order acknowledgment must be brought to AAON's attention before we invoice for the job. Sales tax questions are not considered a valid reason to dispute an invoice and as such do not extend the billing date for payment due terms.
- 4. The current listing of the applicable state & city sales tax rates are maintained by a tax software application. Errors due to incorrect tax rates are to be handled as stated above (see # 3.).

Please be aware that sales tax correctness is important. AAON is audited regularly by various state and local authorities. Audit requirements include providing exemption documentation for all orders on which tax is not remitted to the tax authority. AAON is required to pay tax due along with penalty and interest for orders on which the required exemption documentation is not presented.

Remote Seller, drop shipments and Economic Nexus requirements can present additional complications. Exemption documentation requirements for several states include acceptance of the purchaser's home state tax or exemption ID. Questions concerning exemption documentation requirements can be directed to <a href="mailto:aaontax@aaon.com">aaontax@aaon.com</a> or by contacting the AAON Tax Department personnel.

Collection of sales tax is required by state law. All states require that the taxes collected be remitted in full per that state's filling requirements. Per the filing requirement for most states, monies collected for state tax is paid directly to that state on a monthly basis. No funds are held in the event that exemption documentation is pending.

AAON is required to provide supporting documentation of all exempt sales when audited by any tax jurisdiction. If these documents cannot be provided, sales tax due plus interest and penalty must be paid by AAON. All uncollected sales tax determined to be due on audit will be billed to the customer or rep agency if supporting documentation is not provided.

In those states where AAON is not registered and does not collect sales tax, it is the responsibility of the purchaser to remit use tax to that state. Tax department personnel will attempt to notify the rep listed on any order for which exemption documentation is needed, including when remittance requirements are added for newly registered states.

# States in which AAON Tulsa collects sales tax

Alabama
District of
Columbia
lowa
Michigan
New Jersey\*
Oklahoma
Texas\*
Wisconsin\*

Arizona
Florida
Kansas\*
Minnesota\*
New Mexico\*
Pennsylvania\*
Utah
Wyoming

Arkansas\*
Georgia\*
Kentucky\*
Mississippi\*
New York\*
Rhode Island\*
Vermont\*

California
Idaho
Louisiana
Missouri
North Carolina\*
South Carolina
Virginia

Illinois
Maryland
Nebraska\*
North Dakota\*
South Dakota\*
Washington\*

Colorado

Connecticut\*
Indiana\*
Massachusetts
Nevada
Ohio\*
Tennessee\*
West Virginia\*

# States in which AAON Longview collects sales tax

District of Arizona California Connecticut\* Florida Georgia\* Columbia Idaho Indiana\* Kansas\* Louisiana Maryland Michigan Minnesota\* Nebraska\* Nevada New Mexico\* North Carolina\* North Dakota\* Ohio\* Oklahoma Pennsylvania\* Rhode Island\* Tennessee\* Texas\* Vermont\* Utah Virginia Wisconsin\* Wyoming Washington\*

# **National Account Sales Policy**

Sales to a National Account are covered by the National Account Sales Policy, which is herein stated.

Any person or sales representative firm, in any location or territory, can qualify as a National Account Rep (herein after called **Rep**), and as such will be given approval by AAON, Inc. or AAON-affiliated brands (herein after called **AAON**) to represent specific AAON or AAON-affiliated brand products (herein after called **Products**) to that specific National Account.

A "National Account" is defined as a business that routinely (typically multiple times per year) purchases **Products** in one or more territorial rep areas, either for new construction, replacement or retrofit projects for buildings they own and buildings they lease, occupy, or otherwise operate in and have authority to make equipment design and/or purchase decisions.

In order to qualify as a "National Account", the following conditions must exist:

1. Rep must establish a direct relationship or link with the owner.

Note: This does not preclude relationships with contractors or engineers; however a direct verifiable link with owner is necessary. A letter from the owner stating intent to purchase only from AAON, or from AAON and not more than one (1) other manufacturer is required.

- 2. **Rep** must establish AAON as one of not more than two (2) manufacturers on owner's specifications.
- 3. Rep must be able to control all aspects of the "National Account" projects including but not limited to:
  - a. Bidding (if required. Direct purchase by owner preferable)
     Rep must be aware of all "National Account" projects out for bid and inform other territorial reps as necessary.
  - b. Submittals

**Rep** is responsible for all aspects of submittal process.

c. **Pricing** and commission will be negotiated based on quantity, type of equipment, and method of purchase.

If the national account projects are to be bid through local contractors, the **Rep** is responsible for making all quotes or quoting through local reps at the **Rep's** discretion. Any payment of commission to local reps will be negotiated and paid by the **Rep**, and will not affect agreed upon AAON national account pricing.

- d. Shipment coordination (scheduling) Rep is responsible for identifying all shipping requirements.
- e. **Post-Shipment support**: **Rep** is responsible for field services, warranty, etc. as required to maintain the National Account customer preference for **AAON**.

In order to have uniform representation and only one person/firm approaching a specific "National Account" at a time, any rep wishing to qualify a new customer as a "National Account" must adhere to the following procedure:

- 1. Before approaching the "National Account" in AAON's name, request approval from the Director of National Accounts by filling out the National Account Protection Form which follows. The Director of National Accounts will then:
  - a. Check that no one else is calling on that account.
  - b. If no other rep has registered for the "National Account", register **Rep** as the approved **Rep** approaching the "National Account".

- c. Advise Rep of any past experience with the "National Account".
- 2. **Rep** must provide the Director of National Accounts with the following via the form included in this manual:
  - a. "National Account" name, address, phone & fax number.
  - b. Contact(s) name and title.
  - c. Total number of business locations, and states where they are doing business.
  - d. Building/remodeling projections for the coming year.
  - e. **Products** to be covered under the National Account agreement.
  - f. Type of HVAC equipment used, quantity, unit size and unit features.
  - g. Estimated AAON sales to "National Account" for coming year.
- 3. If approved, Rep will have 180 days to obtain orders for Products from the "National Account". This is defined as the time period in which AAON will <u>not</u> approve other individuals or firms to approach the "National Account". During such period, other AAON reps may bid "National Account" projects in their area until the Rep has obtained "National Account Status" for the "National Account". This initial period can be extended, at AAON's option, if positive results are demonstrated.
- 4. After successful completion of #3 above, and after obtaining a letter of intent, as specified above, "National Account Rep" status for the "National Account" will be granted upon receipt of the first equipment order. Rep must provide AAON with updated customer details identified in #2 above at the time that National Account Status is earned and provide an annual update for as long as the Rep maintains National Account Status. Upon AAON receiving from the Rep the National Account's letter of intent, confirmation of the first equipment order, and the details in #2 above, AAON will send an email to all reps notifying them of the new National Account, Products covered by the National Account and the appropriate Rep contact details to coordinate all future projects involving the National Account.
- 5. To remain in effect, the **Rep** must maintain sales from the "National Account" of at least 30% of the account's purchases on a continuing basis. If sales are below 30% of the account's purchases, the **Rep** must demonstrate to **AAON** their plans to earn an increasing amount of business from the account. If sales fall below an acceptable level, National Account status may be reconsidered by **AAON** at **AAON**'s sole discretion.
- 6. To ensure the highest level of customer experience, some National Accounts will require **Account Teaming**. This determination will be made by the Director of National Accounts. Account Teaming combines the strength of centralized National Account decision making with the local relationships that are held by reps in other geographies that cover the Consulting Engineer(s) or Contractor(s).
  - a. National Account Rep this Rep is the leader of every opportunity with the National Account. They are responsible for communicating early and frequently with local reps who cover related Consulting Engineer and/or Contractor customers. If the local rep is not adequately covering the Consulting Engineer or Contractor, they are empowered to directly cover the Consulting Engineer or Contractor. However, in the spirit of Account Teaming, the National Account Rep should make every effort to enable the local rep to leverage their relationships to properly cover their customer. If the National Account Rep's plan is being negatively impacted by the local rep, they should notify AAON's Director of National Accounts.
  - b. Consulting Engineer the local rep who calls on the Consulting Engineer must coordinate directly with the National Account Rep regarding equipment selections and how to promote **AAON**'s features. The local rep should operate as an extension of the National Account Rep.
  - c. Contractor the local rep who calls on the Contractor must coordinate directly with the National Account Rep for estimates, pricing, and project management. The local rep should operate as an extension of the National Account Rep.
- 7. AAON will address policy violations by Reps as needed to maintain the spirit of this policy. In the event a National Account project is quoted by a Rep who is not responsible for the National Account, without permission, AAON has the right to take action to rectify the situation. If the project is secured by the Rep who violated the policy, AAON will:
  - a. Reassign commissions as appropriate from the offending Rep to the National Account Rep.
  - b. If the order is placed by the offending Rep as a buy resale transaction without commission paid from AAON to the Rep(s), AAON will issue a debit to the offending Rep's account to recoup appropriate commission due the

- National Account Rep.
- c. If needed to remedy the commission due to the National Account Rep, AAON may withhold commissions on other orders from the offending Rep.
- d. The offending Rep will also be held financially responsible to correct any problems caused by their quote, selections, ordered equipment, or any other cause.

NOTE: AAON maintains an updated list of National Accounts.

Contact your Regional Manager or the Sales Department for information on existing accounts.

# **National Account Request Form**

In order to obtain National account status, the following information must be submitted to the Director of National Accounts. After National Account Status is achieved, the following information must be submitted to the Director of National Accounts annually for as long as the Rep maintains National Account Status.

After obtaining National Account Status, the **Rep** will have 180 days to obtain an "AAON letter of intent" and an order for equipment. AAON will not approve other individuals or firms to approach the "National Account" during the protected period. Other reps may bid "National Account" projects in their area until you have obtained "National Account Status". The period may be extended, at AAON's option.

Rep Name and Company Name:	
National Account Name, address, phone & fax number	
Contact name and Title	
Total number of business locations and states where they are doing business	
Names of businesses under this parent company (if applicable)	
Building/Remodeling projections for the coming year	
Category or equipment: AAON products or BASX solutions	
Type of HVAC equipment used, quantity, unit size & unit features	
Estimated AAON sales to "National Account" for coming year	

Please send this completed form to the Director of National Accounts via e-mail.

# **Special Pricing Authorizations (SPA)**

A SPA is a supplemental order document to define AAON provided feature that is special, customized or additional. Any order requiring testing or customization beyond selectable part numbers or features requires a SPA.

SPAs are issued by the AAON Applications department. SPA requests should include an ECAT selection file and a concise explanation of what is needed. AAON Applications can be reached at <a href="mailto:aaon.com">aaon.com</a> or (918) 382-6274.

- 1. All SPA requests are subject to AAON approval before being issued and may not be available on all products.
- 2. SPAs are to be entered per unit or as a custom line item as directed by the SPA.
- 3. All pricing will be given as "list" price and the SPA will only be valid until specified expiration date listed on the SPA. Orders with expired SPAs will not be accepted.
- 4. The SPA may also require certain features to be selected or not selected to be used with specific features or special instructions called out on the SPA.
- 5. A SPA may be issued as job specific or Rep code specific and these SPAs are not to be used on other jobs or Rep firms.
- 6. A PDF or similar copy of the SPA will be provided to the Rep and a clean copy will need to be submitted with the order. Any changes or alterations of the document not entered into AAON's system by Applications will not be accepted as part of the order. Any alterations or notes added to the SPA will be considered as notes for the Reps use only.
- 7. Read each SPA carefully and follow the listed instructions explicitly, incorrectly entered SPAs will be subject to the change policy which may incur a fee.
- 8. If the SPA does not specifically call out the required modification, please contact Applications to get wording evaluated, clarified or modified before the order is entered.
- 9. AAON reserves the right to void SPAs or change pricing.

# **Representative Special Controls Guideline**

Effective 10/28/2010

As an option in all products except chillers, AAON allows the mounting of control systems that are furnished "by others." Control installation is limited by the available physical space, and the condition of our ETL listing as detailed in the "Rooftop Controls Applications Manual." Because of these limits, all installations of this type are on a per-job-basis with the pricing and availability determined for each job individually. Each job must undergo the same procedure because AAON does not keep this information on file for future jobs. The Rep serves as the sole source for the passage of information between AAON and the controls manufacturer/provider. Further, the Rep must review & verify all controls documentation.

#### In order to accomplish an installation of this type, ALL of the following steps must be completed:

- 1. Requests for special control installation pricing must be made to the AAON Applications Engineering department prior to requesting a SPA and/or entering an order and must include the following:
  - a. Specific mounting and wiring cut sheets for each item that AAON will have to handle and/or install in each unit(s). These sheets must include physical dimensions, wire detail, and must be sufficiently complete so that they can be used by AAON Engineering and Receiving departments. Please note that sending in more documentation than necessary (ex: entire manuals) will be kicked back to the rep and they will be responsible for going through it and only sending in the sheets that are requested above.
  - b. A verified and approved unit specific point-to-point wiring diagram showing how the items are connected. Any special wiring procedures must be noted on the wiring diagram. As standard, AAON will only show factory-mounted parts on AAON's wire diagram. If the field mounted devices that are shown on the customer supplied wire diagram need to be shown on AAON's diagram, then the rep is responsible for letting AAON know up front. This will need to be noted on the SPA and additional cost will be assigned. Any unit-required control points, which are not shown on diagram, will be terminated at a low voltage terminal block for field wiring. Ladder diagrams, point lists, or flow diagrams will not suffice for this requirement.
  - c. The "Special Parts Request" form filled out by the Rep or Controls Engineer for each individual unit's control arrangement covering all the equipment on the order, must also be provided. The submitted form must indicate all parts to be shipped for installation and have the manufacturer's part number.
    - i. All unit-specific customer supplied parts must have an independent C-part number. For example, if there are multiple units on an order using the same control board, but each control board has independent programming based on RTU tag, each board will need to have a separate C-part number.
    - ii. Each unit will need to be ordered on a separate line item so that the C-part corresponding to that unit can be correctly placed on the bill of materials.
    - iii. When filling out the C-parts list, each part with different programming must be on a separate line, even if they have the same manufacturer's part number. If all units are on the same line item, all C-parts will have the same part number, and it will be assumed that all parts with the same part number are identical parts.
    - iv. Each customer-supplied part must also be clearly labeled with the correct C-part number in order to be received by AAON as defined in the AAON Rep Policy Manual. If parts are not correctly identified by the sales Rep or the person responsible for documenting customer supplied controls, and AAON installs an incorrect part into a unit, the Rep will be responsible for the financial cost to correct the situation. As an example, if two (2) controllers with different programming are given the same C-part number by AAON because the Rep did not call out that each controller had unit specific programming, then the Rep will be responsible for switching the controllers in the field to correct the situation.
      - a. Along with identifying the control hardware on the Special Parts Request form, there is a separate column that the rep will need to fill out showing the location of the customer supplied device within the AAON unit. This is to show AAON personnel where they will mount the sensors. Customer supplied flow diagrams showing device placement will NOT be accepted.

- b. AAON ECat unit worksheets must be provided with each unit submitted. If any changes are done to the unit after the controls package has been reviewed, the Rep is responsible for resending it to Applications Engineering to make sure that all necessary control points are covered before the job comes in house.
- 2. After the above information has been received, AAON will review it to ensure that we can comply with the requested system installation. It must be noted that we cannot comply with ALL requests due to the limited space available in the equipment and the practical limits of serviceability. After the analysis is successfully completed, you will receive a Special Pricing Authorization form (SPA) with a List Price for the special controls.

The following are examples of customer supplied parts that will not be accepted.

- Actuators
- 2. Isolation transformer(s)
- 3. 24V AC relays
- 4. Air flow measure stations probes
- 5. Clogged filter switch
- 6. Discharge mounted sensors
  - a. Supply Air temperature sensor
  - b. Freezestat
  - c. Low Limit Control
- 7. If required, shielded wires will only be allowed for analog devices
- 3. If the AAON installation offer becomes an order, you must send with the order write-up:
  - a. A copy of the SPA that was issued for the job. No order can be entered into the AAON system for processing without the "Special Price Authorization" form.
  - b. The "Special Parts Request" form that you have completed for each individual unit's control arrangement covering all the equipment of the order. The shaded areas on the form will be completed by AAON and returned to you. The submitted form must indicate all parts to be shipped for installation and have the manufacturer's part number. AAON will add the AAON "C" numbers to the completed form and return it to you. The parts to be installed must then be shipped to Tulsa or Longview with their boxes marked with the "C" numbers and job name. All parts are to be shipped in a single shipment and are to arrive no later than the requested date on the form.
  - c. Substituted "C" parts must be resubmitted per item A above. A change of order charge and lead time adjustment may be applied.
- 4. After the order has gone through engineering, the following problems could occur:
  - a. The customer supplied part comes in but does not match the vendor part number on the customer supplied parts list and is requested to replace a part on the parts list.
  - b. The part comes in and matches the vendor part number on the customer supplied parts form but has different terminals, wire quantity or wire colors than that of the customer supplied wire diagrams or the cut sheets.
  - c. Parts received after the "must arrive" date on the customer supplied parts list (this date is assigned when the "C" numbers are assigned)

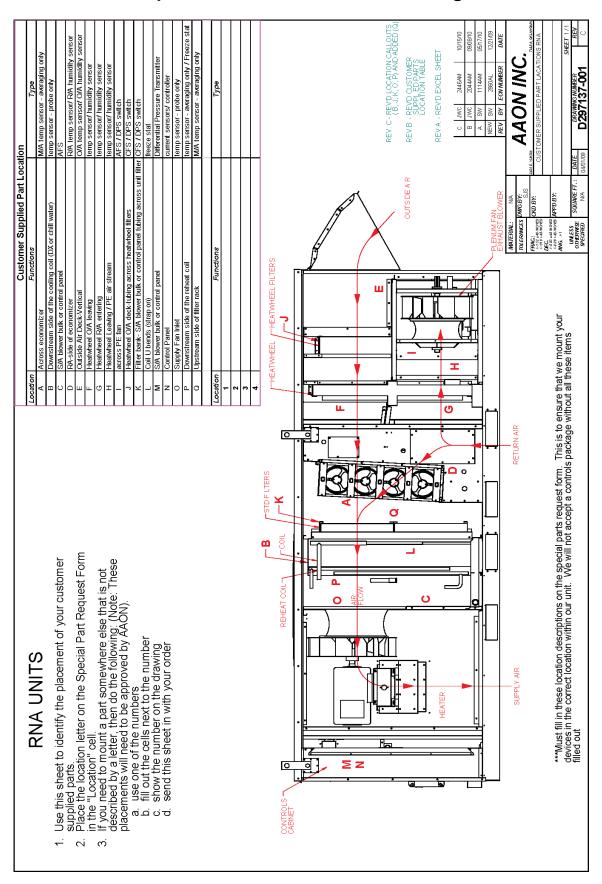
These problems will need to be addressed or it will result in significant delays in processing the order.

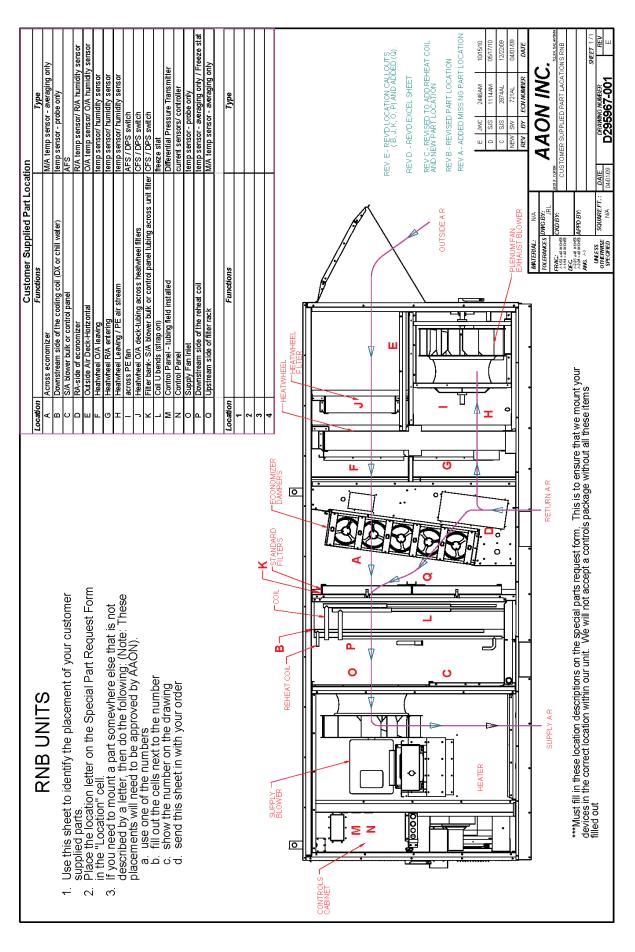
If an order is changed after being entered and processed, a charge for re-engineering will be added. Lead dates and hold status may be adjusted depending on the change.

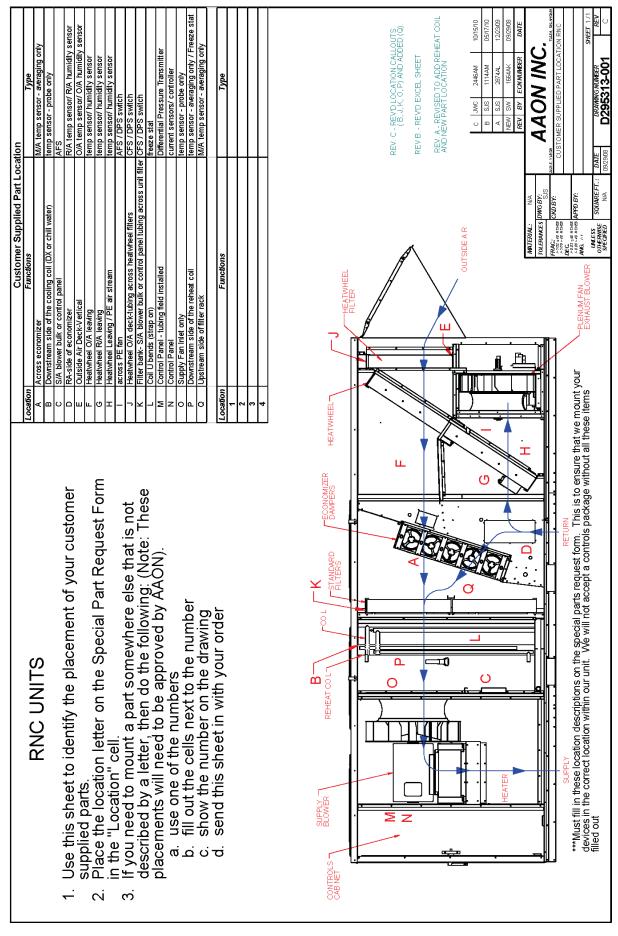
Due to the great number of jobs and parts that are being processed at any one time in Tulsa or Longview, it is imperative that the sales Rep stay in the communication chain and follow through with the required information so that AAON can efficiently process the order. **Until all of the above is completed, the order cannot be entered into AAON's system. Note that lead times and scheduling begin only after all required forms are received and approved.** 

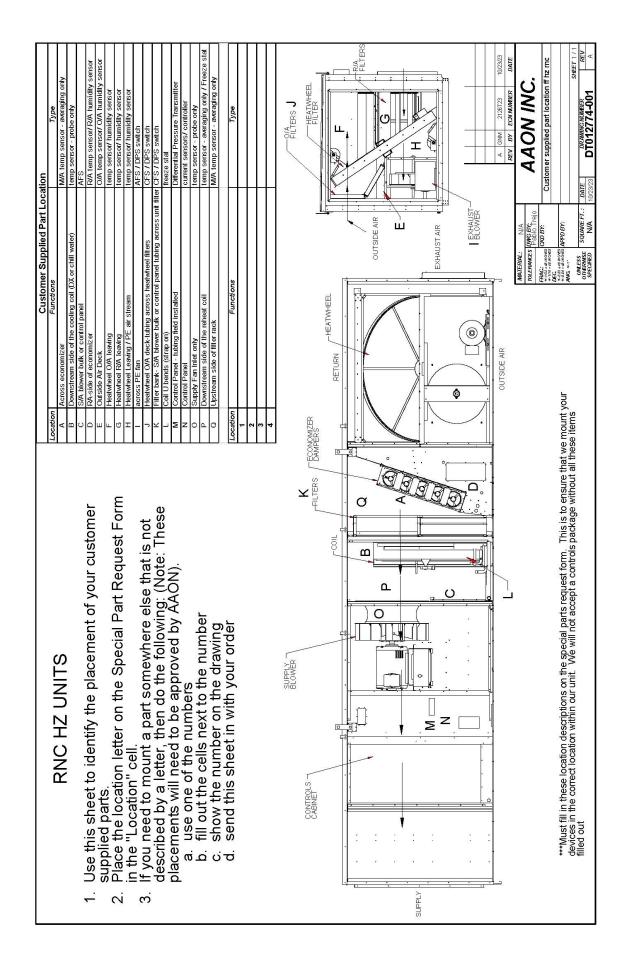
AAON, In	C.			Special	Parts Reque	st Fo	orm
2425 South Y							
Tulsa, Oklaho				Date:			
•	2266 Fax: 918-382-636	67					
Job Name:							
Vendor:				Ship To:	AAON, INC.		
					2425 SOUTH Y	UKON	١
					TULSA, OK 747	07	
Must Arrive r							
	list must be included w			e AAON fa	ctory. The parts	must	arrive no
	eeks before the schedu						
	only) AAON Drawing	# is D3038	24-001				
AAON issued		Unit	l ,	Description	า	Qty.	Location
"C" #	Part Number	Rtu #(s)	•	Dooonpaoi		Qty.	Location
						<u> </u>	
						<u> </u>	
	s received must be id						
wire cold	oring, and vendor par	rt #s, etc. D	eviations will re	esult in a	"change of ord	∍r" ch	arge.
Instructions:							
<b>DATE".</b> Parts rece others. AAON will	oe shipped freight prepaid to t sived after this date may, at A accept no liability or charges	AON's option, s for items that	be shipped as loose are shipped loose du	items with th e to late arriv	e AAON units for field val. Parts shipments r	d install eceived	ation by by AAON
	ove job name, AAON "C" num	•					
раскіну зіір. Білег	rent type parts may be shippe		pecial Parts Req	-		пагкес	as required.

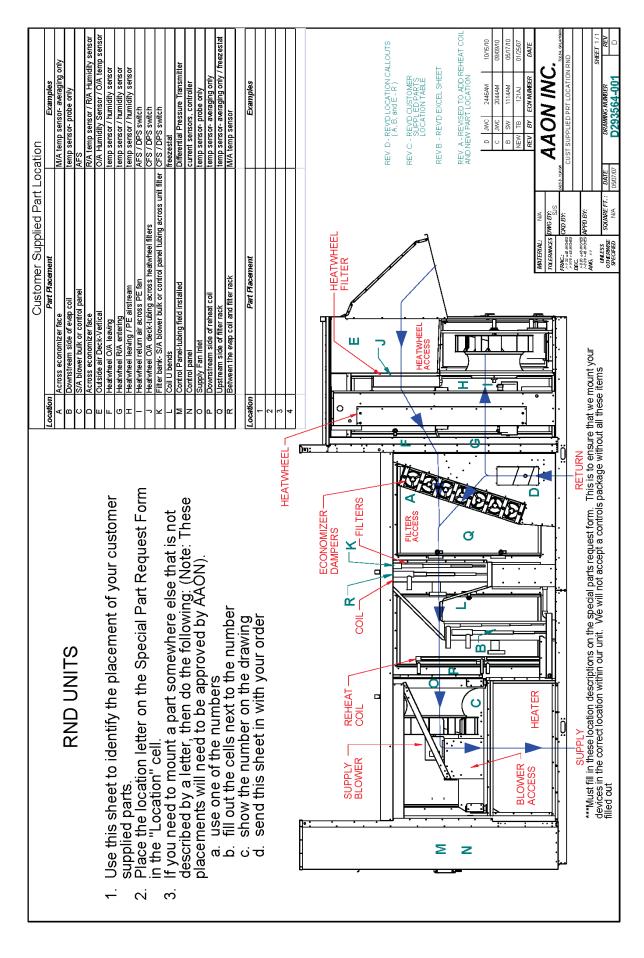
# **Special Controls Locations Drawings**











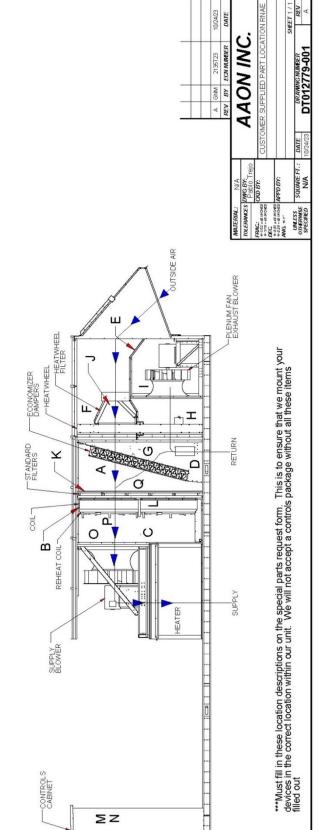
# **RNAE UNITS**

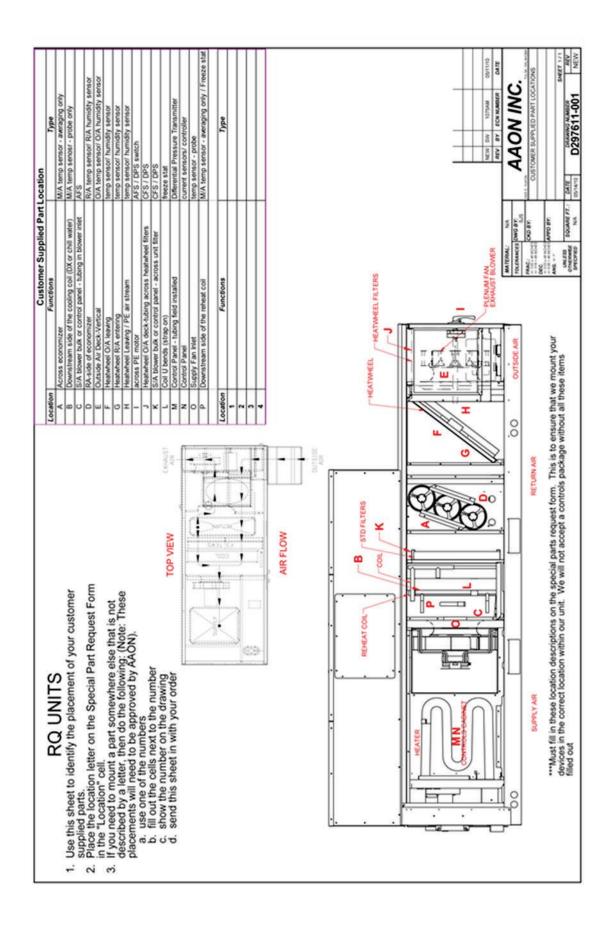
se this sheet to identify the placement of your customer upplied parts.

lace the location letter on the Special Part Request Form the "Location" cell. you need to mount a part somewhere else that is not escribed by a letter, then do the following: (Note: These lacements will need to be approved by AAON).

a. use one of the numbers
b. fill out the cells next to the number
c. show the number on the drawing
d. send this sheet in with your order

Toomoo-		odí.
A	Across economizer	M/A temp sensor - averaging only
В	Downstream side of the cooling coil (DX or chill water)	temp sensor - probe only
၁	S/A blower bulk or control panel	AFS
۵	RA-side of economizer	R/A temp sensor/ R/A humidity sensor
ш	Outside Air Deck	O/A temp sensor/ O/A humidity sensor
ш	Heatwheel O/A leaving	temp sensor/ humidity sensor
ტ	Heatwheel R/A leaving	temp sensor/ humidity sensor
I	Heatwheel Leaving / PE air stream	temp sensor/ humidity sensor
-	across PE fan	AFS / DPS switch
7	Heatwheel O/A deck-tubing across heatwheel filters	CFS / DPS switch
¥	Filter bank- S/A blower bulk or control panel tubing across unit filter CFS / DPS switch	CFS / DPS switch
٦	Coil U bends (strap on)	freeze stat
M	Control Panel - tubing field installed	Differential Pressure Transmitter
z	Control Panel	current sensors/ controller
0	Supply Fan Inlet only	temp sensor - probe only
Ь	Downstream side of the reheat coil	temp sensor - averaging only / Freeze stat
Ø	Upstream side of filter rack	M/A temp sensor - averaging only
Location	Functions	Туре
-		
2		
3		
4		





# **NAIC Testing Policy**

#### Witness Testing and Performance Testing

All unit testing and inspections must be pre-planned and approved by AAON. Testing and customer inspections will only be offered by valid Special Pricing Authorization (SPA). Contact Applications at <a href="mailto:aaonapps1@aaon.com">aaonapps1@aaon.com</a> to obtain a SPA. Refer to the SPA policy section for details.

Witness and Performance testing must also conform to the Customer Visit policy. See Customer Visit policy.

- All visitors must have an accompanying AAON employee "host" while at an AAON facility. This is usually your regional manager.
- Filming or photography inside AAON's facility is prohibited unless permission has been obtained.
- All visitors must follow all safety instructions and Personal Protective Equipment (PPE) must be worn in designated areas including Steel Toe footwear and Safety Glasses. (AAON provided)

All **Inspections, Witness testing** and **Performance testing** will be performed in the Norman Asbjornson Innovation Center (NAIC) or as directed by AAON.

Witness Test (duplicated end of line test/ run test/unit inspection) or Performance Test (chamber test/specification testing) allows representatives and customers to interact with testing personnel and request specific operations and testing. A SPA will define: scope, testing standards, rules, duration, pricing and specifics of the testing. Final scheduling will begin once the order is received and may change from estimated dates given when the SPA is issued based on availability. Added lead time is often necessary and will be based on scheduling. Coordinate with Customer Service for the expected trip date.

#### Please read the SPA carefully to make sure it fully addresses your needs.

Requested modifications before or during testing may not be able to be accommodated, but will need to be submitted in writing to the AAON host if necessary. Pricing of modifications must to be agreed upon before work begins. Deficiencies will be via "punch list" and will be completed by AAON production and also must be submitted to the AAON host.

#### How to enter Testing SPA.

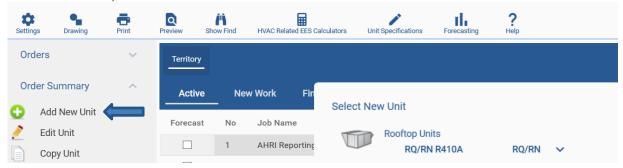
- Each unit test will need to have its own SPA. (Defined by RTU tag or similar designation)
- Each testing SPA will need to be entered on its own line on the order.
- Specific Order instructions will be given with the SPA.

#### Example:

ORDER AS A SEPARATE LINE ITEM THROUGH CONTROL & ACCESSORIES IN ECAT. USE CUSTOM LINE ITEM.

AAON PART # - DEPT-NAIC-SP40008
MFG PART NUMBER - DEPT-NAIC-SP40008
DESCRIPTION - NAIC TEST-RTU-1
LIST ADD PRICE - \$[TO BE DETERMINED]

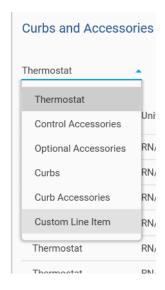
#### To enter the SPA, select "Add New Unit"



#### Select "Curbs/Accessories"



Select "Custom Line Item" and enter the SPA number and pricing per the SPA instructions.



## **Customer Visit Policy**

#### **Customer Visit Coordination**

The sales rep hosting guests must contact their AAON Regional Manager to coordinate a factory visit of any nature. Customer visits may be a tour of one of the three AAON locations, customer or technician witness test, or special testing requested by the customer.

#### **Factory Visit Forms**

All factory tours should be arranged through your AAON Regional Sales Manager. We first require that a Factory Visit Form be completed and provided to the Regional Sales Manager hosting your group. There are two forms based on the type of trip you are planning. They provide a great deal of information to your host to best arrange your factory tours. The Customer Visit forms are available on Rep Central under Marketing — Experience AAON or at <a href="https://share.hsforms.com/1u9fRCjkuSq61GA7ijfSWngdroio">https://share.hsforms.com/1u9fRCjkuSq61GA7ijfSWngdroio</a>.

#### **Reimbursement Guidelines**

Reimbursement of customer visit expenses are for potential revenue-producing events. A revenue-producing event is as defined as a visit with customers from which we are hoping to obtain new or additional business. A factory witness test is defined as a visit with customers who have already purchased equipment which would not be a potential revenue-producing event. Submit receipts for reimbursement in writing to <a href="mailto:customerservice@aaon.com">customerservice@aaon.com</a>. All reimbursements require approval from the Director of Sales.

#### Hotel

Your Regional Manager is able to provide a list of hotels where AAON has a corporate rate agreement. Sales Support will make hotel room reservations for you.

#### Travel - Factory

The AAON approved hotel provides complimentary shuttle from the airport to the hotel.

AAON Support can arrange for charter buses to transport the group from the airport to the hotel, dinner, events, and AAON within the city of the factory as needed. If the rep requests transportation from an airport in another city, for example Oklahoma City, AAON may assist with arrangements on a case-by-case basis. The rep may be responsible for a portion of those travel costs.

#### Meals

AAON will provide breakfast at the approved AAON hotel via breakfast voucher and this is included in the corporate room rate. AAON staff typically pay for one evening meal the night before or day of the factory visit and lunch the day of the factory visit. Additional meals required may be at the cost of the sales rep. These additional meals will be at the discretion of the Regional Manager and will depend on the nature of the visit.

#### Travel - Airfare

- If you choose to fly commercial to AAON, AAON will pay the standard coach fare for all customers. The sales rep will email the flight receipts to their Regional Manager or Sales Support. Checks will be issued once the customer visit has concluded.
- 2. If the rep chooses to charter a plane for the trip, they must provide a quote to their Regional Manager in advance so the Director of Sales can review it for reimbursement approval. AAON may reimburse ½ of these expenses if the quote is comparable to a commercial coach fare. If the quote for the charter significantly exceeds that of a coach fare per person, the amount of the reimbursement will be at the discretion of the Director of Sales.

#### **Key Decision Maker Visit Promotion**

This promotion includes traveling to either or multiple AAON factories to show key customers all AAON has to offer. Visiting multiple factories will most likely require an overnight stay.

AAON sales representatives must contact their Regional Sales Manager for consideration and approval.

Two private jet options are available through Flexjet for Key Decision Maker Visits, which include the following:

- 1. Private jet flights to and from the chosen and approved factory locations (with AAON covering 50% of the costs)
- 2. Strategy planning sessions with rep to discuss visit objectives
- 3. Appropriate AAON leadership to host rep and customers during the visit
- 4. Tour of factories
- 5. Dinner & hotel stay (if applicable)

# **Shipping Policy**

Produced equipment must be shipped. AAON does not have the ability to store equipment. All items are shipped F.O.B. AAON, Tulsa, OK, or F.O.B. AAON Coil Products, Longview, TX. Title for goods sold transfers to the purchaser upon delivery of goods to freight carrier.

- Equipment prices do not include freight costs unless added to the order quote.
- Shipping information (bill of lading, carrier, carrier number) can be obtained at <a href="www.aaon.com">www.aaon.com</a> 24 hours after the equipment has shipped under the Rep Order Status menu.
- Title to equipment transfers to the purchaser upon delivery of goods to freight carrier, which makes it the responsibility of the purchaser to inspect all items before they are accepted and removed from the freight carrier's vehicle. If items have sustained damage while in transit, it is the responsibility of the purchaser to file the necessary freight claims. AAON will assist in collecting for noted damages:
  - 1. Inspect all items for damage, both external & internal, before signing the Bill of Lading.
  - 2. Read the Bill of Lading for any special instructions and determine if the carrier is in compliance with them.
  - 3. If damage is noted then:
    - a. For damage that can be repaired on the jobsite, sign Bill of Lading accepted, but "noted with the following damage." Have driver co-sign the Bill of Lading noting the damage.
    - b. For damage too extensive to repair on jobsite, **contact AAON** to **determine if the proper action is to refuse delivery of the item and have carrier return it to AAON**. From this point, AAON will advise procedure on returning equipment.
  - 4. Call carrier for immediate insurance inspection of damage.
  - 5. When damage has been determined, contact AAON's service/parts department for price quote for repair parts. An order should be placed, via purchase order, for the necessary parts at this time.
  - 6. File an insurance claim for all parts, labor, freight, etc., necessary to repair the unit(s).
  - 7. With carrier's permission, repair the unit(s).
  - 8. Follow up on freight claim to insure payment. If assistance is required for filing or processing a freight claim, contact AAON's shipping department.
- For damage claims when using a 3<sup>rd</sup> Party Carrier, please contact the 3<sup>rd</sup> Party Carrier for instructions and processing of claim.
- For equipment produced at the Tulsa, OK facility, AAON policy is to ship via air-ride, flatbed trailer, which is more costly but much less prone to damage in shipment. Orders requiring delivery to a jobsite at a specific time and date can be arranged but added costs are incurred. If a delivery of this type (predetermined date & time of day) arrives late, causing added crane charges, it is the responsibility of the purchaser to recover these costs from the freight company, not from AAON.

# Shipping Policy for Line 4 and 5 Equipment \*Needed for RNE and RZ, units\*

Tulsa Line 4 and 5 Produce RN-E and RZ Models of equipment. Most times each unit comprises a truckload. When completed these units occupy a great deal of space at the "End of the line test area". Once completed these units need to be loaded immediately on a trailer to make room for other units to be tested.

When "Third Party" freight is selected, often times the unit is not picked up immediately resulting in these units remaining at the end of line test area days after completion; the size of the units produced on Line 4 and 5 encompasses a large amount of space and also requires a bridge crane to move around. This can result in a delay in access to the test area, therefore it may delay shipments for units that may be caught behind the "Third Party Freight" units.

Effective November 9, 2017, "Third Party Freight" is no longer allowed with Line 4 and 5 units. This policy change ensures a more timely delivery for equipment, as well as assists with preventing delays in production.

# **Tulsa Rooftop Freight Rate Instructions**

Tulsa equipment freight must be calculated through the online Freight Management tool. This tool is for Allowed Orders only and the PPA option has been removed. Every order that is not 3<sup>rd</sup> Party will need an SO# and freight line added to the DSO.

Below are instructions that must be followed for accurate freight rate calculations.

Access the Freight Management tool directly through this link: <u>AAON Freight Management Tool</u> or at <a href="https://kodistransportation.com/">https://kodistransportation.com/</a> Click the Menu – Client Portal Login.

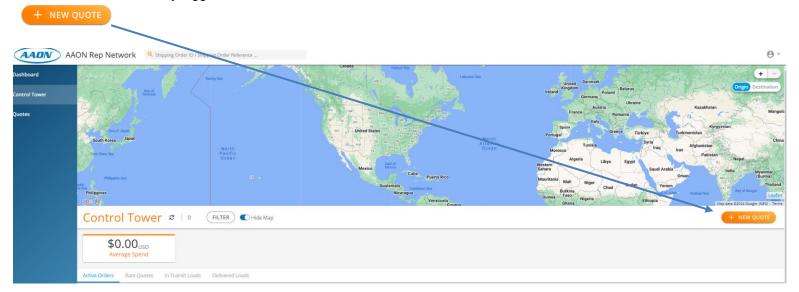
Use the provided login credentials:

AAON Rep

Password: Aaon2023\*
Password is case-sensitive

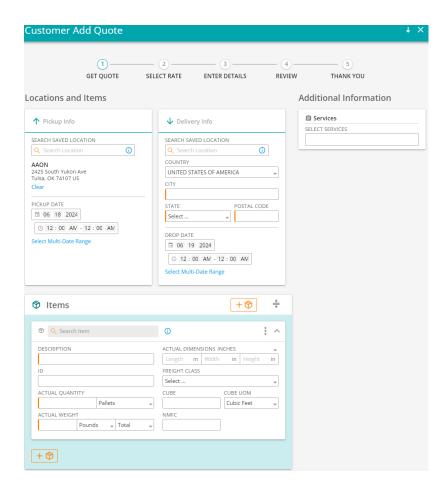
If you have any issues logging into the site, DO NOT CLICK FORGOT PASSWORD. Please contact KODIS.

Once you have successfully logged into the site, Click on New Quote



**Enter** the information in the Required Fields.

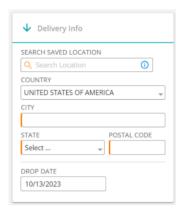
All fields highlighted in Orange are Required Fields.





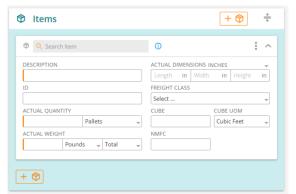
#### Complete the Pickup Info section

- Pickup location must be 2425 South Yukon Ave, Tulsa OK, 74107 US
- Pickup date must be equal to or before drop date.
  - Pricing will NOT vary based on dates.
    - These dates are arbitrary.
    - Pricing is based on linear foot not cabinet type/quantity.



#### Complete the **Delivery Info** section

- Drop date must be equal to or after pickup date
- When adding a delivery location, select the city/state/zip from the populated drop-down menu



#### Complete the Items section

The **Search Item** box is pre-loaded with cabinet inputs for the quickest selections.

- Search for "RN" or "RQ"
  - Scroll through and select correct cabinet configuration.
- To add an additional cabinet configuration, click on the add a cabinet button.



Repeat this process until all cabinet configurations are complete.

- o For RNE/RZ quotes, the actual dimensions will need to be manually entered. cutouts in the unit base alter the shipping height. Enter 102" for height.
  - For any assistance, contact KODIS at AAON Support@kodistransportation.com for assistance.

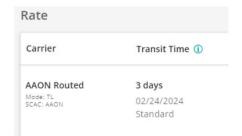
#### Services section

If dedicated shipment is required, contact KODIS AAON Support@kodistransportation.com

Once you have completed the required information for your quote, click on **Show Rates** to proceed with the quote process.

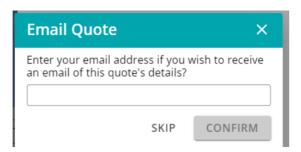


Please be aware that the Transit Time provided in your quote is subject to change and not guaranteed. For updates on transit for completed orders, please reach out to Kodis for real-time updates. If your order is still in processing, please contact AAON Customer Service at <a href="mailto:customerservice@aaon.com">customerservice@aaon.com</a> for status updates.





### A pop-up box will appear, Enter Email Address



### Check your Email Address for the SO#

Enter your freight quote per the applicable SO# in ECat.

Submit your SO# as an attachment to AAON Orders upon order entry.

Any questions, contact Kodis at <a href="mailto:AAON\_Support@kodistransportation.com">AAON\_Support@kodistransportation.com</a>

#### **Full Trailer Load Capacity**

The full trailer load unit quantities are as follows for similar equipment.

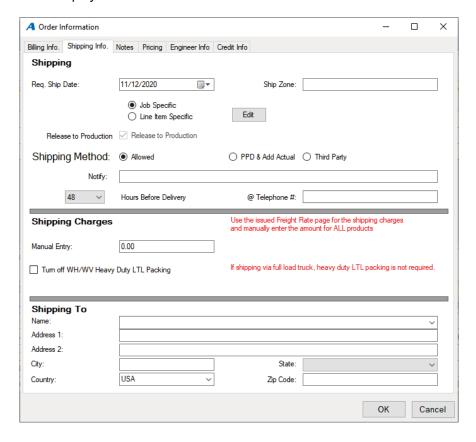
Cabinet Size	Standard	w/ Power Exhaust	w/ Heat Wheel
RQ	22	22	10
Α	14	10	10
В	14	10	8
С	9	7	6
D	3	3	3

Cabinets are stackable: RQ unit on top of RQ unit, A unit on top of A unit, B unit on top of B unit, and C unit on top of C unit. **Exception: RN units with low sound condenser fans are NOT stackable.** 

NOTE: 53' trailer must be used for illustrations above.

#### **3rd Party Freight Shipments**

If you choose to ship equipment via 3rd party freight, select "Third Party" under the Shipping Info. Tab of the Order Information screen in AAON ECat. Note that the "Manual Entry" box used for AAON Shipping will change to "3rd Party Freight Fee". This fee is applied to your order for the processing and handling of orders with 3rd party carriers. Your AAON ECat Order Information screen will display as follows:



For 3<sup>rd</sup> Party Freight, a flat fee of \$500 per trailer will be applied and shall be entered into the "3rd Party Freight Fee" box of AAON ECat.

#### Notice of Equipment Ready to Ship by 3rd Party Carriers

AAON provides notice to third-party carriers 24 hours before equipment will be ready to load at either the Tulsa, OK or Longview, TX factories.

Third-party carriers will have 24 hours after the equipment is ready to load at the factory. This gives the third-party carrier 48 hours after notification to make shipping arrangements and load the equipment.

If equipment is not picked up and loaded 24-hours after it is ready, AAON reserves the right to change the freight to "Allowed" and will use an AAON carrier to ship the equipment. If an order is changed to "Allowed" freight, the cost of freight will be added to the invoice for Buy/Resell orders or will be deducted from the "ordering" rep's commission for direct sales.

As an example, a third-party carrier will receive a call from AAON Shipping on Thursday afternoon at 4:00 pm that the equipment will be ready for loading at 4:00 pm on Friday. The third-party carrier will have until 4:00 pm Saturday to make shipping arrangements and load the equipment for shipment. This is a 48-hour window for the third-party carrier to make equipment shipping arrangements.

## **Longview Freight Rate Instructions**

Applies to Coils, SA & SB Series units, and, M2 & H3/V3 Series air handling units shipping from AAON Coil Products, Inc., Longview, TX 75602

#### The Program

**For Buy/Resell Orders** - AAON will add the actual freight charges when the order ships - before invoicing – the freight charges will not show on the order acknowledgement.

For Orders Taken in AAON – Longview's Name (Commission Orders) – AAON will pull the budgeted freight dollar amount from the order/commission, and place it on the order as an "estimated" freight dollar figure – the freight cost will show on the order acknowledgement. When the order ships, AAON will adjust that estimated freight dollar figure to actual charges, and will also adjust the commission so that the total matches the customer's purchase order. If there appears to be an issue with the total P.O. amount (equipment, freight, commissions) AAON will contact you for a revision.

#### **How to Estimate Freight**

#### **Flatbed Trailer**

First determine whether the load needs a flatbed trailer. If the height of the crated unit is over 100" or if the width of the crated unit is over 92", it must be shipped via flatbed trailer. Also, if the total crated length of all units in the shipment is greater than 12ft, it must be shipped via flatbed trailer. H3-A can be stacked on top of an H3-A. H3-B can be stacked on top of an H3-B.

M2 Series and SA Series are always shipped on a flatbed trailer.

CF sizes 26, 31, 40, 50, 60, and 70 are always shipped on a flatbed trailer.

V3-E with electric heat ships on a flatbed trailer, but can ship on LTL if shipping split. The electric heater causes the unit to exceed the 100" height limitation.

V3-C with new electric heat must be ship split to go on LTL.

If the shipment must ship via flatbed trailer, contact KODIS shipping to obtain a shipping quote:

Email: AAON Support@kodistransportation.com

Phone: (216) 394-0192

#### **eShipping**

For shipments that are less than a truckload (LTL), typically any load using less than fifteen feet of a trailer, access eShipping Exchange's website at <a href="https://mytms.eshipmanager.com/login">https://mytms.eshipmanager.com/login</a> Log into their shipping manager software with your rep office's login. If you do not know your office's login contact <a href="marketing@aaon.com">marketing@aaon.com</a>.

Once logged on, you can obtain a quote through the Quick Quote link for only one item and through the Quote tab at the top for multiple items. When using the Quick Quote, the freight class for a unit is 200 and for a coil is 85. The instructions below are for the Quote tab for more than one item.

To obtain a quote through the Quote tab, click Quote at the top of the page and enter the following information:

- 1) Origin Postal Code: this will always be 75602 when shipping from Longview, TX
- 2) Destination Postal Code
- 3) If any Accessorial requests (options below are needed at the destination, for example a lift gate, select the option boxes below the destination postal code. The origin option boxes can be left blank. If any boxes were checked, this information must also be communicated in order entry.
- 4) Product Information Description Use H3-C or a tag number (this description will not affect the price of the quote)
- 5) QTY if more than one identical unit, you can enter the number of identical units here
- 6) Package Type Pallets
- 7) Class 200 for units, 85 for coils

- 8) Weight and Dimensions: Use the table below to determine the dimensions and weights that must be added to the AAON ECat unit values in order to get the correct weight dimensions for the quote.
- 9) Click Add New Unit to add the next line
- 10) Click on the Get Quote button and it will provide you with several options to choose from depending on the cost or transit time required for the job. If there is a specific carrier or transit time requirement for your job, please specify that when submitting your job.

# All quotes received are just budgetary quotes and are subject to change depending on carrier availability, fuel cost, and actual product dimensions and weights at the time of shipment.

Shipment history can also be obtained from the eShipping software. From the home screen you can select the Analyze link. This link will take you to the Shipment History page. Under Filter Shipments, type the DSO number and then enter. This should pull up the shipping details of your shipment if it was shipped through eShipping.

To determine the freight costs for shipping units, you must determine the length, width, height, and weight of the units to be shipped. Crating size and weight must be added to the unit specific values provided in the AAON ECat drawings. Use the table below to determine the shipping values.

Crating Values To Be Added To AAON ECat Unit Values				
	Add to Length (inches)	Add to Width (inches)	Add to Height (inches)	Add to Weight (lbs)
H3 Series				
A/B Cabinet	8	8	8	250
C/D Cabinet	8	8	8	400
E Cabinet	8	8	8	500
V3 Series				
A/B Cabinet	8	8	n/a	250
C/D Cabinet	8	8	n/a	350
E Cabinet	8	8	n/a	450
SB Series	If Shipping Option F21 = 0 (One Piece Unit) – Add the values below to the SB unit. If Shipping Option F21 = A (Two Piece Unit) – Add the values below to each piece of the SB unit.			
003 - 005	8	8	n/a	250
006 - 018	8	8	n/a	350
CF Series	If Shipping Option F17 = A (Crating) - Add the values below to the CF unit.  If Shipping Option F17 = 0 (Standard) – No adjustments to the dimensions are needed unless the equipment is ordered with an external disconnect. In which case, add the depth of the disconnect, including handle, to the width of the equipment.			
2-7 ton	9	12	11	250
9-15 ton	12	11	10	300
16-25 & 30 ton	10	10	10	500
26 & 31-70 ton	No crating – must ship on flatbed  Contact KODIS for freight quote.  Email: AAON Support@kodistransportation.com Phone: (216) 394 0192			
M2 Series & SA Series	Contact KODIS for freight quote. Email: AAON_Support@kodistransportation.com Phone: (216) 394 0192			

The rate estimate, including fuel surcharge, is based on the shipment information provided at the time of the quote. Final shipment charges will be determined at the time of shipment, by actual shipment characteristics, and any additional services provided.

#### **3rd Party Freight Shipments**

If you choose to ship equipment via 3rd party freight, select "Third Party" under the Shipping Info. tab of the Order Information screen in AAON ECat. Note that the "Manual Entry" box used for AAON Shipping will change to "3rd Party Freight Fee". This fee is applied to your order for the processing and handling of orders with 3rd party carriers.

For shipments, a flat fee of \$500 per trailer will be applied and shall be entered into the "3rd Party Freight Fee" box of AAON ECat.

# **Limited Warranty Policy Overview**

#### What is Covered:

The Limited Warranty covers repair and replacement of parts and components that fail to operate due to defects in material or workmanship when used under proper application, use, service, and maintenance.

#### **Warranty Documents:**

Warranty documents are available online under the rep login once the invoice is paid. Warranties will not be issued until the invoice is paid.

#### **Duration of coverage:**

M3, BL, CL, CN, HA, RZ, RL, RN, RQ, LN, LZ and Custom products: The Limited Warranty is effective for 12 months from the date of original installation, or 18 months from the date of original shipment from the factory, whichever occurs

WH and WV products: The Limited Warranty is effective for 60 months from the date of original installation. This warranty includes the compressors.

F1, CB, CF, LF, H3, V3, SA, SB and M2 products: The Limited Warranty is effective for 12 months from the date of original installation, or 18 months from the date of original shipment from the factory, whichever occurs first.

Compressors in HA, RQ, RZ, RL, RN, M2, SA and SB products: Compressors in these single package equipment products are covered for 60 months from the date of shipment from the factory.

Compressors in CB, CF, CN, CL, LF, LN, LZ and Custom products: Compressors in these products are covered for 12 months from the date of shipment from the factory. Optional 5-Year Extended Limited Warranties are available for purchase.

Aluminized Steel Gas Fired Heat Exchangers in RN & RQ products: Aluminized steel heat exchangers in these products are covered for 15 years from the date of shipment from the factory for the original purchase user.

Stainless Steel Gas Fired Heat Exchangers in RZ, RN & RQ products: Stainless steel heat exchangers in these products are covered for 25 years from the date of shipment from the factory for the original purchase user.

All Gas Fired Heat Exchangers in RL products: Gas fired heat exchangers in RL products are covered for 10 years from the date of original installation for the original purchase user. AAON will pay 100% of the fair trade price for the repaired or replacement heat exchanger, and will pay after the 5<sup>th</sup> year in accordance with the following: During the 6<sup>th</sup> year, AAON will pay 50%, during the 7<sup>th</sup> year AAON will pay 40%, during the 8<sup>th</sup> year AAON will pay 30%, during the 9<sup>th</sup> year AAON will pay 20%, and during the 10<sup>th</sup> year AAON will pay 10%.

Limited Warranty Replacement Parts: If a replacement part sold by AAON is deemed defective due to material or manufacturing for a period of twelve (12) months from date of initial installation or eighteen (18) months from date of purchase, whoever expires first, AAON will provide a replacement part at no charge, less shipping charges. The Limited Warranty for Replacement Parts does not pay labor.

#### What is not covered:

The Limited Warranty does not cover:

- **Labor** or material charges.
- Shipping, packaging, handling of compressors after the first year of coverage. 2.
- Damage resulting from transportation, installation, or servicing.
- Damage or liability resulting from contingencies beyond the control of the factory such as governmental restrictions or restraint, strikes, short or reduced supply of raw materials or parts, accident, abuse, misuse, alteration, fire, flood, any natural disasters, or acts of God.

  Damage resulting from use of the product in a corrosive atmosphere.
- Damage resulting from inadequacy or interruption of electrical service, improper voltage conditions, blown fuses, or other electrical misuse.
- Damages resulting from inadequate maintenance.
- Air filters, belts, refrigerant moisture driers, fuses, or refrigerant.
- Damage resulting from frozen coils.
- 10. Damage resulting from inadequate supply of air or water.
- 11. Damage resulting from misapplication, or not following application, installation, operation, or maintenance instructions issued by AAON.

- 12. A product where the serial number has been altered, tampered with, removed, or is otherwise defaced or not determinable.
- 13. Shipping, packaging, or handling for return of defective parts to the factory if requested for warranty purposes.
- 14. Product use outside of the United States or its territories, and Canada.
- 15. Products used for residential applications or installed for use on residential structures (except 2 through 5 ton HB package units, F1 air handling units and CB condensing units).

#### What AAON will do:

AAON will, at its option, repair or replace parts that, in its judgment, show evidence of defects in material and workmanship as shipped from the factory under normal use and service, and when maintained according to the manufacturer's instructions. Replacement parts assume only the unused portion of the original limited warranty.

#### How Shipping is Paid:

Replacement parts during first year warranty are shipped ground freight allowed. Compressors and heat exchangers after their first year of warranty are shipped, freight prepaid and add (best way, F.O.B.f.o.b.) from AAON or one of its suppliers. All expedited freight is prepaid & add. When defective parts must be returned in exchange for replacement parts, the customer must pay for shipping to return the defective parts, and the customer must return the parts along with the assigned return goods authorization (RGA) within thirty (30) days of ship date of the replacement parts or else be charged for the replacement parts. A one-time fifteen (15) day extension may be requested by emailing RGA@AAON.com. When defective parts must be returned to AAON for repair, AAON will pay for best-way shipping from and to the customer's address. The customer must pay for products shipped by any other method than best way as determined by AAON.

#### To Keep the Limited Warranty in Effect:

Equipment covered by the Limited Warranty must be installed on a non-residential building (except 2 through 5 ton HB package units, F1 air handling units and CB condensing units). It must be applied, installed, operated, and maintained according to instructions issued by AAON, and according to the official written limited warranty policy.

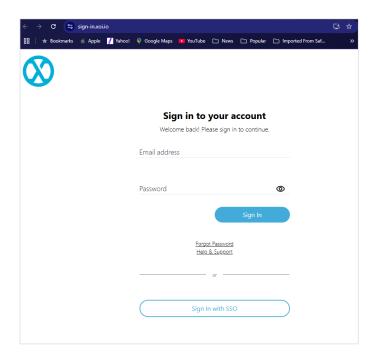
#### **Non-Standard Warranty:**

Warranties other than those described above can be issued for AAON products. Contact Applications Engineering with your request. Pricing will be issued by a Special Pricing Authorization (SPA) on a product-by-product basis, contingent on the options/features included and the warranty period requested. These extended product warranties become a part of the order, based on the previously issued SPA, at time of order entry.

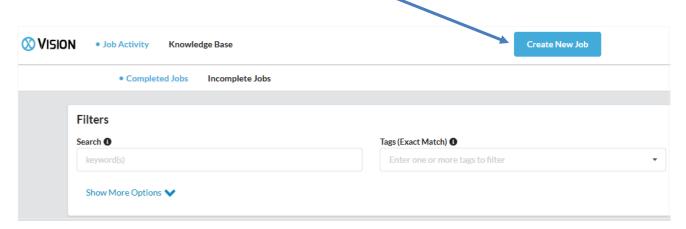
# **Warranty Claims Filing Procedures**

#### **Submitting Warranty Claim**

All warranty claims must be submitted exclusively through XOi. To start the claims process, login at sign-in.xoi.io.



Once you have successfully logged in, click Create New Job.



Evidence of defects, failures or missing components are required, including, but not limited to, photographs, videos, or return of original parts to the factory for testing. The factory reserves the right to withhold credit or shipment of replacement parts until the factory receives such evidence.

#### **Compressors and Motors**

For CF, LF, CB, H3, V3, M2, SB products only: When requesting replacement compressors or motors, the model and serial number of the failed compressor or motor must be provided in addition to the unit serial number to which the failed part belongs. For assistance filing your claim, please email <a href="mailto:XOI.Admin@AAON.COM">XOI.Admin@AAON.COM</a>

#### **Warranty Claim Status**

To check the status of warranty claims, login to XOi. Once you are logged in, check if the claim has new workflow tags with the warranty replacement order DSO, or directives from the Warranty Claim Specialist requesting more information. If neither is not found, please scroll to the bottom portion of the claim to see if the claim has been reviewed, approved, pending, placed on hold, or denied.

All claims created and submitted can be viewed by going to your XOi claim and clicking the associated tab.

For assistance with warranty claim orders such as order progress or tracking, please contact AaonWarrantyOrders@aaon.com.

### **Contacting Warranty Service Department**

Have the **UNIT SERIAL NUMBER** and a **FULL DESCRIPTION OF THE PROBLEM** available when you contact the appropriate Warranty Service Department:

techsupport@aaon.com

918-382-6450

AAON, Inc. ATTN: Warranty Dept. 2425 S. Yukon Tulsa, OK 74107

#### **Replacement Credit:**

If parts must be purchased locally due to an emergency, or other <u>verifiable</u> extenuating circumstance, then the factory may, at its sole discretion, allow replacement credit at the factory's replacement cost, or substitute a like product for the part used for the repair. The Warranty Department must be contacted regarding the replacement <u>no later than</u> the next business day following the day of repair. Emergency replacement credit is not guaranteed.

#### **Returned Goods:**

A *Return Goods Authorization (RGA)* is required for all items returned to the factory. When defective parts, components, or units must be returned, an RGA form will be issued to you by the Warranty Department. **Do not return goods without an RGA!** The factory Receiving Dock cannot track return goods unless an RGA accompanies the shipment. Therefore, goods returned to the factory without an RGA will not be replaced or credited and will be scrapped.

#### IMPORTANT:

- RGA shipment must be tagged with RGA number provided on RGA form; best if **boldly** marked on outside of packaging or container.
- A copy of the RGA must accompany the shipment; best if included with the packing list.
- Please follow any special instructions for return that may accompany the RGA, i.e. some compressor and motor returns, or shipping procedures.
- Re-stocking fees may apply to goods returned for credit or exchange. Minimum re-stocking fee is 25%.

To finalize an RGA for a warranty component(s) must be returned without damage that would hinder returning the component to the manufacturing partner. Should damage occur during shipping, it will be the shipping party's responsibility to file a freight claim. ALL AFORE MENTIONED DAMAGE WILL RESULT IN BEING BILLED FOR THE COMPONENT. You must scan a copy of the Bill of Lading, and email to AAON RGAs at-RGA@aaon.com. FAILURE TO FINALIZE ANY COMPONENT RETURN WITHIN THE 30 day(45 days with request of one-time extension) period from the date RGA is issued will result in your company being invoiced for the component,

regardless of whether you have returned the component or not. Failure to return component by the RGA return date will in result in warranty denial, any part previously provided at no cost & requested back on an RGA will have to be purchased, you will be billed for said parts for non-return. **ALL NON-RETURN CHARGES ARE FINAL** & will not be credited back even if the part is later returned.

If a returned part is found to be not faulty, the AAON representative's account will be debited for the cost of the replacement part at the representative's parts account cost

#### **Charges for Compressors and Motors:**

Compressors and motors provided under warranty may be charged against the customer account until returns are processed according to the RGA instructions, at which point the charge will be cleared from the account. The charge will remain payable in full if warranty returns are not processed according to the RGA instructions.

#### FOB Shipping & Freight Claims for Equipment LTL and Parts Parcel Shipments:

All products are shipped FOB ("Freight on Board", or "Free on Board") the factory. FOB means that ownership of the merchandise is transferred to the customer the moment that AAON transfers goods to the freight carrier. If your freight arrives damaged, then you must file a freight claim with the freight carrier to recover any loss or damage incurred in transit. AAON will assist you with freight claims.

Read the section titled *Shipping Policy* in this manual for more information about freight claims and AAON's shipping policies.

#### FOB Shipping & Freight Claims for Parts LTL Shipments (Purchased & Warranty, NOT 3rd Party):

All products are shipped FOB ("Freight on Board", or "Free on Board") the factory. FOB means that ownership of the merchandise is transferred to the customer the moment that AAON transfers goods to the freight carrier. For shipments shipped on May 1st, 2025, or later, which are lost or arrive damaged, then you must follow all instructions on the Quick Claim for LTL Shipments form. Claims must be filed directly with AAON using the form at this link and NOT with the individual freight carrier. To facilitate the claims process, AAON will work directly with our partners to come to a claim resolution using the supporting documents provided with the claim form by the rep.

Read the section titled *Shipping Policy* in this manual for more information about freight claims and AAON's shipping policies.

#### **Note about Email:**

#### Please use e-mail whenever possible when contacting AAON Warranty Service.

E-mail creates an accurate record and allows Warranty Service personnel to respond more quickly and efficiently than is normally permitted by voicemail. When sending email, please include your contact information such as phone and address so service personnel may reach you by other means if necessary. Also, must include required product data such as serial number or DSO, etc. Thanks for your cooperation.

# **RGA Sample Form**

### **Return Goods Authorization Form**

AAON, Inc.

2425 South Yukon Ave. Tulsa, Oklahoma 74107 Ph: (918) 583-2266

Fax: (918) 583-6094 Contact: JANE DOE RGA Date: 05/03/22

RGA # 123456

DSO#

Page 1

Cust.PO# SAMPLE12WAR

Job Name

# \*\*\*\* ALL PARTS NOT RETURNED BY 09/27/17 WILL BE BILLED \*\*\*\*

- Unit Customer

222222

CERTIFIED AAON RER FIRM 12442 NOTT STREET

GARDEN GROVE, CA 92841

- Ship-to for Replacement Parts-

E

20565 EAST VALLEY BOULEVARD

ATTN: MIKE WALNUT, CA 91789

Notify: JEREMY

Unit

Serial# Model:

RL-181-3-0-DE0Z-000

DSO

Invoice #

Job:

Customer PO# SAMPLE12WAR

# \*\*\*\* RGA # MUST BE MARKED ON CONTAINER AND ON BOL\*\*\*\* \*\*\*\* A COPY OF THIS FORM MUST ACCOMPANY SHIPMENT \*\*\*\*

Part Information						
Seq#	Part#	Description		Qty to Rtn	Reason for Return	
1	V93050	COMP TT300-G 4-ST-	Q-NC 460V	01	Part Defective	10
YOUR SHIPPING INSTRUCTIONS AND SHIP TO ADDRESS WILL BE LISTED IN						

## COMMENT SECTION\*\*IMPORTANT RGA POLICY LISTED IN RED BELOW\*\*

Ph#

Return Compressor to Emerson/Copeland at the following address via http://www.eshipping.biz/:

\*\*\*MARK FREIGHT COLLECT TO AAON \*\*\*
\*\*\*MUST INCLUDE THE TRK SHIPPING TAG\*\*\*

Emerson Climate Technologies 1675 W Campbell Rd Sidney, OH. 45365

THE RGA NUMBER MUST APPEAR ON THE BOL

To finalize an RGA for a warranty component(s) it must be returned without damage that would hinder returning the component to the manufacturing partner. Should damage occur during shipping, it will be the shipping party's responsibility to file a freight claim. ALL AFORE MENTIONED DAMAGE WILL RESULT IN BEING BILLED FOR THE COMPONENT. You must scan a copy of the Bill of Lading, and email to AAON RGAs at- RGA@aaon.com. FAILURE TO FINALIZE ANY COMPONENT RETURN WITHIN THE 30 day(45 days with request of one-time extension) period from the date RGA is issued will result in your company being invoiced for the component, regardless of whether you have returned the component or not.

## **Start-Up Repair Program** (a.k.a. "DOA Labor")

<u>READ FIRST</u>: The *Start-Up Repair Program* is not part of AAON's Limited Warranty policies. The Limited Warranty policies do not pay for labor. This program exists independently from any written warranty as an additional service to help cover replacement costs of equipment components that fail within the first 30 days of original start-up, when started up within 3 calendar months from original date of shipment from the factory. See other details, requirements, and conditions below.

#### **Eligibility:**

In order to qualify for start-up coverage, the equipment must meet all of the following conditions:

- Component failure must be due to defective parts or manufacturing, and must not have been caused by conditions after shipment from the factory.
- Component failure must be verifiable as having been caused by defective parts or manufacturing. Component failure must have occurred within 30 days of the original equipment start date.
- Equipment must not have been started up later than 3 calendar months from the original date of shipment from the factory.
- Original equipment start date must be verifiable.
- Both heating and cooling (whichever is present) must have been checked at start-up, regardless of outdoor conditions at the time of start-up.

#### Making a Claim:

Note: Photos may be required as evidence of failure.

#### Authorization

FACTORY APPROVAL IS REQUIRED IN ADVANCE OF ANY REPAIRS. The factory will not pay for unauthorized repairs. The Warranty Service department must issue a Labor Authorization before any repairs are made under the *Start-Up Repair Program*. Only AAON's factory Warranty Service Managers, and their designees, can approve repair labor via issuance of a Labor Authorization. Emergency repairs are not guaranteed coverage by the *Start-Up Repair Program*.

#### **Allowances**

The *Start-Up Repair Program* is designed to cover <u>costs</u> for repair of component failures. The program is not designed to pay for warranty coverage offered by the factory representative, a contractor, or any other third party. Use of the program for profit of any kind will be considered abuse and may result in prohibition from participation in the program, or future optional programs offered by AAON.

The Labor Authorization will show the time authorized for repair at a rate determined by economic factors by state. This allowance is for on-the-job time only that exclusively includes the time for the approved repair. Travel, lodging, mileage, delivery, rigging, hoisting, maintenance, service calls, check ups, troubleshooting, meetings, overtime, or other such incidentals are not covered, and will not be paid for by AAON under the *Start-Up Repair Program*.

#### **Obtaining Payment**

An AAON Factory Representative must generate and provide an invoice directly to AAON in order to receive the approved credit. Invoices or bills from service contractors or other third party organizations to AAON are not acceptable, unless specifically authorized by AAON. Invoices must be issued to AAON within 90 days of the completion of the authorized work.

The following information must be furnished with every invoice without exception:

- Completed Quality Assurance Form
- The Labor Authorization issued by AAON Warranty Service.
- Name and address of job, and the name and contact information of the repair contractor(s).
- Copy of service or repair ticket(s). Service ticket(s) must include all repair dates, serial number of unit repaired, detailed description of failure and repair work performed. Service ticket must be legible.

Please remember that each claim is reviewed individually. AAON Warranty Service requests that all required information be furnished with your invoice and that the information given is complete and in sufficient detail to properly evaluate the claim. Insufficient information or improper filing of claims will delay processing.

#### Delayed Start-up and Extended "DOA Labor"

When necessary, AAON is willing to provide an extended start-up period at no cost to the job; however, we must be notified that the equipment for a specific project will not be started in the standard timeframe allowed. The notification should come as a request to the Tech Support Department within three (3) calendar months from original date of shipment and must include the DSO and the serial numbers of the equipment for which the request is made. At the time of notification, you will be given a set of instructions by a member of the Tech Support Department. These instructions require certain procedures be completed to protect the equipment. You must act on the requested information and, in turn, provide a written report of completion of these requirements to Tech Support to receive an extended start-uptimeframe. This extension of start-up coverage will be a reasonable time, i.e., up to 6 months after shipment of the equipment. The Start-up Repair Program will be extended upon successful completion of the delayed start-up procedures & documentation being received by the Tech Support Department. This extension for start-up coverage will not change the written timeframe for warranty parts coverage start and end dates, as described in the AAON Limited Warranty Certificate.

Failure to notify the Tech Support Department of the need for an extended start-up within the first 3 months after shipment will result in the sales representative being responsible for all labor costs associated with parts replacement and/or repairs. AAON will cover the cost of the parts only through the standard warranty policy timeframe. AAON will not cover any additional charges for refrigerant, miscellaneous materials, etc. There will be no exceptions to this policy.

#### **Labor and Miscellaneous Allowances**

For allowed DOA labor hours, please contact techsupport@aaon.com or 918-382-6450.

Refrigerant, where applicable, will be allowed at market price.

Consumable items or tool use, where applicable, will be allowed at \$50.00 minimum per circuit.

#### **Standard Terms of Sale**

(insert new image of TOS here)

AAON Inc. STANDARD TERMS OF SALE REVISION DATE MAY 2025

1.0 ACCEPTANCE. If the provisions of this acknowledgement differ in any way from the terms and conditions of the Buyer's Purchase Order, this acknowledgement will be construed as a COLINTEROFFER AND WILL NOT BE FFECTIVE AS AN ACCEPTANCE OF Buyer's terms and conditions which conflict herewith. The terms and conditions contained herein will be the complete and exclusive statement of the terms of the agreement of the parties. Buyer's acceptance of the goods sold hereunder will irrevocably evidence Buyer's agreement to the terms, conditions and provisions hereof.

- provisions hereof.

  2.0 DELIVERY

  2.1 AAON, Inc. (AAON) will use its reasonable best afforts to make shipmens on the date
  or dates designated, but shipment dates are approximate and are based upon timely receipt of all
  or dates designated, but shipment dates are approximate and are based upon timely receipt of all
  manufacture. All tisk of loss or damage or delay of goods in transfar are borne by the Buyer unless
  otherwise stipulated. All claims for breakage, damage or shortage must be made to the carrier
  within ten (10) days of receipt of the goods from the shipper. If specifically requested by the Buyer,
  shipmens shall be made in the manner and by the carrier requested by Buyer, but where questions
  arise concerning suitability of carriers, the decision of AAON will be final engainst Buyer, AAON
  may refuse to make, or delay making delivery in any of the following eventualisating with AAON,
  22.2 Without incurring any liability or variers, the decision of AAON will be final engainst Buyer, AAON
  may refuse to make, or delay making delivery in any of the following eventualisating with AAON,
  22.2 Subdra refusal or delay its caused by circumstances beyond the resonable control of AAON,
  22.3 Buyer files a voluntary pedition in bankruptor, or commences any action or proceedings seeking
  reorganization or is unable to pay its debts as they mature.
  22.4 Buyer requested and AAON consents, in writing, to changes or modifications in the equipment
  covered hereby.

- 2.2.4 Buyer requested and AAON consents, in writing, to changes or modifications in the equipment covered hereby.

  3.0 WARRANTES AND LIABILITIES

  3.1 AAON warrants that the equipment sold hereunder will be, in all material respects, free of defects in workmanship or materials, will be the kind designated, and will perform in accordance with specifications when AAON has agreed in writing to undertake full responsibility for the design. Subject to the limitations set forth herein, AAON agrees to indemnify and hold Buyer harmless against direct liability actually incurred by Buyer arising out of damage to or destruction of property, residing from a delect in any rootucts old to Buyer by AAON, provided, (f) such property, residing from a delect in any way by Buyer or any user to whom it has been sold by Buyer, and (iii) AAON is given prompt notice of such complaints, claims, or legal actions, AAON is permitted to control the defense and resolution thereof and the Buyer cooperates, at Buyer's expense, in the defense thereof.

  THIS WARRANTY IS IN ILEU OF ALL OF HER WARRANTIES, DYRESS OR IMPLIED, INCLIDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS OR ANY PARTICLAR PURKON, THE ASSILLED THE ROBLICATION WITH THE SALE OF AAON. BELIABELITY IN CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELITY OF THE CONNECTION WITH THE SALE OF AAON. BELIABELI 3.0 WARRANTIES AND LIABILITIES
  3.1 AAON WARRANTIES

- expense caused, directly or indirectly, by the negligent actions or omissions of the Buyer, or its agents, in connection herewith. If, due to circumstances beyond the reasonable control of AAON and in order to meet a fixed delivery date, the cost for labor, parts or material shall be in excess of those assumed by AAON, Buyer has the option of payment of the excess costs as shown or acceptance of delayed delivery, If, in the judgment of AAON, the financial condition of Buyer at any time does not justify condituation of production or shipment on the terms of payment originally specified, AAON may require full or partial payment in advance and, in the event of the application of bankruptry or insolvency laws, AAON shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges. Until such time as AAON has received payment in full for equipment or parts sold, AAON shall have a security interest theein. The Buyer agrees to extend such reasonable cooperation as AAON may require, including the execution of financing scatements or other documents in order for said security interest to be perfected as against third parties. In the event of default by Buyer, AAON shall have available all rights at law or equity to a secured seller, including the right content upon the premises where such equipment or parts shall be located for purpose of removing same or rendering of inoperative and all such rights shall be cumulative.

4.0 PAYMENT AND PRICE
4.1 Unless otherwise stated in writing, the following payment terms will apply: Sight draft/bill of lading unless open account terms are approved by AAON Credit Department prior to shipment. No retainages are allowed unless agreed to in writing prior to shipment. All invoices are net thirty (30) days. Interest of 1.5% per month will be charged on past due accounts. A security agreement,

- granting AAON, Inc. a mortgage interest in the equipment until fully paid for, along with other legal rights, may be required prior to shipment. In addition, AAON may require copies of surety bonds applicable to the work.

  4.2 Invoices for prepald freight are due net ten (10) days.

  4.3 All payments shall be made free of any offsets or counterclaims and in immediately available U.S. Dollars to AAON. Export shipments shall be net cash in immediately available U.S. Funds or irrevocable letter of credit on U.S. Funds at U.S. Bank payable against invoices and shipping documents or certification that property is ready for shipment. Collection and brokerage documents or certification that property is ready for shipment. Collection and brokerage and secure before under left paper and shipping shipments of completion of the goods, AAON will be secure before under left paper and shipping shipments of completion of the goods. AAON will be entitled to any and all additional costs and expenses resulting from the delay. Whenever AAON determines there shall be price escalating adjustments, it will furnish to Buryer and invoice setting forth the amount of such price increases.

  4.5 Buryer shall pay all traces, ratiffs, surcharges, and duties of any kind or nature levied, imposed, or assessed on the goods (including, without limitation, on the raw materials and/or component parts which are incorporated in such goods) which are the subject of this order, or the sale or use thereof, or due by reason of the work performed by AAON hereundownly for goods or services purchased hereunder, costs including but not limited to actorneys' fees and expenses.

  4.7 A service charge shall be assessed in an amount equal to the greater of \$25 or \$% of the check balance for all checks returned by Buryer's financial institution, provided, however, such service charge shall not be due and payable in the event such payment would result in the violation of usury laws of the applicable jurisdiction.

- 5.0 GENERA.
  5.1 AAON shall exercise reasonable care to prevent, but shall not be liable for unintentional loss, damage or destruction of any patterns, equipment, castings or materials or supplies which may have been furnished to AAON.
  5.2 Buyer may not assign any of the rights or obligations hereunder without AAON's prior written consent. AAON may subcontract any part hereof.
  5.3 All stemographic and clerical errors are subject to correction without liability. All claims for errors in shipment or invoice must be made within ten (10) days after receipt of material.
  5.4 All claims for authorized repairs or alterations must be submitted to AAON within ten (10) days after completion of the repairs or alterations.
  5.5 Material may not be returned by Buyer, except with the written consent of AAON first obtained. Material must be returned prepaid. Credit, if any, will be determined after inspection at AAON plant.

- Maerial must be returned prepaid. Credit, if any, will be determined after inspection at AAUN plant.

  5.6 Title passes and AAON responsibility cases upon delivery to transportation company, nowithstanding that freight may be allowed.

  5.7 All specifications, drawings, designs, data, information, ideas, methods, patterns, and/or inventions made, conceived, developed, or acquired by AAON, incident to procuring and/or carrying out this contract will vest in and Inure to AAON's sole benefit. Unless otherwise provided, drawings are not subject to approval. Purchaser agrees not to give, loan, exhibit or sell to any other party or innerest outside of its own company, any drawings, photograph, or specifications furnished by AAON are production thereof which will enable, other than AAON, to furnish similar equipment and parts therefore. AAON will furnish drawings and instructions for installing and operating and information for ordering such parts as are subject to wear and may require replacement. Unless otherwise arranged, tracing, and reproducible drawings are not provided by AAON. AAON may take photographs of its installed equipment for records purposes but agrees not to use them for sales or advertising without consent of the Buyer.

  5.8 Buyer shall procure are its expense all permits required to commence and complete work.

  5.9 Buyer shall procure are its expense all permits required to commence and complete work.

  5.10 There are no representations or inducements not herein contained.
- 6.0 RENEGOTIATION. AAON does not consider this proposal subject to any renegotiation act in effect at the time this order is received. If this is not correct, Buyer must notify AAON immediately.
- 7.0 CANCELLATION. As a condition precedent to cancellation of all or any portion of this order the Buyer shall forfer such sums as the Buyer has paid to AAON with respect to the portion so cancelled, together with such profit theeron as AAON may reasonably request and shall deliver to AAON an instrument providing that the Buyer thereby agrees to defend, indemnify and hold harmless AAON from and against any and all loss, cost, damage or expense arising out of, or based upon, said cancellation.
- 8.0 FORCE MAJEURE AND DELAY. Except payment obligations, neither party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than intely (70) days, either party can terminate the order with notice.
- 9.0 JURSDUCTION. This agreement has been negotiated and executed in the State of Oktahoma and the tights and duties of the parties hereto shall be construed pursuant to the laws of the State of Oktahoma. Burker hereby agrees that it will not bring still or commence any action, whether in law or equity, against AAON pursuant to an alleged breach hereof in any court other than those of Tulsa County, Oktahoma, and Burker expressly waives any and all rights Buyer might have to bring any such action in any other court. The parties hereby further expressly waive any objection which any such party night have in the jurisdiction of the courts of Tulsa County, Oktahoma, all is expressly understood by the Buyer that any suit or legal action which it might take pertaining to this agreement must be commenced within one (1) year after the cause of action has occurred or such cause of action shall be deemed to be conclusively waived by the Buyer.
- 10.0 ENTIRE AGREEMENT. This agreement set forth the entire understanding of the parties, is a complete and exclusive statement of its terms, and may be amended or changed only in writing
- 11.0 SAFETY COMPLIANCE. Except to the extent that may be provided in spedifications hereto, AAON shall not be responsible to Buyer concerning the compliance of equipment herein sold with any governmental, safety health laws or regulations. It shall be the responsibility solely of Buyer to determine the suitability of said equipment under such laws and regulations.
- 12.0 PERSONAL INJURY. AAON hereby agrees to indemnify and hold Buyer harmless against all liability incurred by Buyer and arising out of death or injury to any person, resulting or claimed to have resulted from a defect in any product sold to Buyer by AAON provided, (f) such its soc if lability is not brought about, in whole or in part, by any negligence or willful misconduct of Buyer, Buyer's agents or employees; (f) such product alleged to be defective has not been altered, changed or modified in any way by Buyer or any user to when it has been sold by Buyer, and (iii) AAON is given prompt notice of such complaints, claims, or legal actions, AAON is permitted to control the defense and resolution thereof and the Buyer cooperate, as the expense of the Buyer, in the defense thereof. In undertaking to defend any such complaints, claims or legal actions, AAON reserves all lot fights.



#### **GENERAL CONDITIONS**

AAON Coil Products, Inc. (hereinafter referred to as "ACP") warrants this ACP equipment, as identified hereon, to be free of defects in material and workmanship under normal use, service, and maintenance. Our obligations under this warranty must be limited to repairing or replacing the defective part, or parts, which in our judgment show evidence of such defects. ACP is not liable for labor charges and other costs incurred for removing, shipping, handling or transporting defective part, or parts, or for shipping, handling, transporting, or installing repaired or replacement part, or parts.

The limited warranty is effective one (1) year from date of **original installation**, or eighteen (18) months from date of original shipment from the factory, whichever occurs first and covers all parts and components in this ACP equipment excluding air filters, belts, refrigerant moisture driers, and lost refrigerant, which are not included in any part of this limited warranty. The replacement part, or parts, assume only the unused portion of the original limited warranty and are shipped f.o.b. from the factory and freight prepaid by the factory.

The limited warranty is effective for products manufactured at the Tulsa, Oklahoma or Longview, Texas facility.

THIS LIMITED WARRANTY ONLY APPLIES WHEN THE **ORIGINAL MODEL NUMBER AND SERIAL NUMBER** OF THE ACP UNIT ARE GIVEN AT TIME OF REQUEST FOR REPLACEMENT PART, OR PARTS. DEFECTIVE PART, OR PARTS, MUST BE RETURNED **PREPAID**, WITH ITS ASSIGNED RETURN MATERIAL TAG, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REPLACEMENT PART, OR PARTS.

# EXTENDED LIMITED WARRANTY ON COMPRESSORS INCLUDED IN SINGLE PACKAGE EQUIPMENT (NOT INCLUDING CHILLERS); OPTIONAL ON OTHER EQUIPMENT

For the second through the fifth year from date of **shipment**, we further agree to repair or replace the fully hermetic compressor, at our option, for the **original purchase-user only**. The repaired or replacement fully hermetic compressor will be supplied f.o.b. the factory, reight **prepaid and add**, providing the defective fully hermetic compressor is returned **prepaid by the customer**, and is proven to be inoperative due to defects in materials or workmanship. This extended limited warranty covers **only** the fully hermetic compressor and **does not include** any labor charges, or other additional costs incurred for removing, shipping, handling, transporting, or replacing the defective fully hermetic compressor. It also **does not include** additional costs incurred for shipping, handling, or transporting of electric controls such as relays, capacitors, pressure controls, or fan-motor assemblies, condensers receivers, etc., which carry the standard **one-year limited warranty**.

# EXTENDED LIMITED WARRANTY OF M2/V3/H3 SERIES GAS FIRED HEAT EXCHANGERS

For the second through the tenth year from date of original installation, we further warrant the steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser-user only, in accordance with the following: For the first five (5) years from date of shipment, we agree to repair or replace the heat exchanger, at our option, for the original purchaser-user only; during the sixth year, we will charge 50% of the current trade price for repaired or replacement steel heat exchanger, as the case may be, during the seventh year, 60%, during the eighth year, 70% during the ninth year, 80% and during the tenth year, 90%.

In all cases, the repaired or replacement heat exchanger will be supplied f.o.b. our factory, freight prepaid, providing the defective heat exchanger is returned **prepaid**, and if it is proved to be inoperative due to defects in materials and workmanship. This extended limited warranty covers **only** the heat exchanger and **does not include** labor charges, or other costs incurred for reproving, shipping, handling, transporting, or installing repaired replacement heat exchanger. This extend limited warranty **does not apply** where the turnace has been operated in an atmosphere contaminated by chlorine, fluorine, or any other damaging chemical compounds.

# FOR OPTIONAL FIVE YEAR EXTENDED LIMITED WARRANTY OF COIL COATING

For the second through fifth year from date of shipment, we further warrant the coating of e-coated coils on the equipment against failure due to defects in materials and workmanship for the original purchaser-user only. Coil cleaning, maintenance, and record keeping must be followed according to the unit Installation, Operation and Maintenance Manual to maintain warranty.

#### OTHER CONDITIONS

This warranty does not cover any ACP unit or part thereof which has been subject to accident, negligence, damages in transit, misuse or abuse, or which has been tampered with or altered in any way, or which has not been installed operated serviced and maintained in accordance with our instructions, or which has been installed outside of the Continental United States or Canada, or on which the serial number or identification number has been altered defaced, or removed. ACP will not be responsible for failure of the unit to start due to voltage conditions, blown fuses, open circuit breakers, or other damages due to the inadequacy or interruption of electric service.

This warranty **does not cover** equipment containing a water-to-refrigerant heat exchanger for any damage resulting from freezing, fouling, corrosion or clogging.

ACP must not be liable for any default or delay in performance hereunder, caused by a contingency beyond its control, including governmental restrictions or restraint, strikes, short or reduced supply of raw materials or parts, floods, winds, fire, lightning strikes, or any other acts of God.



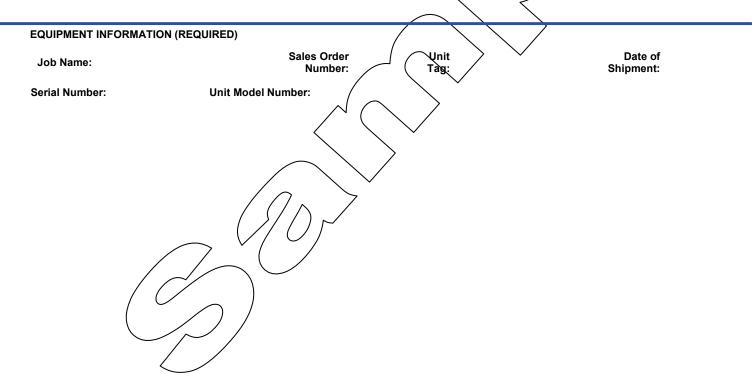
#### **DISCLAIMERS OF WARRANTIES**

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT, CORRECTION OF NON-CONFORMITIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR PARTS, AT SELLER'S OPTION, WHICH MUST CONSTITUTE FULFILLMENT OF ALL TORT OR OTHERWISE IT IS EXPRESSLY UNDERSTOOD THAT ACP MUST NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES. ACP MUST NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF BUYER OR USER FOR SERVICE INTERRUPTIONS. THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF ACP WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREFORE, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY, OR OTHERWISE, MUST NOT EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

WITH RESPECT TO THE GOODS SOLD, THE BUYER HEREBY WAIVES ALL LIABILITY ARISING FROM STATUTE, LAW, STRICT LIABILITY IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF ACP WITH RESPECT TO CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WHETHER OR NOT OCCASIONED BY ACP NEGLIGENCE. TIME LIMIT ON COMMENCING LEGAL ACTIONS: AN ACTION FOR BREACH OF THIS CONTRACT FOR GOOD SOLD OR ANY OTHER ACTION OTHERWISE ARISING OUT OF THIS CONTRACT, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE, THE RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION MUST FIRST OCCUR, OR BE BARRED FOREVER.

#### **SEVERABILITY**

IF ANY PROVISION OR CAUSE OF THIS CONTRACT OR APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID OR UNCONSCIONABLE SUCH INVALIDITY OR UNCONSCIONABILITY MUST NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THE CONTRACT WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID OR UNCONSCIONABLE PROVISIONS OF THE CONTRACT ARE DECLARED BE SEVERABLE.





#### **GENERAL CONDITIONS**

AAON, Inc. (hereinafter referred to as "AAON") warrants this AAON equipment, as identified hereon, to be free of defects in material and workmanship under normal use, service, and maintenance. Our obligations under this warranty must be limited to repairing or replacing the defective part, or parts, which in our judgment show evidence of such defects. AAON is not liable for labor charges and other costs incurred for removing, shipping, handling or transporting defective part, or parts, or for shipping, handling, transporting, or installing repaired or replacement part, or parts.

The limited warranty is effective one (1) year from date of original installation, or eighteen (18) months from date of original shipment from the factory, whichever occurs first and covers all parts and components in this AAON equipment excluding air filters, belts, refrigerant moisture driers, and lost refrigerant, which are not included in any part of this limited warranty. The replacement part, or parts, assume only the unused portion of the original limited warranty and are shipped f.o.b. from the factory and freight prepaid by the factory.

The limited warranty is effective for products manufactured at the Tulsa, Oklahoma or Longview, Texas facility.

THIS LIMITED WARRANTY ONLY APPLIES WHEN THE ORIGINAL MODEL NUMBER AND SERIAL NUMBER OF THE AAON UNIT ARE GIVEN AT TIME OF REQUEST FOR REPLACEMENT PART, OR PARTS. DEFECTIVE PART, OR PARTS, MUST BE RETURNED **PREPAID**, WITH ITS ASSIGNED RETURN MATERIAL TAG, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REPLACEMENT PART, OR PARTS.

#### EXTENDED LIMITED WARRANTY ON COMPRESSORS INCLUDED IN SINGLE PACKAGE EQUIPMENT (NOT INCLUDING CHILLERS OF WH/WV); OPTIONAL ON OTHER EQUIPMENT

For the second through the fifth year from date of shipment we further agree to repair or replace the fully hermetic compressor, at our option, for the original purchase-user only. The repaired or replacement fully hermetic compressor will be supplied f.o.b. the factory, freight prepaid and HEAT EXHANGERS add, providing the defective fully hermetic compressor is returned prepaid by the customer, and is proven to be inoperative due to defects in materials or workmanship. This extended limited warranty covers only the fully hermetic compressor and **does not include** any labor charges, or other additional costs incurred for removing, shipping, handling, transporting, or replacing the defective fully hermetic compressor. It also does not include additional costs incurred for shipping, handling, or transporting of electric controls such as relays, capacitors, pressure controls, or fan-motor assemblies, condensers, receivers, etc, which carry the standard one-year limited warranty.

#### EXTENDED LIMITED WARRANTY OF WH/WV PRODUCTS

The WH/WV limited warranty is effective five (5) years from date of original installation. If installation date cannot be verified, limited warranty is effective five (5) years from date of equipment manufacture at the factory. Warranty covers all parts and components, including compressors, in this AAON equipment except those excluded in the general conditions.

#### **EXTENDED LIMITED WARRANTY OF RQ PRODUCTS**

The RQ limited warranty is effective two (2) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

#### FOR OPTIONAL TWO YEAR EXTENDED LIMITED WARRANTY OF RN **PRODUCTS**

The limited warranty is effective two (2) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

#### FOR OPTIONAL FIVE YEAR EXTENDED LIMITED WARRANTY OF RN or RQ PRODUCTS

The limited warranty is effective five (5) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

#### FOR OPTIONAL TEN YEAR EXTENDED LIMITED WARRANTY OF RN or RQ PRODUCTS

The limited warranty is effective ten (10) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

#### FOR OPTIONAL FIVE YEAR EXTENDED LIMITED WARRANTY OF RN OR RQ ECONOMIZER WITH FAULT DETECTION AND DIAGNOSTICS

For the second through fifth year from date of shipment, we further warrant the economizer day nper assembly against failure due to defects in materials and workmanship for the original purchaser-user only.

#### EXTENDED LIMITED WARRANTY OF GAS **FIRED** HEAT **EXCHANGER'S**

#### FOR RQ OR RN ALUMINIZED STEEL HEAT EXCHANGERS

For the second through the fifteenth year from date of shipment, we further warrant the steel heat exchanger against failure due to defects in materials and/workmanship for the original purchaser-user only.

#### FOR RQ, RN, OR RZ STAINLESS STEEL HEAT EXCHANGERS

For the second through the twenty-fifth year from date of shipment, we further warrant the stainless-steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser-user only.

For the second through the tenth year from date of original installation, we further warrant the steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser-user only, in accordance with the following: For the first five (5) years from date of shipment, we agree to repair or replace the heat exchanger, at our option, for the original purchaser-user only; during the sixth year, we will charge 50% of the current trade price for repaired or replacement steel heat exchanger, as the case may be, during the seventh year, 60%, during the eighth year, 70% during the ninth year, 80% and during the tenth year, 90%.

In all cases, the repaired or replacement heat exchanger will be supplied f.o.b. our factory, freight prepaid, providing the defective heat exchanger is returned prepaid, and if it is proved to be inoperative due to defects in materials and workmanship. This extended limited warranty covers only the heat exchanger and does not include labor charges, or other costs incurred for removing, shipping, handling, transporting, or installing repaired replacement heat exchanger. This extend limited warranty does not apply where the furnace has been operated in an atmosphere contaminated by chlorine, fluorine, or any other damaging chemical compounds.

#### FOR OPTIONAL FIVE YEAR EXTENDED LIMITED WARRANTY OF **COIL COATING**

For the second through fifth year from date of shipment, we further warrant the coating of e-coated coils on the equipment against failure due to defects in materials and workmanship for the original purchaser-user only. Coil cleaning, maintenance, and record keeping must be followed according to the unit Installation, Operation and Maintenance Manual to maintain warranty.



#### OTHER CONDITIONS

This warranty **does not cover** any AAON unit or part thereof which has been subject to accident, negligence, damages in transit, misuse or abuse, **or which has been tampered with or altered in any way**, or which has **not** been installed operated serviced and maintained in accordance with our instructions, or which has been installed outside of the Continental United States or Canada, or on which the serial number or identification number has been altered defaced, or removed. AAON will not be responsible for failure of the unit to start due to voltage conditions, blown fuses, open circuit breakers, or other damages due to the inadequacy or interruption of electric service.

This warranty **does not cover** equipment containing a water-to-refrigerant heat exchanger for any damage resulting from freezing, fouling, corrosion or clogging.

AAON must not be liable for any default or delay in performance hereunder, caused by a contingency beyond its control, including governmental restrictions or restraint, strikes, short or reduced supply of raw materials or parts, floods, winds, fire, lightning strikes, or any other acts of God.

#### **DISCLAIMERS OF WARRANTIES**

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT, CORRECTION OF NON-CONFORMITIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR RARTS. AT SELLER'S OPTION, WHICH MUST CONSTITUTE FULFILLMENT OF ALL TORT OR OTHERWISE IT IS EXPRESSLY UNDERSTOOD THAT AAON MUST NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. AAON MUST NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OF CLAIMS OF BUYER OR USER FOR SERVICE INTERRUPTIONS. THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF AAON WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREFORE, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY, OR OTHERWISE, MUST NOT EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

WITH RESPECT TO THE GOODS SOLD, THE BUYER HEREBY WAIVES ALL LIABILITY ARISING FROM STATUTE, LAW, STRICT LIABILITY IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF AAON WITH RESPECT TO CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WHETHER OR NOT OCCASIONED BY AAON NEG/IGENCE. TIME LIMIT ON COMMENCING LEGAL ACTIONS: AN ACTION FOR BREACH OF THIS CONTRACT FOR GOOD SOLD OR ANY OTHER ACTION OTHERWISE ARISING OUT OF THIS CONTRACT, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE, THE RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION MUST FIRST OCCUR, OR BE BARRED FOREVER.

#### SEVERABILITY

IF ANY PROVISION OR CAUSE OF THIS CONTRACT OR APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID OR UNCONSCIONABLE SUCH INVALIDITY OR UNCONSCIONABILITY MUST NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THE CONTRACT WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID OR UNCONSCIONABLE PROVISIONS OF THE CONTRACT ARE DECLARED BE SEVERABLE.

EQUIPMENT INFORMATION (REQUIRED)						
Job Name:	Sales Order Number:	Unit Tag:	Date of Shipment:			
Serial Number:	Unit Model Number:					

# AAON® Registered Trademarks

We are pleased to announce that we have received registration from the U.S. Patent and Trademark Office for the AAON® AAONAIRE® and Alpha Class® names.

This assures that AAON, Inc. will have exclusive use of these names for its products.

For your information, note the following rules and examples:

**Trademarks should be distinguished.** When used in a letter, it should be capitalized or otherwise made to stand out from its surroundings. If possible, use the superscript <sup>®</sup> as shown above. Trademarks are proper adjectives and never a noun. A trademark should always be followed by the generic name or description of the product.

## Incorrect Usage Correct Usage

We manufacture AAONs.

We manufacture AAON<sup>®</sup> rooftop units.

The AAON worked fine.

The AAON<sup>®</sup> air conditioner worked fine.

Aaonaire saves you money.

AAONAIRE® recovery wheels save you money.

The AAONAIRES are factory installed.

All AAONAIRE® heat wheels are factory installed.

Notice the trademarks must be used exactly, not as plurals or in the possessive tense. In conversation or letters, they should be mentioned as a "Registered Trademark of AAON, Inc." not as just a "trademark name." You should make the owner of the name obvious.

We are proud of these trademarked names that make us stand out from the crowd of manufacturers. We request your assistance in making our trademarks a synonym of valued and quality products.

## AAON® U.S. Patents

Please make note of the following AAON patents, secured and pending. We want your assistance in protecting these patents by reporting violations to your Regional Manager, or to the National Sales Manager. These patents are for your use in securing orders:

#### Patents Secured:

- **U.S. Patent No. 5,738,167** Blower Fan Housing Assembly Issued Apr. 14, 1998 this unique design allows the easy removal of the entire plenum fan, housing and motor assembly for inspection, cleaning or replacement of the drive belts. The shaped design of the housing provides an evenly distributed airflow across the heating assembly and the discharge air opening.
- **U.S. Patent No. 5,826,641** Air Conditioner With Heat Wheel Issued Oct. 27, 1998 AAON is the only manufacturer that provides this energy saving heating/cooling recovery feature as a packaged product. This saves the customer considerable expense of purchasing the heat wheel from a separate supplier and having it properly installed and integrated into the control system at the jobsite.
- **U.S. Patent No. 5,839,505** Dimpled Heat Exchange Tube Issued Nov. 24, 1998 the highly engineered and tested "dimples" in the gas heat exchanger tubes provide a number of benefits to the design and the customer. The dimples enhance the mixing of the gas and air to provide combustion of the mixture in the tube with a considerably shorter length than would otherwise be required. This yields a more compact assembly. The design also avoids the use of internal "turbulator" strips that are used in many competitive designs. These turbulators are usually corroded and consumed after a number of years of operation leading to reduced performance and burner efficiency problems.
- **U. S. Patent No. 6,431,979** Wall Curb for HVAC System Issued August 13, 2002 A wall curb for attachment to the exterior wall of a building to removably secure a wall mounted HVAC unit to the exterior surface of the wall. The wall curb serves to attach the supply air duct from within the building to the supply air opening of HVAC unit and to attach the return air duct from within the building to a return air opening of the HVAC. An alternate embodiment of the invention includes an outside air opening with a controllable damper for regulating the ratio of outside air verses return air from the building that enters the HVAC unit.
- **U. S. Patent No. 6,437,469** Heat dissipating collar for motor Issued August 20, 2002 A heat dissipating collar for a motor that consists of two identical halves and removably secured together at their two sets of mating ends. Each half has a base portion, respectively, with an arcuate internal surface, respectively, that rests against and receives heat from an exterior surface of the motor. Each of the halves is provided with a plurality of spaced apart, tapered fins radiating outwardly from the base portions so that heat received from the motor by the base portions is transferred from the base portions to the fins and dissipates to the surrounding air from the fins. Each fin is secured to the base portion of its respective half and extends outward from the base portion aligned with and parallel to the longitudinal axis of the collar.
- **U.S. Patent No. 6,715,312** De-superheater for evaporative air conditioning Issued April 6, 2004 An evaporative condensing air conditioning system employing a de-superheater and mist eliminator located between the air fan on an evaporative cooler and a spray tree that delivers water as a coolant on the exterior surfaces of a condenser coil. The desuperheater receives superheated coolant gas from the compressor of the air conditioning system where air traveling on the outside of the de-superheater coil removes heat from the coolant gas located within the de-superheater coil to the point where the coolant is still a gas but is no longer superheated. The coolant gas then exits the de-superheater and flows into the evaporatively cooled condenser coil where the coolant is further cooled and condenses into a liquid before finishing the air conditioning circuit by consecutively moving through an optional coolant receiving chamber, a thermal expansion valve, an evaporator, and returning to the compressor. The result is reduced refrigerant temperatures in the wetted section of the evaporative condenser, reduced water consumption, and reduced tendency to form scale on the tubes in the wetted section.
- **U. S. Patent No. 6,729,096** System for installing suspended ceiling Issued May 4, 2004 A system for installing suspended ceilings in large commercial buildings employing t-shaped main and intersecting branch ceiling joists. The main joists are suspended from the purlins of the building by upper brackets that secure to the purlins and by lower brackets that secure to the joists. Rods that are adjustable in length attach the upper brackets to the lower brackets to thereby suspend the joists below the purlins. To install the joists, the rods are adjusted in length so that all the joists are level and are suspended at the desired height within the building. The main joists are spaced approximately 8 feet apart from each other, and the branch joists are spaced.
  - U. S. Patent No. 6,792,767 Controls for air conditioner Issued September 21, 2004 AAON D-PAC A control

system for a HVAC unit for controlling the humidity and temperature of interior building space at desired levels regardless of the outside temperature and humidity conditions. This system is more efficiently so that it operates with less energy consumption than current HVAC systems. The control system employs a combination of modulated return air bypass, modulated capacity compressor, and modulating hot gas reheat to maintain proper interior space humidity, and temperature while maintaining adequate ventilation within the interior building space. The system employs feed forward control to prevent overheating the interior building space with reheat and also, once humidity requirements are met, resets low pressure limit settings at the exit of the evaporator to minimize use of reheat in the operation of the unit.

- **U.S. Patent No. 6,802,543** Door Handle Issued October 12, 2004 A door handle system for a door employing a plurality of door handles that operate in unison. Each door handle comprised of a lever with a perpendicular shaft, and the shaft extending through sequentially and securing together the following additional elements of the door handle to ensure that the latch mechanism rotates together with the lever: a sealing washer, snap bushing, handle opening through the door, second bushing, collar and latch mechanism. An arm provided on each latch mechanism that attaches to a common bus bar. An outwardly extending tongue provided on each latch mechanism for engaging either a door facing or a tongue receiving bracket attached to the door facing to latch the door in a closed position. A lock bracket on the door with a lock opening to align with a lock opening provided the lever for padlocking the lever closed.
- **U.S. Patent No. 9,234,603** Air Damper Issued January 12, 2016 A low-cost air damper that provides a good seal with low torque requirements. Blade seals of square cross-sectional configuration are provided on each damper blade so that the blade seals engage adjacent blades before the blades are fully closed. L-shaped side seals and multiple discs that receive the ends of the blades serve collectively to seal between sides of the damper frame and the blades when the blades are closed even when the blades are not cut precisely. One edge of the L-shaped side seals engages and seals against the discs and the other edge of the side seals laps over and seals against a flat side of the blades and against the square blade seals. A low friction coating is applied to the side seals to further reduce friction.

## **Literature Change History**

#### April 2017

AAON Inc. Rooftop Freight Rates table updated.

#### **June 2017**

WSHP Freight Information, Quick Ship Request, Pre-Lien Notices and Mechanic Liens, and Outside Net Items sections updated.

#### January 2018

Added Submittal Approval Process and Shipping Policy for Line 5 Equipment. Updated State & City Sales Tax tables for AAON Tulsa and Longview Products. Updated Tulsa & Longview Order Entry Requirements email address for all products. Canada Freight Rate table updated for new rates.

#### March 2018

NE TX Trailer Load rates updated.

#### May 2018

Added WH/WV Stock Promotions and WH/WV Stock Exchange Program sections.

#### **June 2018**

Updated the Delayed Start-up and Extended "DOA Labor" under the Start-Up Repair Program section.

#### August 2018

Updated Warranty Claims Filing Procedures - Returned Goods section. Updated Tulsa - Rooftop Freight Rate Instructions and AAON Freight Rate tables. Updated Tulsa - WH/WV Series WSHP Freight Rates section to include statement about LTL heavy duty crating. Added statement on low sound condenser fans to Tulsa - Rooftop Freight Rate Instructions section.

## May 2019

Updated Tulsa – WH/WV Series WSHP Freight Rates.

#### January 2020

Updated *Shipping section* - Changed the SA Series to shipping from Longview and some other shipping details added about new products. Update *Order Revisions* section - Change to a minimum of seven days added to the lead date for an order revision.

#### June 2020

Added Special Pricing Authorization, NAIC Testing Policy, Customer Visit Policy, Factory Visit Form, and Decision Maker Charter Visit Form. Updated Shipping section – Changed St Anthony's to KODIS and updated quote instructions for Longview shipments. Added RZ Series where applicable. Updated RGA procedure.

#### August 2021

Removed curb freight rates, Updated shipping policy to clarify AAON does not have the ability to store units, Added Line 4, updated WSHP shipping information, Updated Start-Up Repair Program to clarify that invoices must be issued to AAON within 90 days of completion of authorized work.

#### **July 2022**

Add the Fuel Surcharge information. Updated RGA policy to match prior changes. Removed WSHP Shipping promotion

#### January 2025

Updated Longview Freight Rate section. Updated Key Maker Decision Visits. Removed obsolete equipment references. Updated Warranty Claims Filing Procedure. Updated Premium Shipment Request section. Updated Line 4 and Line 5 Approval Process section. Added Standard Terms of Sale. Updated various contact e-mail addresses. Updated National Account Policy and Request Form. Updated AAON Commission Split Table.

#### June 2025

Updated procedures for Warranty Claims Filing; FOB Shipping & Freight Claims; and the Terms of Sale.



# Policy Manual for Sales Representatives Rev. June 2025

It is the intent of AAON to provide accurate up-to-date specification data. However, in the interest of ongoing product improvement, AAON Inc. reserves the right to change specifications and/or design of any product without prior notice, obligation, or liability.

AAON and AAONAIRE are registered trademarks of AAON, Inc. All other trademarks and registered trademarks are the property of their respective owners.