



**TERMS & CONDITIONS
WHOLEGOODS**

Effective January 1, 2017



January 1, 2017

**SUMMARY OF TERMS & DISCOUNTS
FOR RHINOAG
RHINO/EARTHMASTER PRODUCTS**

The following is a summary of Dealer terms & discounts for RhinoAg including the Rhino/EarthMaster product lines. RhinoAg reserves the right to modify these terms and discounts at any time.

I. Terms and Discounts for Wholegoods – Floor Plans

Eligible Items

Items eligible for wholegoods discounts are serial-numbered units and extra equipment ordered with and for that unit.

Standard Trade Discount for eligible wholegoods items: 20%

The standard invoice is due when sold or final due date on invoice whichever comes first. All products are F.O.B. Rhino Ag Division Factory unless otherwise specified.

No Additional Discounts are allowed on any past due invoices.

In addition to standard terms & discounts, RhinoAg may run special programs and seasonal promotions that will have modified terms & discounts. Please see the applicable program bulletins for details.



RHINOAG is now working with TermSync to help streamline communications

RhinoAg is pleased to announce a new partnership with TermSync, Inc., an online payment service, to provide tools to easily manage and process RhinoAg payables. The TermSync system provides a secure internet portal and friendly reminders to help reduce the cost of managing AP.

How It Works

You will soon begin receiving weekly reminder emails from TermSync when invoices are coming due. A link in each reminder will take you directly into your RhinoAg account. From there, you can manage your account with functions including:

- Make an electronic payment
- View/Print copies of invoices (PDF)
- Apply credits to invoices
- Send a message or ask a question

This service is provided by RhinoAg and is **completely FREE to you** and **does not require** you to change your current payables process.

How to Get Started

An account has already been setup for you in TermSync. You will soon receive an email from TermSync from which you can, at your convenience, follow the steps below:

- (1) Follow the link "View Full Message Thread",
- (2) **Login using your email address (the one that receives this letter),
- (3) Complete the banking information by checking an invoice and clicking "Schedule Payment"
- (4) Begin managing your RhinoAg account.

****Most internet browsers are supported. If using Internet Explorer, please upgrade to 11 or greater.**

The email address this message was sent to is what we currently have on file as the accounts payable contact. If this is correct, no further action is required. **If the contact information needs to be changed, or added to, please reply to this email with the name(s) and email address(es).**

Also, the reminder emails will come from termsync@termsync.com on behalf of RhinoAg and its parent company Alamo Group. Please ensure these emails do not get placed in a spam folder as this will be our way of contacting you with payment reminders.

RhinoAg hopes this new service will be helpful and convenient. Please let us know if you have any questions.

Thank you
Dee Ehlers and Laura Hazen
RHINOAG Credit Department

Government Agency/Certified Non-Profit Organization Discount Rebate

The Government Agency/Non-Profit Organization Discount for eligible products is 40%, except for flex-wing rotary cutters which is 45%. Non eligible products are noted in the price book at the top of each page. Eligible agencies include any department of Federal, State, County, or City Governments, Public Utilities, Soil Conservation, Drainage, and Water Districts, Levee Boards, and any nationally recognized non-profit organization. Determination of whether a non-profit organization is qualified will be at the sole discretion of Rhino Ag.

Government Agency/Non-Profit Organization Discount Rebates are handled according to the following terms:

- The appropriate discount must be applied to **current list price**.
- Freight charges apply to all units sold under any Governmental Agency/Non-profit Organization discount program.
- A copy of the Governmental Purchase Order and the Dealer Sales Receipt must accompany the Dealer order or CR101 request form (filled out by Field Sales Manager) for discount.
- These discounts are intended for new orders shipped directly from the RhinoAg Division Factory. Dealer stock inventory may be used for a qualifying bid. For units in Dealer stock, if the Dealer's invoice cost, less applicable discounts is **more** than the cost of acquiring the unit under the applicable bid program, then the Dealer may apply for the Government Agency/Non-Profit Organization Discount Rebate
- The Field Sales Manager must complete and submit the CR101 Request Form along with all supporting documents.
- The rebate or additional discount, if any, will be issued and applied to the Dealer's account in the form of a Credit Memo once all supporting documents have been received and approved by RhinoAg.

The Government Agency/Non-Profit Organization Discount Rebate program may not be used in conjunction with any other discount and may be withdrawn at any time.

Mowing Contractor Discount Rebate

The Mowing Contractor Discount Rebate for eligible products is 40% off current list price, except for flex-wing rotary cutters which is 45% off current list price. Non-Eligible products are noted in the price book at the top of each page

Freight charges apply to units sold under any Mowing Contractor Discount Rebate program.

A copy of the Retail Customer's Purchase Order, a copy of the RhinoAG invoice, and a copy of the Retail Customer's Government Mowing Contract must accompany the Dealer remittance to be evaluated for the special discount. Eligible mowing contractors include any retail customer who has been awarded a Government Mowing Contract. The Mowing Contractor discount applies to single or multiple unit orders.

The additional discount or rebate, if any, will be issued and applied to the Dealer's account in the form of a Credit Memo once all supporting documents have been received and approved by RhinoAg.

These discounts are intended for new orders, shipped directly from the Factory. Dealer stock inventory may be used for a qualifying sale. For units in Dealer stock, if the Dealer's invoice cost, less applicable discounts, is more than the cost of acquiring the unit under the contractor program, then the Dealer may apply for the Mowing Contractor Discount Rebate. The rebate will equal the difference between cost of unit acquired under Mowing Contractor Discount including freight, and the Dealer's invoice cost, less applicable discounts.

The Mowing Contractor Discount Rebate Program may not be used in conjunction with any other discount and may be withdrawn at any time.

Dealer Transfers – Wholegoods

Goods may be offered for Dealer to Dealer transfer based on product availability for retail sales. Transfers are handled according to the following conditions:

- Transfers must be pre-approved by RhinoAg territory sales representative, National Sales Manager and the Credit Department.
- Transfers will be priced at current list price at the time of transfer and at the current discounts, terms and conditions of the acquiring Dealer.
- Freight costs are the responsibility of the Dealer acquiring the transferred item.
- Dealer-to-Dealer sales are acceptable and such sales are initiated and negotiated by the Dealers involved in the transactions.

WILL CALL UNITS

Rhino and EarthMaster products are available for will call orders at most RhinoAg facilities. A specified date for pickup will be mutually agreed upon with the dealerships. Failure to meet this date (+15 Business Days) will result in the company shipping the readied product at the stated freight rate, at company convenience.

TERMS AND CONDITIONS FOR REPAIR PARTS

See current RhinoAg Parts Terms and Conditions

GENERAL STATEMENTS AS TO TERMS AND DISCOUNTS

Products covered by any order accepted by RhinoAg are F.O.B. Rhino Ag Division Factory and will be invoiced at prices in effect at time of shipment, unless otherwise specified. Prices, terms and discounts are subject to change at any time without notice.

RhinoAg Division reserves the right to implement temporary commodity and/or fuel surcharges at any time.

All orders are subject to Credit approval. Financial Statements are required annually on each dealership and any guarantor.

Wholegoods and extra equipment items that are delivered to a retail customer, units that are removed from the Dealer's main place of business, items that have been used and/or not adequately protected against devaluation, are considered "Out of Trust" and payments are due immediately. If not paid immediately, Dealer will not be eligible for any Pre Season, Additional, Program, or Volume Discounts if they are applicable.

No Additional Discount or Early Order Discount will be allowed on past due accounts, including past due charges for freight, interest, labor, or any miscellaneous charge.

The Dealer is responsible for payments being received by RhinoAg on or before the Due Dates specified in order to earn Additional Discounts.

II. MERCHANDISE RECEIPT/SHORTAGES/DAMAGES

1. Dealer is responsible for inspecting any unit delivered via Alamo Truck or LTL (i.e. UPS, FedEx, Conway, R&L etc.) at the time of delivery.
2. In case of shortage or damage the driver must be notified and documentation provided. The shortage or damage must be documented on all copies of the Bill of Lading. Notes must also be on driver's copy for a valid claim to be processed.
3. Please take picture(s) of the unit detailing the shortage or damage before it is unloaded. These will be needed to support your claim.
4. RhinoAg Customer Service must be notified within 24 hours or on the next business day of any damage or shortage.
5. Freight claims will be filed by RhinoAg Customer Service.
6. Dealer must retain all damaged units until instructions are provided by RhinoAg Customer Service.
7. Warranty claims should not be submitted for any shipping damages or shortages. All claims must be filed through RhinoAg Customer Service.



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