



TERMS & CONDITIONS WHOLEGOODS

Effective January 1, 2018

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January 1, 2018

**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 new serial-numbered units and extra equipment ordered with and for that unit.

Standard Trade Discount

RhinoAG products (excluding parts) are eligible to receive a 20% discount off suggested list price.

The standard invoice is due when sold or final due date on invoice whichever comes first. All products are F.O.B. RhinoAG 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.

GENERAL STATEMENTS TERMS AND DISCOUNTS

Products covered by any order accepted by RhinoAG are F.O.B. RhinoAG 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 for 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 Discount.

TERMS AND CONDITIONS FOR REPAIR PARTS

See current RhinoAG Parts Terms and Conditions

FREIGHT POLICY

RhinoAG will arrange for shipments of all products with the exception of approved Will-Call Units. All products will be invoiced when shipped.

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.

MERCHANDISE RECEIPT/SHORTAGES/DAMAGES

1. Dealer is responsible for inspecting any unit delivered via RhinoAG 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 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 be submitted thru www.rhinoparts.com
8. Shipping damages and shortages need to be reported to RhinoAG Customer Service.

DEALER TRANSFERS-WHOLEGOODS

RhinoAG recognizes that with our broad range of products and models, it is not always possible for dealers to meet specific retail demand from their own stock/inventory. At times, other dealers may have an exact match to fulfill retail demand. RhinoAG encourages dealers to transfer machines between each other in order to maximize retail opportunities. Machines may be offered for Dealer to Dealer transfer based on product availability for retail sales. Transfers are handled according to the following conditions:

- Transfer requests must be pre-approved by your RhinoAG Territory Manager, RhinoAG National Sales Manager and the RhinoAG 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.
- All transfers will be with retail terms and due within 60 days unless otherwise approved by RhinoAG.
- 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.

Co-Op PROGRAM

For information please refer to the Co-Op Advertising tab located in the Dealer Zone.

WARRANTY

For information please refer to the Warranty Guide tab located in the Dealer Zone.

Government Agency
Mowing Contractor with Government Bid
Certified Non-Profit Organization
Discount Rebate

The Government Agency/Mowing Contractor with Government Bid and Certified Non-Profit Organization Discount for all products is 40%, except for flex-wing rotary cutters which is 45%. 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 RhinoAG.

- The appropriate discount must be applied to **current list price**.
- Freight charges apply to all units sold under any Government Agency/Mowing Contractor with Government Bid and Certified Non-Profit Organization Discount.
- Required Documents:

New Order

Dealer Sales Order to Government Entity
Government Entity Acceptance Letter
RhinoAG Government Sales Form

In-Stock Equipment Sale

Dealer Sales Order to Government Entity
Government Entity Acceptance Letter
RhinoAG Government Sales Form
RhinoAG Original Invoice
RhinoAG CR101

Transfers

Wholegoods Transfer Form
RhinoAG Government Sales Form
RhinoAG Original Invoice
Dealer Sales Order
Government Entity Acceptance Letter

Much Needed Information

RhinoAG Government Sales Form
Dealer Name and Address
Purchaser Name, Address and Government Agency Number
Product Type, Discount and Sales Price

Government Agency
Mowing Contractor with Government Bid
Certified Non-Profit Organization
Discount Rebate - continued

- 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 Territory Sales Representative must complete and submit the CR101 Request Form, RhinoAG Government Sales Form along with all supporting documents to RhinoAG Credit Department and National Sales Manager.**
- 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/Mowing Contractor with Government Bid and Non-Profit Organization Discount Rebate program may not be used in conjunction with any other discount and may be withdrawn at any time.

APPENDIX A



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



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www.earthmastertillage.com

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Fax: 800-782-0126

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