

Со-ор

Program Dates: January 1 – December 31, 2025

All claims must be submitted within 90 days of the invoice or activity date

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Table of Contents

Program Overview	2
Effective Period & Eligible Participants	2
Program Funding & Reimbursement	2
Accrual Schedule	2
Fund Reimbursement	2
Advertising Spend Requirement	3
General Ad Guidelines	3
Brand Guidelines	3
Logo Usage	
Creative Resources	4
Pre-approval Process	4
Claim Reimbursement Process	4
Documentation	5
Incomplete Claims	5
Advertising – Eligible Activities & Guidelines	5
Sales Support – Eligible Activities & Guidelines	8
Ineligible Expenses	9
Legal Requirements	10



PROGRAM OVERVIEW

The CO-OP Program is intended to provide marketing funds to support Dealer efforts in local advertising, regional promotions, and various listed sales support activities to drive SENNEBOGEN sales growth by:

- Increasing lead generation and SENNEBOGEN brand awareness through Dealer CO-OP advertising
- Improving sales closure rates by providing compelling selling tools and training

EFFECTIVE PERIOD & ELIGIBLE PARTICPANTS

January 1, 2025 – December 31, 2025

PROGRAM FUNDING & REIMBURSEMENT

CO-OP will be earned based on the Dealer's prior purchase (January 1st to December 31st, 2024) of SENNEBOGEN equipment and attachments (parts excluded) and prior utilization on a rate determined by SENNEBOGEN. The statement above does not apply to new dealers and will be determined on a case-by-case basis.

ACCRUAL SCHEDULE

Fund allocation will be available for expense reimbursement on the following schedule:

Q4 Prior Year	January – June 50%	July - December
Announce funds available for upcoming year	Dealer is eligible to reimburse for up to 50% of funds for activity date January 1 – June 30	Dealer is eligible to reimburse for up to 50% of funds for activity date July 1 – December 31
	Unused funds do NOT roll over	Unused funds do NOT roll over

FUND REIMBURSEMENT

All fund/financial management will coincide with the effective period of this plan. Reimbursement will be in the form of a credit.

- Claims must be submitted <u>within 90 days of the invoice or activity date(s)</u>. The **activity date** is the date the sales support activity occurs or the date the advertisement is published.
- Reimbursement is not due until the advertising or activity has occurred with the exception of approved events/trade show deposits. Deposit claims must be submitted within 90 days of the deposit invoice date

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or activity date. Deposit claims can be reimbursed out of the fund year for either the invoice date or activity date. If the activity is cancelled, SENNEBOGEN reserves the right to debit deposit reimbursement.

- Reimbursement will not exceed the amount of funds earned
- Final documentation for all program claims for the year is due no later than March 31 the following year.
- Any unused CO-OP at the end of this program year will remain the property of SENNEBOGEN.

REIMBURSEMENT RATE

Qualifying CO-OP advertising and sales support activities (see pages 5-7) are eligible for 50% reimbursement.

ADVERTISING SPEND REQUIREMENT

A minimum of 50% of accrued CO-OP must be spent/claimed on advertising activities.

The spend percentages will be tracked. If funds are available, qualifying claims will be paid as received during the first six months of the year. Beginning July 1, sales support claim credits will be held until the 50% advertising spend requirement is met.

GENERAL AD GUIDELINES

All advertising must feature a SENNEBOGEN product(s).

BRAND GUIDELINES

- Advertising must meet all standards for responsible advertising. (No false or misleading offers, offensive materials, etc.)
- Advertising that is a detriment to the brand image, implies the brand is distressed or that is otherwise averse to the reputation of SENNEBOGEN in not authorized and is not eligible for reimbursement.

SENNEBOGEN LOGO USAGE

• Prominent presentation of a current, unaltered SENNEBOGEN logo is required in all advertising to qualify for reimbursement.







SENNEBOGEN Green

Pantone: 361C CMYK: 69/0/100/0 RGB: 57/170/57 HEX: #39aa39

CREATIVE RESOURCES

The use of SENNEBOGEN produced creative is strongly encouraged. Creative resources including advertising templates, logos, and product photography are available within the 'Marketing Tools' section of Dealer Portal.

- All materials submitted for co-op become the property of SENNEBOGEN. SENNEBOGEN reserves the right to reproduce and/or share creative.
- Development fees for individual Dealer creative are not eligible for reimbursement. Expenses related to Dealer tagging of SENNEBOGEN national creative is eligible for reimbursement.

PRE-APPROVAL PROCESS

Pre-approval of ad creative is not required but is recommended. Submit requests via email to idavis@sennebogenllc.com.

CLAIM REIMBURSMENT PROCESS

To receive reimbursement, claims for eligible activities must be submitted to Ivannia Davis <u>idavis@sennebogenllc.com</u> within 90 days of the activity date(s). The activity date is the date the sales support activity occurs or the date the advertisement is published or airs.

DOCUMENTATION

Claims should include proof of purchase (invoice/receipt).

• All expenses must be invoiced by a 3rd party.

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INCOMPLETE CLAIMS

After the claim has been reviewed, the Dealer will be notified by email if additional information or documentation is required to process the claim.

ADVERTISING - ELIGIBLE ACTVITIES & GUIDELINES

Eligible Media	Ad Requirements	Claim Requirements
Newspaper or Magazine**	 Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) <u>OR</u> approved SENNEBOGEN logo with 1 additional SENNEBOGEN element (SENNEBOGEN product photo, promotion, offer, creative image) 	 Proof of Cost: Copy of invoice Proof of Performance: Copy of ad
Direct Mail**	 Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) <u>OR</u> approved SENNEBOGEN logo with 1 additional SENNEBOGEN element (SENNEBOGEN product photo, promotion, offer, creative image) 	 Proof of Cost: Copy of invoice Proof of Performance: Copy of ad
Printed Newsletter**	 Approved SENNEBOGEN logo Include at least 1 SENNEBOGEN mention or image (product) for every other page, minimum 2 Example: 6 page newsletter requires at least 3, a 2 or 4 page newsletter requires at least 2) 	 Proof of Cost: Copy of invoice Proof of Performance: Copy of newsletter
Billboards** static or electronic	 Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) <u>OR</u> approved SENNEBOGEN logo with 1 additional SENNEBOGEN element (SENNEBOGEN product photo, promotion, offer, creative image) 	 Proof of Cost: Copy of invoice Proof of Performance: Photograph of billboard
Online Banner/ Display Ads** Desktop or mobile ads	 Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) <u>OR</u> approved SENNEBOGEN logo with 1 additional SENNEBOGEN element (SENNEBOGEN product photo, promotion, offer, creative image). 	 Proof of Cost: Copy of invoice Proof of Performance: Copy of digital ad Destination URL or screen shot of destination URL/landing page

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Eligible Media	Ad Requirements	Claim Requirements
Email Marketing**	 SENNEBOGEN logo SENNEBOGEN must be prominent in the ad, with at least one SENNEBOGEN visual element (SENNEBOGEN product photo, promotion, offer or creative image). 	Proof of Cost: • Copy of invoice Proof of Performance: Copy of email
Events, Shows & Exhibits	 SENNEBOGEN signage with approved SENNEBOGEN logo No competitive products/brands on display Eligible Expenses; entry fee, booth display purchase or rental, booth structure (i.e. electrical or wi-fi). Travel, meals, entertainment not eligible. ISRI annual expo not eligible as SENNEBOGEN funded. 	 Proof of Cost: Copy of paid invoice or vendor signed contract that includes date or event/show Proof of Performance: Photos of event and/or exhibit showing SENNEBOGEN signage and product display Deposit Claims: Event date, location and deposit invoice (due within 90 days of invoice date or activity date). The claim can be reimbursed out of the fund year for either the invoice date or the activity date.
Dealer outdoor building signs Vehicle	 Only static outdoor buildings signs are eligible Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) Eligible Expense; SENNEBOGEN only sign, not dealer name, family of brands, etc. Approved SENNEBOGEN logo (approximately 50% of the size of Dealer logo) on all three sides 	 Proof of Cost: Copy of invoice Proof of Performance: Photo of installed sign Proof of Cost: Copy of invoice Proof of Performance:
Wraps/ Full Designs**	 <u>OR</u> approved SENNEBOGEN logo with SENNEBOGEN product image(s) or SENNEBOGEN creative on at least two sides 	Photo of vehicle (all three sides)

**If multiple brands are featured SENNEBOGEN will co-op based on the percentage featured. For example, if a magazine features 4 product lines, one of which is SENNEBOGEN, SENNEBOGEN will co-op 25% of the add at the 50% rate. In this example if the ad was \$2600, SENNEBOGEN would co-op \$325 (\$2600 x. 25 x.5)

Pre-approved Exception Request: Additional requests / exceptions require approval from SENNEBOGEN



SALES SUPPORT - ELIGIBILE ACTIVITIES & GUIDELINES

Eligible Activity	Activity Requirements	Claim Requirements
Dealer Growth Incentives	 Dealer incentives (rebates, spiffs or other awards) designed to drive sale of SENNEBOGEN products and/or reward sales growth. Criteria for earning incentive must be clearly defined. Note: If you want to pay out quarterly rewards, you must have quarterly sales growth goals in your sales plan. A one-time/yearly payout only requires one/yearly growth goal 	 Approved sales plan Sales plan approval by the SENNEBOGEN Sales Manager and SENNEBOGEN Marketing Manager Invoices detailing cash incentive expenses, if applicable Dealer report verifying purchases or other earned criteria for the time period given in the sales plan.
Branded Apparel, Merchandise, Promotional Items & Vehicle Decals	SENNEBOGEN logo	 Detailed invoice from vendor showing all expenses Picture of item purchased showing the SENNEBOGEN logo If items are ordered through SENNEBOGEN photos of the items are not required Uniform rental and cleaning services are not eligible. Gift certificates are not eligible
Pre-approved Sales Support Exception Request	 Additional requests or exceptions require approval from SENNEBOGEN Marketing Manager 	

INELIGIBLE EXPENSES

Including but not limited to:

- Customary business expenses such as office equipment, supplies, business cards, vehicles, etc.
- Call centers and answering services
- Charitable or political contributions
- Barters or trades for equivalent value
- Production expenses for individually produced creative
- Classified ads
- Market research
- Event, entertainment and travel expenses not tied to an approved sales incentive plan
- Uniform rental and cleaning services
- Services performed by Dealer employees



LEGAL REQUIREMENTS

2025 CO-OP PLAN

THIS DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION OF SENNEBOGEN LLC. IT MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM SENNEBOGEN LLC. DEALER MAY BE LIABLE FOR ANY UNAUTHORIZED DISTRIBUTION.

The information provided herein is considered confidential and proprietary information of SENNEBOGEN LLC ("SENNEBOGEN"). It is provided for the sole purpose of permitting the recipient to promote SENNEBOGEN products and services. Recipient agrees to maintain the confidentiality of all proprietary, trade secret information, including confidential pricing data provided in this document. The Recipient hereby agrees that it will not at any time disclose this confidential information or material, in whole or in part, to any person or entity for any reason or purpose whatsoever, unless SENNEBOGEN gives its consent, in writing, to such disclosure, except as required by law. The agreement to maintain the confidentiality of this information extends to any employees, pre or future, involved in the work desired and who will have access to the information. These employees will hold the information in confidence in accordance with this agreement and use the information only in the performance of their employment. Recipient agrees to review this agreement and its terms with employees and will obtain their agreement with the terms of this agreement before providing them with any SENNEBOGEN confidential information.

AMENDMENTS, MODIFICATIONS, OR EXCEPTIONS

SENNEBOGEN reserves the right to amend, modify, or cancel the program, or any portion at any time. Amendments are not effective unless they are published by SENNEBOGEN in formal Guidelines or are signed by an authorized SENNEBOGEN representative. Any exceptions to the program guidelines must be approved in writing by an authorized SENNEBOGEN representative.

NO OTHER OBLIGATION

SENNEBOGEN shall have no fiduciary duties or other special duties of any kind to any Dealer under the program other than as expressly set forth in these guidelines.

LEGAL LIABILITY

By participating in this program, each participating Dealer warrants that its marketing programs and initiatives are in compliance with all antitrust pricing laws and federal/state/local regulations. SENNEBOGEN does not undertake any legal responsibility for the local management and execution of their marketing programs.

DOCUMENT RETENTION

It is the Dealers responsibility to maintain copies of supporting documentation and claim reimbursement paperwork for a minimum of 24 months after reimbursement. Prior to implementing any change in your record retention policies, please consult with your accountant and attorney to determine whether you need to retain these records for other business or legal purposes.

CLAIMS AUDITING

All reimbursements under the program are subject to audit. If reimbursement is received on any claim that is later determined to be ineligible, the Dealers account will be either be debited or invoiced in the amount of the ineligible claim plus reasonable and customary expenses incurred for conducting the audit.

PROGRAM VIOLATION

Violation of these guidelines may result in termination of the applicable Dealer Sales Agreement or any portion thereof, including but not limited to an immediate revocation of any and all rights to use or display SENNEBOGEN intellectual property (logo's, trademarks, creative).

FINANCIAL STATUS

Eligibility for program and reimbursements are contingent upon Dealer having a Dealer Sales Agreement on file and their account being active and in good standing/current as determined solely by SENNEBOGEN.

PRIVACY POLICY DISCLOSURE STATEMENT

As part of this program and within SENNEBOGEN's sole discretion, SENNEBOGEN collects various information to support its development and delivery of quality products, services, and programs to its consumers. In order to ensure that SENNEBOGEN programs are provided and that proper quality in service is achieved, SENNEBOGEN may from time to time directly contact purchasers of SENNEBOGEN products or services to survey customer satisfaction, to evaluate reactions to an interest in SENNEBOGEN products and services, and to conduct research activities. SENNEBOGEN may from time to time also directly contact purchasers when requested by the purchaser, or when required by contract or law.

TERMINATION

This sales plan is subject to termination or modification at any time by SENNEBOGEN.