



IRINOX North America
Commercial Policy
Effective January 1, 2024
For IRINOX Sales
Representatives Only

9990 NW 14th Street, Suite 107, Miami, FL 33172

Office (786) 870-5064 • Fax (786) 391-2467

www.irinoxprofessional.com/usa



Company Contact Information

Business Address & Primary FOB Ship Point:

IRINOX North America, Inc.
9990 NW 14th Street, Suite 107
Doral, FL 33172

Phone: (786) 870-5064

Toll-Free: 1-844-IRINOX1

Website: www.irinoxprofessional.com/usa

- Technical Support: service@irinoxnorthamerica.com
 - Parts Contact: parts@irinoxnorthamerica.com
 - Shipping Contact: shipping@irinoxnorthamerica.com
 - Accounting Contact: accounting@irinoxnorthamerica.com
 - Purchase Orders: orders@irinoxnorthamerica.com
- General Information: customersupport@irinoxnorthamerica.com

Non-Warranty Parts Support:

IRINOX North America, Inc. is responsible for non-warranty replacement parts distribution. For non-warranty parts on your commercial blast chillers or shock freezers, please contact our service department at (786) 870-5064 ext. 3 or by email at service@irinoxnorthamerica.com

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Office Contacts:

Name	Title	E-Mail	Telephone
Timothy Murray	Executive Vice President	tim@irinoxnorthamerica.com	508.577.5684
Enrico De Vido	General Manager	edevido@irinoxnorthamerica.com	786.870.5064
Christopher De La Noval	Inside Sales Director	cdelanoval@irinoxnorthamerica.com	305.922.9998
Tatiana Borrero	Sales & Customer Service Coordinator	tborrero@irinoxnorthamerica.com	786.815.4706
Linda Zechel	Finance Manager	lzechel@irinoxnorthamerica.com	786.870.5064
Jorge Rendon	National Service Manager	jrendon@irinoxnorthamerica.com	786.570.6747
Alex Altamirano	Logistics Manager	aaltamirano@irinoxnorthamerica.com	786.870.5064
Jesus Villarroel	Shipping Associate	jvillarroel@irinoxnorthamerica.com	786.870.5064
Michael Marsh	Regional Sales Director - Midwest	mmarsh@irinoxnorthamerica.com	708.208.9421
Sebastian Heil	Regional Sales Manager - Westcoast	sheil@irinoxnorthamerica.com	239.989.9353
Fernando Cardona	Regional Sales Manager - Mountain	fcardona@irinoxnorthamerica.com	786.459.1716
George Cruz	Area Sales Manager - NY/NJ	gcruz@irinoxnorthamerica.com	786.815.2122
Peter O'Donnell	Area Sales Manager - TX/OK	podonnell@irinoxnorthamerica.com	786.815.6981
Andrew Wilson	Area Sales Manager - FL/GA	awilson@irinoxnorthamerica.com	786.920.7047

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Standard Discount:

The standard national discount for all dealers is set at 30% off our List Prices as published on AutoQuotes.

Additional Discount Incentives:

Additional dealer discount protection is exclusively determined by IRINOX, based on the case scenario presented to IRINOX's Leadership, Directors, or Regional Sales Manager, and must be discussed before any formal quoting phase. Protection is not applicable for ALL BIDDERS quotations, and all dealers will be quoted 30% off list prices as published on AutoQuotes. A dealer activity sheet must also be provided for additional discount justification with every purchase order.

Standard Payment Terms:

Net 30 Days Invoice Date (upon credit approval only) IRINOX North America reserves the right to require a deposit on any orders. For program dealers, late payments will result in rebate forfeiture for that order and/or reduction or elimination of rebate program(s). Payments must be received by IRINOX North America within the stated 30 days. ACH or wire transfer is encouraged to avoid any late payment or rebate deductions.

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Freight Program:

IRINOX will prepay and add all freight charges on final invoices unless the customer provides their routing instructions.

Additional Service Incentives:

- If requested, IRINOX will provide one (1) free chef product training on all new MultiFresh® NEXT Reach-in and MultiFresh® MyA Roll-in models.
- Phone assistance for control menu navigation on all EasyFresh reach-in models and CP holding cabinets.
- Scheduled factory on-site installation startup for continental USA and Canada and is included free of charge on all roll-in models only, for up to 36 continuous hours. A minimum of two (2) weeks' notice is required for booking start-up. Availability is on a first come, first served basis. A minimum of installation requirements is necessary before on-site startup travel can be scheduled or booked.

Pre-installation Consultation and Site Survey:

A pre-installation consultation and site survey (**not included in the cost of the unit**) are recommended to be scheduled with an IRINOX representative and the licensed refrigeration installation contractor to ensure thorough resource planning and a careful analysis of logistical requirements.

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Commission Terms - Effective January 01st, 2024:

Standard Commission:

IRINOX agrees to pay The Representative a standard base commission based on the tier level established and agreed upon by both parties: 9, 11, or 14% percent on the Net Billing Price of any Covered Products shipped by IRINOX into The Representative's Territory. Payments shall be sent on or before the 30th day of the month following the month in which IRINOX receives payment.

Performance Commission Rates:

- Newly hired sales representatives: 9% in year one and thereafter.
- Commission rates are subject to change at the discretion of IRINOX North America.
- Please refer to your **2024** contract for more details.

Commission Split Ranges for Equipment:

- 70% to the specified territory
- 10% to the ordering territory
- 20% to the receiving territory ***(applicable and payable only upon completing and returning the rep start-up sheet for each invoiced unit within 30 days of startup).***

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Spec Credit Agreement:

Upon securing a new specification for IRINOX with a design consultant, design-build dealer, or individual key account, the Spec Credit Agreement must be completed and promptly submitted to:

Christopher De La Noval (cdelanoval@irinoxnorthamerica.com)

Tatiana Borrero (tborrero@irinoxnorthamerica.com).

Note: Representatives promoting or encouraging the use of IRINOX with specific end users in their territories, potentially resulting in an "out-of-state" consultant specification, are encouraged to submit this spec credit before a project goes out for bid.

Spec Credit Agreements do not live in perpetuity and will automatically expire **18 months** after the filing date if no Purchase Order has been received or in the absence of any activity. To maintain spec, the representative should provide continuous activity in their monthly sales funnel due on the 5th of each month. IRINOX North America reserves the right to request documentation regarding the activity of this account between Rep and end user, dealer, designer, or consultant.

Sales Representative Main Responsibilities:

- End-user, consultant, and dealer education
- Lead generation.
- Turning leads over to IRINOX Regional Directors, Regional Sales Managers, or Area Sales Managers Corporate Chefs for demonstrations.
- Registering all quotes with regional sales managers for approval.
- Coordinating with Regional Manager for the approval of any and all discounts.
- Reach-In Quotes
- Monthly lead follow-up and status reporting in the IRINOX North America designated format by the **5th of every month.**
- Installation coordination between dealer, consultant, installer, end user, and factory.
- Start-up and basic training for end users.
- Active participation in social media content generation.
- **Fulfilling the mandatory Key Performance Indicators (KPIs). (refer to rep contract).**
- Ensuring customer satisfaction.
- Sales promotion.

The rep start-up is mandatory to ensure first-class customer service & satisfaction for our clients, as well as a proper setup of our equipment in kitchens, to prevent unnecessary non-warranty charges. Non-compliance with the rep start-up process and prompt return of completed start-up sheets may result in potential commission rate penalties.

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Ad-Hoc Chefs You Wish to Recommend for Training & Certification:

- IRINOX North America will interview, train, and compensate qualified chefs on a per diem basis to perform demonstrations and on-site training.
- Potential Chef recommendations are appreciated.
- Chefs will be compensated with a commission for leads that turn into sales orders.

IRINOX North America National & Regional Chain Policy - Effective January 01st, 2024:

Before initiating any regional or national sales opportunities involving chain accounts, it is mandatory to seek consultation with the management of IRINOX North America. This ensures a coordinated approach, where the IRINOX Regional Sales Manager collaborates closely with both the source representative and the President of IRINOX North America to effectively pursue these opportunities.

For clarity, "**Regional Chains**" are defined as entities operating up to 10 locations within a single state. Conversely, "**National Chains**" are characterized by their presence across multiple states. To bolster IRINOX's performance in these sectors and to invigorate local market activities, we have integrated our standard commission structure into both regional and national chain systems. This integration is aimed at augmenting the commission earnings of our

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representatives, extending beyond single-operator accounts, and simultaneously reinforcing our representative partnerships.

Under this system, representatives are entitled to a split commission for each new regional or national chain account they develop, adhering to our standard commission guidelines. The distribution of this commission is as follows:

- 70% is allocated to the territory where the opportunity was identified (only for opportunities generated by representatives).
- 10% goes to the territory placing the order (applicable solely to opportunities generated by representatives).
- 20% is awarded to the territory receiving the goods, contingent upon the submission and processing of the representative's start-up sheet for each invoiced unit.

It's important to note that these commission rates and percentages are subject to alteration by IRINOX's management at any moment, especially in instances where our company enters into a significantly discounted pricing agreement with any prospective regional chain account. In such cases, adjustments to the commission rates may be necessary and will be formally communicated to the involved sales representatives.

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IRINOX North America Display/Demo Kitchen Terms - Effective January 01st, 2024:

- IRINOX units designated for use at permanent demonstration or test kitchen locations are available to our allied representative firms at a special partnership pricing, which offers a 50% discount off the list price. These units are available with an option for flexible monthly payment plans and must be paid either through these installments or in full within 12 months from the date of delivery. Please note that these units are not eligible for commission.
- For representative firms operating multiple test kitchen sites, an additional discount of 50% off the list price is available for each location, subject to the same payment conditions mentioned above.
- Shipping costs for IRINOX demonstration kitchen units will be covered by us, with no freight charges applied. We request that all shipping materials be retained for future use.
- We encourage representatives to relocate these demonstration units within a 12-month period.
- The warranty for demonstration kitchen units sold within 12 months of the original invoice date will be prorated. Upon sale, these units must be registered with IRINOX as sold.
- IRINOX reserves the right to discontinue this program at any point, at our discretion.

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IRINOX North America Loaner Unit Terms for Potential Chains:

- IRINOX provides units for product testing purposes at chain account research and development (R&D) kitchens or training facilities under a 30-day loaner agreement.
- The freight costs for shipping these test units to and from Miami, Florida, will be invoiced and are required to be paid in advance.
- Upon completion of the test period, these loaner units can either be purchased at a pre-approved special rate or returned in their original commercial crating, fully secured and sealed, with prior authorization from IRINOX.
- Loaner units that are damaged due to misuse by the operator will not be eligible for return and will become the financial responsibility of the end user, who must then pay the full amount to IRINOX.
- IRINOX maintains the right to terminate this loaner program at any time at our discretion.

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Defective Return Policy - Effective January 01st, 2024:

- **Restocking and Return Shipping Fees:**
 - Returns of **standard** configuration reach-in units are subject to a **25%** restocking fee, while **standard** configured roll-in units incur a **30%** fee, both based on the invoiced price. Any **non-standard** reach-in and or custom roll-in unit will have a **50%** restocking fee if cancelled and or returned after or prior to delivery. Additionally, return shipping fees must be paid in advance. If returned equipment is damaged or used, further deductions or charges may be applied to cover any loss or damage incurred during the end user's possession or the return shipment.

- **Free Return Shipping for Eligible Returns:**
 - For items eligible for replacement, IRINOX provides free return shipping labels for the return of the same item within the return policy period. Restocking fees and return shipping costs are waived for returns due to factory defects, receipt of the wrong item, discrepancies between the received item and its depiction on IRINOX's website or the AutoQuotes digital application, or other shipping errors by IRINOX, provided the return complies with our Return Policy and is within the return period.

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- **Restocking Fees for Unopened Returns:**

- For unopened items returned in their original condition within the return policy period, IRINOX applies restocking fees, and customers are responsible for any return shipping costs. In cases where a returned product is not defective, matches the description on the website, or there's a perceived misuse of IRINOX's client satisfaction guarantee, IRINOX reserves the right, at its sole discretion, to refuse a refund, return, or exchange.

IRINOX North America Return Policy:

All IRINOX equipment may be returned if requested and approved by IRINOX North America no more than 7 days from the date of receipt on the bill of lading for a refund or credit. Refund or credit may be reduced by shipping and handling fees and any applicable restocking fees.

Refund Policy:

- **Full Refunds:** Defective or wrong items through no fault of your own, and items that did not match what was shown on the Site.
- **Partial Refunds:** Unopened stock items returned in the original condition as shipped.
- **No Refunds:** Non-defective items returned unopened and outside the return policy period, and items not in their original condition, damaged, missing accessories, or showing obvious misuse.



Advertising/Promotional Funds Policy - Effective January 01st, 2024:

- Beyond participation in major industry exhibits, IRINOX NORTH AMERICA has limited provisions for providing additional advertising or promotional funding.
- Representatives can request funds for expenses such as print ads, store displays, regional trade shows, etc., subject to IRINOX NORTH AMERICA's discretion.
- Management will review, analyze, approve, and allocate all promotional funds.
- Representatives must submit a request for funds in advance before the end of each calendar year.
- The cost of participating in regional shows can be offset by shipping "free" equipment instead of a cash remittance, encouraged by IRINOX.
- All events and/or advertising requests must have prior written approval from senior management.
- All claims must have documentation showing proof of performance.
- All claims must be submitted within sixty (60) days following the conclusion of the promotion and/or ad.
- All claims will be paid by credit memo; no checks will be issued.

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