

### Manufacturing and Distribution ASC 606 - Common Issues/Challenges

Tuesday, November 12, 2019



Michael Cirenza Partner 212.840.3456 <u>michael.cirenza@anchin.com</u>



Michael Greenfield Partner 212.840.3456 <u>michael.greenfield@anchin.com</u>

#### Today's Agenda:

1. Bill and Hold

- 2. Rights of Return
- 3. Customer Option for Additional Goods and Services
- 4. Transfer of Control
- 5. Warranty Arrangements
- Income Statement Classification of Consideration
  Paid or Payable to a Customer
- 7. Reminders



### **1. Bill And Hold Arrangements**

• The new standard may result in earlier revenue recognition if the company has met the bill-and-hold criteria and all of the other criteria related to the transfer of control.

- For a customer to have obtained control of a product in a bill-and-hold arrangement, the following criteria must be met: (i) the reason for the arrangement is substantive, (ii) the product has been identified separately as belonging to the customer, (iii) the product is ready for delivery in accordance with the terms of the arrangement, and (iv) the vendor does not have the ability to use the product or sell the product to another customer.
- Consider whether providing custodial services is a performance obligation. If so, a portion of the transaction price should be allocated to each of the separate performance obligations (that is, the goods and the custodial service).



#### 1. Bill And Hold Arrangements (Continued)



Company A, a wine distributor, enters into a contract to supply 100,000 cases of wine to a retailer. The contract contains specific instructions from the retailer about where the cases of wine should be delivered. Company A must deliver the cases of wine in the next year at a date to be specified by the retailer. The retailer expects to have sufficient shelf space at the time of delivery. As of year-end, Company A has inventory of 120,000 cases, including the 100,000 relating to the contract with the retailer. The 100,000 cases are stored with the other 20,000 cases, which are all interchangeable products; however, Company A will not deplete its inventory below 100,000 cases.

When should the Company A recognize revenue for the 100,000 cases of wine to be delivered to the retailer?



### 1. Bill And Hold Arrangements (Continued)

Analysis:

Company A should not recognize revenue until the bill-and-hold criteria are met and control is transferred to the customer. Although the reason for entering into a bill-and-hold transaction is substantive (lack of shelf space), the other criteria are not met as the cases of wine for the retailer are not separated from other products.



# **Polling Question 1**

- We will now pause for a brief polling question, which webinar attendees must answer to earn CPE credit.
- In-person attendees, if you would like CPE credit, please make sure you have signed the sign-in sheet.



### 2. Rights Of Return

 Potential customer returns should be considered when an entity estimates the transaction price because potential returns are a component of variable consideration.

- Recognition of a return asset and return liability is required.
  Such asset and liability shall be remeasured at each reporting date.
- Return asset is initially measured at the carrying amount of the inventory, less any expected costs to recover the goods, including potential decreases in value of the goods expected to be returned.



### 2. Rights Of Return (Continued)

 Return asset and liability should be presented separately in the balance sheet (i.e. on a gross basis rather than a net basis).

• "Like-kind exchanges" (i.e., exchanges by customers of one product for another of the same type, quality, condition and price) are not considered returns for the purposes of applying the standard. Generally, these exchanges are nonmonetary transactions within the scope of ASC 845, *Nonmonetary Transactions*.



#### 2. Rights Of Return (Continued)



Company B sells 100 widgets for \$100 each. The widgets cost \$50 and the terms of sale include a return right for 180 days. Company B estimates that 10 widgets will be returned based on historical sales patterns. In establishing this estimate, Company B uses an expected value method and estimates a 40% probability that 8 widgets will be returned, a 45% probability that 9 widgets will be returned, and a 15% probability that 18 widgets will be returned. Company B also concludes it is probable (highly probable) that there will not be a significant reversal of revenue recognized based on this estimate when the uncertainty is resolved (i.e., once the return period has expired).

How should Company B record the revenue and expected returns related to this transaction?



### 2. Rights Of Return (Continued)



Analysis:

At the point of sale, \$9,000 of revenue ( $\$100 \times 90$  widgets) and cost of sales of \$4,500 ( $\$50 \times 90$  widgets) would be recognized. An asset of \$500 (cost of  $\$50 \times 10$  widgets) would be recognized for the anticipated return of the widgets (assuming they are expected to be returned in a re-saleable condition), and a liability of \$1,000( $\$100 \times 10$  widgets) is recognized for the refund obligation. The probability of return is evaluated at each subsequent reporting date. Any changes in estimates are adjusted against the asset and liability, with adjustments to the liability recorded to revenue and adjustments to the asset recorded against cost of sales.



# **Polling Question 2**

- We will now pause for a brief polling question, which webinar attendees must answer to earn CPE credit.
- In-person attendees, if you would like CPE credit, please make sure you have signed the sign-in sheet.



3. Customer Option For Additional Goods And Services

- An option to acquire additional goods or services at a discount (e.g. sales incentives, volume-tiered pricing structures, customer awards credits or contract renewal options) is a separate performance obligation in a contract with a customer only if it provides a material right to the customer that the customer would not receive without entering into the contract.
- The revenue allocated to the material right is recognized when (or as) the option is exercised (and the underlying future goods or services are transferred) or when the option expires.





**Example 3-1 – Free Product Rebate** 

Company X is running a promotion whereby an end customer who purchases three boxes of laundry detergent at \$20 per box in a single transaction receives an offer for one free box of laundry detergent if the customer fills out a request form and mails it to Company X before a set expiration date (a mail-in rebate). Company X estimates, based on recent experience with similar promotions, that 80% of the customers will complete the mail-in rebate required to receive the free box of laundry detergent.

How should the consideration be allocated to the various deliverables in the arrangement?



#### 3. Customer Option For Additional Goods And Services (Continued)

#### Analysis:

The purchase of three boxes of laundry detergent gives the customer the right to the fourth box for free. This is a material right, which is accounted for as a separate performance obligation. The transaction price would be allocated to the right using relative standalone selling price, which considers estimated redemptions. Therefore, the value of the option would be \$16 (\$20 x 100% discount x 80% expected redemption). Management would allocate \$12.63 (\$60 x (\$16 / (\$16 + \$60))) of the transaction price to the mail-in rebate. Company X would recognize revenue of \$47.37 when control of the three boxes of laundry detergent transfers, and recognize a liability for \$12.63 until the rebate is redeemed or expires unredeemed. If Company X is unable to determine the number of mail-in rebates that will be used. management should assume 100% redemption. Management would allocate \$15 (\$60 x (\$20 / (\$20 + \$60))) to the undelivered box and recognize revenue on delivery following redemption, expiration of the rebate, or until it is able to make an estimate. As the fourth box is a performance obligation, the cost of the fourth box should be presented as cost of sales.



#### 4. Transfer of Control



- The timing of revenue recognition could change under the new revenue standards as the transfer of risks and rewards is no longer a requirement for revenue recognition, but an indicator of when control of the goods transfers to the customer.
- Under the new standard, revenue should be recognized when control of the good or service is transferred to the customer.



#### 4. Transfer of Control (Continued)



**Example 4-1 – Shipments to Customers** 

Company Y enters into a contract to sell products to a retailer. The delivery terms are free on board (FOB) shipping point (legal title passes to the retailer when the products are handed over to the carrier). A third-party carrier is used to deliver the products. Company Y has a past business practice of providing replacements to the retailer, at no additional cost, if the products are damaged during transit.

The retailer does not have physical possession of the products during transit, but has legal title at shipment and therefore can redirect the products to another party. Company Y is also precluded from selling the products to another customer while in transit.

When does control of the products transfer?



#### 4. Transfer of Control (Continued)

#### Analysis:

Company Y would assess the indicators of transfer of control and recognize revenue when control transfers to the retailer. Though the risks and rewards of ownership have not transferred, the retailer has legal title and can direct the products to another party during transit. Company Y would likely conclude that control transfers and revenue should be recognized at shipping point. Company Y should consider whether additional performance obligations exist relating to in-transit risk of loss coverage based on its past business practice.



#### 4. Transfer of Control (Continued)



#### **Other Considerations:**

- If the shipping and handling occur before the customer obtains control of the goods, they are fulfillment activities.
- If the shipping and handling occur after a customer obtains control of the goods, an entity makes a policy election to treat these costs as:
  - fulfillment activities, in which case the company accrues the costs of these activities and recognizes revenue at the point in time at which control of the goods transfers to the customer – thereby achieving matching of the expense and revenue; or
  - a performance obligation, in which case the company allocates a portion of the transaction price to the shipping and handling. Revenue allocated to the goods is recognized *when* control of the goods transfers to the customer, and revenue for the shipping is recognized *as* the shipping and handling performance obligation is satisfied. The related costs are generally expensed as incurred.



# **Polling Question 3**

- We will now pause for a brief polling question, which webinar attendees must answer to earn CPE credit.
- In-person attendees, if you would like CPE credit, please make sure you have signed the sign-in sheet.



#### 5. Warranty Arrangements

 A warranty that can be purchased separately should be accounted for as a separate performance obligation because the company promises a service to the customer in addition to the product.

- Warranties that provide assurance that a product will function as expected and in accordance with certain specifications are not separate performance obligations.
- A promised warranty, or a part of the promised warranty, which is not sold separately but provides the customer with a service in addition to the assurance that the product complies with agreed specifications, creates a performance obligation for the promised service.



#### 5. Warranty Arrangements (Continued)

 A company that cannot reasonably separate the service component from a standard warranty should account for both together as a separate performance obligation.

#### Example 5-1 – Warranty, Separate performance obligation

A manufacturer sells stereo equipment. A customer has elected to also purchase the optional 12-month extended warranty.

How should the manufacturer account for the warranty?



#### 5. Warranty Arrangements (Continued)

Analysis:

The manufacturer should treat the 12-month warranty as a separate performance obligation. A portion of the transaction price is allocated to the warranty based on its relative standalone selling price and recognized as revenue when the warranty obligation is satisfied, typically after the standard "manufacturer's" warranty has expired. The manufacturer will need to assess the pattern of warranty satisfaction to determine when revenue should be recognized (that is, ratably or some other pattern).

Consumer markets companies often offer customers other after-sale services, in addition to warranties, in conjunction with products and will need to evaluate whether those services represent a separate performance obligation. Examples of other after-sale services can include installation, product protection, and service plans.



6. Income Statement Classification Of Consideration Paid Or Payable To A Customer

- For a payment by the entity to a customer to be treated as something other than a reduction of the transaction price, the good or service provided by the customer must be distinct.
- If the payment to the customer is in excess of the fair value of the distinct good or service received, the entity must account for such excess as a reduction of the transaction price.
- If an entity cannot reasonably estimate the fair value of the good or service received from the customer, it is required to account for all of the consideration payable as a reduction in the transaction price.



6. Income Statement Classification Of Consideration Paid Or Payable To A Customer (Continued)



Company Y sells a product to a customer for \$100 on January 1 and agrees to reimburse the customer for the difference between the purchase price and any lower price offered by a certain direct competitor during the three-month period following the sale. Company Y has recent experience with similar promotions of similar products. On a probability-weighted basis, Company Y estimates it will reimburse the customer \$5.

How should Company Y account for the potential refund?



6. Income Statement Classification Of Consideration Paid Or Payable To A Customer (Continued)



Analysis:

The consideration expected to be repaid to the customer should be excluded from revenue and recorded as a liability at the time of sale. Assuming management concludes, based on its recent experience, that it is probable (or highly probable) that recognizing \$95 would not result in significant reversal of cumulative revenue upon resolution of the uncertainty, Company Y would recognize revenue of \$95 and a refund liability of \$5.



6. Income Statement Classification Of Consideration Paid Or Payable To A Customer (Continued)

- Other Common Examples:
  - Slotting fees Manufacturers of consumer products commonly pay retailers fees to have their goods displayed prominently on store shelves. Those shelves can be physical (i.e., in a building where the store is located) or virtual (i.e., they represent space in an internet reseller's online catalog). Generally, such fees do not provide a distinct good or service to the manufacturer and should be treated as a reduction of the transaction price.
  - Cooperative advertising arrangements The determination of whether the payment from the entity is in exchange for a distinct good or service at fair value will depend on a careful analysis of the facts and circumstances of the contract.
  - "Pay to play" arrangements In most cases, these payments are not associated with any distinct good or service to be received from the customer and should be treated as a reduction of the transaction price.



# **Polling Question 4**

- We will now pause for a brief polling question, which webinar attendees must answer to earn CPE credit.
- In-person attendees, if you would like CPE credit, please make sure you have signed the sign-in sheet.



#### Reminders



An entity should disclose sufficient information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Qualitative and quantitative information is required about:

- a. Contracts with customers including revenue and impairments recognized, disaggregation of revenue, and information about contract balances and performance obligations (including the transaction price allocated to the remaining performance obligations);
- b. Significant judgments and changes in judgments determining the timing of satisfaction of performance obligations (over time or at a point in time), and determining the transaction price and amounts allocated to performance obligations; and
- c. Assets recognized from the costs to obtain or fulfill a contract.



#### **Reminders (Continued)**



2. Helpful Resources

https://www.aicpa.org/interestareas/frc/accountingfinancialreporting/revenuereco gnition.html

https://www.ey.com/ul/en/accountinglink/current-topics-revenue-recognition

https://www.pwc.com/us/en/cfodirect/assets/pdf/accounting-guides/pwc-revenuerecognition-global-guide.pdf





### Thank you!





Michael Cirenza Partner 212.840.3456 <u>michael.cirenza@anchin.com</u>



Michael Greenfield Partner 212.840.3456 <u>michael.greenfield@anchin.com</u>