

GARMIN AUTHORIZED RESELLER POLICY

Garmin authorized resellers are authorized to purchase Garmin products from a Garmin Authorized Distributor. In order to ensure that our products are properly promoted and supported, Garmin has developed this Authorized Reseller Policy. Garmin reserves the right to modify this policy from time to time.

MAP Pricing

Garmin has established a Minimum Advertised Price for selected Garmin products. With respect to products for which a Minimum Advertised Price is specified on the current Garmin Price List ("MAP Products"), it is Garmin's unilateral policy to terminate a Garmin Authorized Reseller's authorization to sell any MAP Products if the Garmin Authorized Reseller's advertising of any MAP Product (i) fails to display prominently the Minimum Advertised Price for the product as specified on the current Garmin price list without any strike through or other obliteration of such Minimum Advertised Price, or (ii) contains a price lower than the Minimum Advertised Price set forth in the current Garmin Price List.

This policy applies to all forms of advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network. Any price information relating to Garmin products on an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

This policy only concerns advertised prices, and does not relate to actual sales prices of any item.

This Minimum Advertised Price Policy applies only to resellers located in the USA.

Internet Auctions

Authorized Resellers must not sell or offer for sale any current Garmin product (excluding newly overhauled or used products) via any Internet auction website. Current Garmin products are defined as those which appear in the most recent Dealer Price Catalog. Any newly overhauled or used products sold via Internet auction site must be identified as such in the auction item description. Check with your Distributor for a list of current Garmin products.

Returns

Authorized Resellers must accept returns of defective Garmin products from end-consumers up to 60 days after purchase and provide a replacement or seek warranty service for the consumer via an authorized Garmin distributor.

Service

Authorized Resellers must provide the highest quality customer service when representing Garmin products and must not knowingly mislead or provide incorrect information to the end-consumer. Reseller shall clearly and conspicuously disclose in all their advertising and point of purchase materials that any accessories represented by them to be "Garmin compatible" are not manufactured or approved by Garmin and may not be of the same quality as genuine Garmin accessories.

Payment

Authorized Resellers must not submit charges on an end-consumer's credit card for Garmin products until such product is shipped by the Reseller.

Loss of Authorized Re-Seller Status

Garmin reserves the right to terminate the Authorized Reseller status of any reseller who fails to meet the standards defined in this Authorized Reseller Policy

Minimum Advertised Price Policy (MAP)

In order to protect GARMIN's reputation for superior technology and quality products, GARMIN has adopted a Minimum Advertised Price Policy for selected products. The policy states as follows:

GARMIN has established a Minimum Advertised Price for selected GARMIN products. With respect to products for which a Minimum Advertised Price is specified on the current GARMIN Price List, it is GARMIN's unilateral policy to cease supplying for a period of ninety (90) days, the product in question to any dealer whose advertising of the product (or to any distributor who sells to a dealer whose advertising of the product) (i) fails to display prominently the Minimum Advertised Price for the product as specified on the current GARMIN price list without any strike through or other obliteration of such Minimum Advertised Price. (ii) contains a price lower than the Minimum Advertised Price set forth in the current GARMIN Price List.

This policy applies to all forms of dealer advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network. Any price information relating to GARMIN products on an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

This policy only concerns advertised prices, and does not relate to actual sales prices of any item. Further, this policy applies equally to all GARMIN distributors and dealers.

The foregoing is a statement of GARMIN's unilateral policy and expresses the terms upon which we will deal with our customers. This policy may be modified by GARMIN from time to time. GARMIN does not seek, nor will it accept, any agreement or understanding with you or anyone else with respect to the prices you may advertise or charge at any time.



Minimum Retail Price (MRP) Policy

In an effort to protect the long-term interest of not only Garmin, but also all of our dealers, distributors and customers, we have unilaterally adopted a Retail Price Policy for the units marked on the following pages. Garmin believes that this Policy is necessary to ensure the preservation of the superior image of our brand and the value of our products, and to properly establish the image and reputation of our products in the appropriate market segment.

Although resellers remain free to establish their own prices, Garmin will, without assuming any liability, cancel all orders and refuse to accept any new orders for MRP products from any dealer or distributor for a period of six (6) months, immediately following Garmin's verification to its satisfaction that such dealer or their distributor, or any retailer or reseller that has purchased a MRP product from such dealer or distributor that has advertised, offered, or sold the product at a net retail sales price less than the above Suggested Retail Price established and announced by Garmin. At Garmin's election, a second occurrence by a reseller will result in the indefinite discontinuation of any further MRP product transactions with the dealer or distributor.

Any discounting of the Suggested Retail Price for any MRP product - including, without limitation to advertising, offering or providing coupons, rebates, free accessories, or payment of sales tax for the customer - will be regarded as a violation of this Retail Price Policy.

Please keep in mind that Garmin's unilateral Minimum Advertised Price Policy is still applicable to those products designated by Garmin in our price catalog or by Marketing Memo.

Garmin will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any dealer or distributor. In addition, Garmin neither solicits, nor will it accept, any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between Garmin and any dealer or on any subject including that the dealer or distributor will sell the MRP products at or above any particular price.

For legal reasons, Garmin will not discuss its Retail Price Policy with any dealer or distributor. Accordingly, all Garmin personnel and sales representatives have been specifically instructed not to discuss the Policy beyond the content of this statement with anyone outside of Garmin. Please do not attempt to discuss the Policy with Garmin personnel or sales representatives or communicate complaints or advice to Garmin personnel or sales representatives. Garmin will unilaterally determine whether the MRP products are being advertised, offered or sold at prices other than in compliance with the Garmin Retail Price Policy.

Garmin sales personnel have no authority to modify or grant exceptions to this Policy.

If you so choose, you may forward information about non-compliance with the Retail Price Policy to a specially designated fax number established by Garmin, (800-801-4670). However, please be advised that no Garmin personnel or sales representatives will contact you to acknowledge, respond or follow-up on what you report, nor will they discuss the enforcement of the Retail Price Policy or pricing practices of other dealers or distributors with you.

This policy is applicable only in the USA.

Garmin Authorized Reseller Application

Thank you for your interest in becoming an authorized reseller for Garmin MAP/MRP products. Please complete this application and mail, fax, or email this form to:

Garmin International, Inc
Attn: Reseller Applications
1200 E. 151st St.
Olathe, KS 66062
Fax: 913-397-8282
Email: reseller@garmin.com

(Please Print)

•	Company Name:	_____		
•	Company Address:	_____		
	City	State	Zip Code	
•	Contact Name:	_____	Title:	_____
•	Email Address:	_____		
•	Phone Number: () _____ - _____	Fax Number: () _____ - _____		
•	Please list any other company names under which you sell or operate: _____			

- Which distributor(s) do you currently or wish to purchase Garmin products from?
- Do you currently sell other brands of GPS units? If so, what brands of GPS do you sell?
- What other electronics products do you sell?
- How do you plan to sell Garmin products?
- Do you have a retail store? If so what is the square footage?
- How long have you been in business?
- How many employees do you have?
- What was your company's total revenue in 2005?
- Do you have more than one location?
- Do you sell products on the Internet?
- Please list all website URL's in which you either sell or advertise products.
- If so, what percentage of your sales takes place via the Internet?
- Are you aware of GARMIN's MAP Policy?

By submitting this application, you certify that you have read and understand GARMIN'S Authorized Reseller Policy and that the information supplied by you in this application form is true and correct.

Signature of Applicant: _____ **Date:** _____
Name: _____ **Title:** _____