

# GARMIN<sup>®</sup>

## Authorized Reseller Application

Thank you for your interest in becoming a Garmin Authorized Reseller. Pending authorization, we will send you the Authorized Reseller Logo and notify our Distributors of your status on the following Monday. Please fill in the blue sections and the additional Store Locations if applicable.

Please complete this application and email a signed PDF (or digitally signed) copy to: [reseller@garmin.com](mailto:reseller@garmin.com)

Company Name:		
Physical Address:		
City:	State:	Zip Code:
*Tax ID #:		*Tax ID (federal or state) is used for identification purposes only and is required.
<i>Leave empty if the billing address is the same as physical address; if not, please include billing address</i>		
Billing Address:		
City:	State:	Zip Code:
Contact Name:	Title:	
E-mail Address:		
Phone:	Fax:	

**1. Please mark with an "X" next to the Garmin product lines that you wish to resell:**

Automotive	Motorcycle	Marine	Outdoor
Running/Cycling	Golf	Dog	Other <input checked="" type="checkbox"/>
			Dive Watches

**2. Please list any other company names under which you sell or operate:**

Name(s):

Name(s):

Name(s):

**3. Please list any other store locations on the second page of this spreadsheet below (Additional Store Locations)**

**4. Do you plan to sell Garmin products via a; Brick & Mortar retail store? \_\_\_\_\_ Internet store? \_\_\_\_\_ or both? \_\_\_\_\_**

If you plan on selling via the Internet, please list all e-commerce websites for which you are asking for approval (no eBay or Amazon third party allowed):

URL(s):

URL(s):

URL(s):

**5. Please list any Distributor that you purchase or intend to purchase Garmin products from:**

Name(s): **Trident Diving Equipment**

Name(s):

Name(s):

**6. Please list any Third Party Platforms (such as Amazon, eBay, Walmart.com, etc.) that you currently sell products on:**

Name(s):

Name(s):

Name(s):

**7. Are you aware that Garmin does not authorize dealers or resellers to sell via internet auctions: Yes \_\_\_\_\_ No \_\_\_\_\_?**

*Internet Sales and Auction Policies are available from your current Garmin Authorized Distributor*

By submitting this application, you certify that you have received, read and understand the Garmin Authorized Reseller Policy and that the information supplied in this application is true and correct. The parties agree to accept a digital image of this signed document as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. You further agree that your signature below may appear digitally and is the legally binding equivalent of a traditional handwritten signature.

Signature of Applicant (email is considered electronic signature)

Date

### Additional Store Locations

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

Store Name / Number:			
Physical Address:			
City:	State:	Zip Code:	
Phone:	Fax:		

## **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. This Garmin Authorized Reseller Policy ("Policy") governs the manner in which the Authorized Reseller program will be managed by us, and does not create or imply any contractual relationship between you and us. Garmin reserves the right to modify this policy from time to time without notice. Your acceptance into this program is at the sole discretion of Garmin.

### **Internet Sales**

You will not to sell or offer for sale any Garmin MRP product over the Internet or any interactive electronic network without prior written approval from Garmin. Garmin reserves the right in Garmin's sole discretion to approve or disapprove of the sale or offering for sale by Authorized Reseller of Garmin products over the Internet or any interactive electronic network. Garmin will not allow use of 3rd Party Platforms on the Authorized Reseller Program. This will include sites such as Amazon, Buy, You 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 MRP Listing. 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 current MRP

### **Returns**

#### **Resellers (Purchased through your Distributor)**

Please contact your Distributor where you purchased the device. Garmin will not exchange any products directly with the Authorized Reseller; this must be done through the Distributor.

### **Consumers**

If your consumer has a technical question or would like to have a device repaired:

Please have the consumer contact Product Support:

Phone: 800-800-1020

E-mail: <http://www.garmin.com/us/support/contact/>

Please provide the serial number and a brief description of the device issue.

### **Service**

Authorized Resellers must provide the highest quality customer service when representing Garmin products and must not mislead or provide incorrect information to the end-consumer. Authorized 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.

# Unilateral Minimum Retail Price (MRP) Policy

1/1/2018

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 Minimum Retail Price Policy for selected products. This policy is to ensure the preservation of Garmin's superior technology and quality of Garmin products, the product value and to

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 a product for which a MRP is specified in the current Garmin MRP List ("MRP Product") from any dealer or distributor for a period of six (6) months, immediately following Garmin 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 such MRP Product at a net retail

Any discounting of the MRP for a MRP Product, including, without limitation, advertising, offering or providing coupons, gift cards, rebates, free accessories, bundling with additional products, or payment of sales tax for the customer - will be regarded as a violation of this MRP Policy if the net retail price for the MRP Product is less than MRP after deducting the value of the coupon, rebate, gift card, accessory, bundled product or covered sales tax. The following will also be considered violations of this policy: (a) advertising any net price for a MRP Product less than the MRP in connection with any advertisement of a trade-in offer for any other product; or (b) displaying in, or

This MRP Policy applies only to MRP Products, however, the Garmin Unilateral Minimum Advertised Price (MAP) Policy is still applicable to those products designated by Garmin in our Dealer Price Catalog or the latest Marketing

*Additional information regarding the MRP Policy may be issued by Garmin from time to time in the form of MRP Policy Frequently Asked Questions. The latest version of such FAQ is available from the Garmin Dealer Resource Center.*

*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 the policy shall constitute an agreement between Garmin and any dealer or distributor on any subject including that the dealer or distributor will comply with this policy, or will sell any product at or above any particular price.*

*Garmin will not discuss the MRP 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 MRP Products are being advertised, offered or sold at prices other than in compliance with the Garmin Minimum Retail Price*

*Garmin sales personnel are not authorized to modify or grant exceptions to this policy.*

*This Minimum Retail Price (**MRP**) Policy is applicable in the USA & Canada.*

*If you so choose, you may forward information about non-compliance with the MAP Policy or the MRP Policy to fax number 800-801-4670. However, please be advised that no Garmin personnel or sales representative will contact you to acknowledge, respond or follow-up on what you report, nor will they discuss the enforcement of the MAP Policy or the MRP Policy or pricing practices of other dealers or distributors with you.*