



CobraSelect Retailer Application - Petra Industries

Thank you for doing business with one of our trusted distributors and for your interest in becoming a CobraSelect Retailer. Pending authorization, we will send you the Authorized Retailer 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: cobradealerapp@cobra.com

Company Name:
Physical Address:
City: State: Zip Code:

Mark yes if the billing address is the same as physical address, if not please include billing address

Billing Address:
City: State: Zip Code:
Federal Tax ID #:

Contact Name: Title:
E-mail Address:
Phone: Fax:

1. Please mark with an "X" next to the Top 2 Cobra product lines as it relates to your business.

Professional Drivers Consumer Electronics Automotive Outdoor Wireless Retail Marine Other

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 tab of this spreadsheet: Below (Additional Store Locations)

4. Do you plan to sell Cobra products via a Brick & mortar retail store or Internet store?

If you plan on selling via the Internet, please list all e-commerce websites for which you are asking for approval:

URL(s):
URL(s):
URL(s):

5. Please list any Distributor that you purchase Cobra products from:

Name(s): Account #:
Name(s): Account #:
Name(s): Account #:

6. Please list any Marketplaces (i.e. Amazon, eBay, NewEgg, Rakuten, Sears.com, etc) that you currently sell products on:

Name(s):

7. Have you read and are aware of the Cobra MAP and MRP Policy?

Cobra Electronics CobraSelect Program Minimum Advertised Pricing Policy (MAP Policy) & Merchandising Code of Conduct Policy (MCC) are attached

8. Are you aware that Cobra does not authorize dealers or resellers to sell via internet auctions?

Cobra Electronics CobraSelect Program Minimum Advertised Pricing Policy (MAP Policy) & Merchandising Code of Conduct Policy (MCC) are attached

By submitting this application, you certify that you have read and understand the CobraSelect Retailer 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. The signature of the Applicant may also 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:		

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

Store Name / Number:			
Physical Address:			
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Phone:	Fax:		



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January 1, 2015

Cobra Electronics CobraSelect/Marine Electronics Retailer Program 2015 Minimum Advertised Pricing Policy (MAP Policy)

The CobraSelect/Marine Electronics Retailer Program represents the finest specialty and high service retailers in their class of trade and it offers those retailers a select group of Cobra banded premium products that are sold exclusively through CobraSelect/Marine Electronics distributors, retailers, installers and integrators. This premium line of products will also be sold in cooperation with Cobra, through its Omni-channel shopping network at Cobra.com. The CobraSelect/Marine Electronics Retailer Program includes distributors, retailers, installers and integrators who are authorized directly by Cobra and they agree to abide by the CobraSelect/Marine Electronics Retailer Merchandising Codes of Conduct and adhere to the CobraSelect/Marine Electronics Retailer Minimum Advertising Pricing Policies.

COBRA ELECTRONICS actively supports the advertising and promotion of its products by its domestic dealers and distributors. Cobra, however, has determined that it shall not support, any advertisements or promotional materials, that have the effect of diminishing or detracting from the perceived value of the Cobra products. However, those integrators, retailers, resellers and who advertise, offer, or sell any Products via the Internet or at a physical brick and mortar locations at a net retail sales price that is at least equal to the minimum advertised price (the MAP) established and announced by Cobra from time to time shall be entitled to publicly state in any advertising and on any website that they are a "CobraSelect or a CobraSelect Marine Electronics Retailer." Additionally, any CobraSelect or CobraSelect Marine Electronics Retailer shall be entitled to certain benefits that may be announced by Cobra from time to time which may include, without limitation, any or all of the following:

- A listing on the Cobra.com website in the store locator function of the retailer's name and status as an CobraSelect Retailer,
- An "CobraSelect or CobraSelect Marine Electronics Retailer" website logo,
- Camera ready artwork or images, provided by Cobra in an electronic format, for use on the seller's website

The Cobra MAP policy shall operate under the following guidelines:

1. MAP pricing may be adjusted by Cobra at its sole discretion upon written notice to the dealers and distributors. This may include a seasonal ‘MAP’ holiday period.
2. This MAP policy applies to all advertisements of all specified products in any and all media, including, without limitation, flyers, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet, any use of hypertext transfer protocol or internal links to a web based shopping cart and any other electronic media, television, radio and public signage. The MAP policy is not applicable to any in-store advertising.
 - a. All advertisements of Products must include the CobraSelect trademarked imagery, written and visual content with exact name or model number of the Product and a price at or above the MAP.
3. The inclusion in advertising of free or discounted products/services whether made by Cobra or any other manufacturer with a product covered by this MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP (e.g. free shipping).
 - a. Products may only be advertised as standalone products and may not include any discount codes or rebates except for CobraSelect authorized promotions (e.g., manufacturer’s rebates)
4. MAP applies only to advertised prices and does not apply to the price at which the Cobra product is actually sold or offered for sale to an individual consumer within the dealer’s retail location. Retail location is defined as ‘the physical place where end-users can physically buy and take immediate delivery of the Cobra products. Electronic mail sent in direct response to a customer inquiry is also not considered to be advertising. Such Cobra Retailers remain free to sell the Cobra products at any prices they elect.
5. Under this policy any website on which Products are advertised for sale must be owned or directly controlled by the retailer, reseller or distributor. A retailer, reseller or distributor may not advertise on the Internet by purchasing space on any other web page such as a search engine or commercial website/marketplace (i.e. eBay, Amazon.com, Sears.com, NewEgg.com, Rakuten.com, Walmart.com, Best Buy.com stores) and any arrangement whereby a third-party will conduct the Internet sales for a retailer (fulfilled by), reseller or distributor are prohibited without the prior written consent of Cobra, which shall be granted or denied at the sole discretion of Cobra.
6. No Products, including manufacturer close-outs (i.e., discounted styles, opportunity buys) and those with factory defects (i.e., blemishes, factory seconds), may be offered for sale by a retailer, reseller or distributor on any internet auction site including, but not limited to, eBay, Yahoo and Amazon unless approved in writing by Cobra.

7. A retailer, reseller or distributor's website may not give to any users the impression or any reason to believe that they have reached Cobra's official website. A retailer, reseller or distributor's website must state clearly and conspicuously that it is owned and operated by an independent entity. A retailer, reseller or distributor's website must accurately display any applicable trademarks owned by Cobra. Retailers, resellers and distributors are responsible to make all changes to reflect the latest use of Cobra's names, logos, and trademarks. Retailers, resellers and distributors are encouraged to follow all Internet etiquette and applicable regulations and to be good "net" citizens. Framing of any part of Cobra's website is strictly prohibited and a retailer, reseller or distributor's website must present a look and feel distinctly unique from that of Cobra's website
8. A retailer, reseller or distributor's website may not use any Cobra name(s), trademarks, logo(s), or product name(s), in the retailer, reseller or distributor's URL address or domain name or any manner that otherwise does not comply with this Policy and any other applicable policies of Cobra.
9. From time to time Cobra reserves the right to discontinue models or engage in promotions with respect to certain product models. In such events, Cobra may at its discretion, modify or suspend the MAP with respect to the affected products by notifying all dealers and distributors of such a change.
10. MAP does not establish maximum advertised prices. All dealers may offer the specified products at any price in excess of the MAP established.
11. Intentional and/or repeated failure to abide by this policy will result in termination of dealership and suspension of trade program funding. Cobra does not intend to do business with dealers who degrade the integrity of Cobra or Cobra's products. Cobra will not provide prior notice or issue warnings before taking such action.
 - a. First Violation: Cobra or its Distributor will issue a warning to the retailer or reseller, and Cobra or its Distributor may, at its own discretion and without any liability under any existing contracts or agreements, cease all programming benefits in place or supplying the retailer or reseller with Products for a period not less than thirty (30) days.
 - b. Second Violation: Cobra or its Distributor will issue a warning to the retailer or reseller, and Cobra or its Distributor may, at its own discretion and without any liability under any existing contracts or agreements, cease all programming benefits in place or supplying the retailer or reseller with Products for a period not less than ninety (90) days.
 - c. Third Violation: Cobra or its Distributor may, at its own discretion and without liability under any existing contracts or agreements, initiate the process to terminate the retailer or reseller authorization to sell Products.

12. This MAP policy is designed to ensure dealers have the incentive to invest resources with respect to all CobraSelect products which are unique and innovative.

I hereby agree that I have read the CobraSelect Minimum Advertising Pricing Policy and agree to abide by all requirements outlined in said agreement:

Name: _____

Company: _____

Date: _____

Signature: _____

Included in an online dealer application form is a box for authorization through electronic signature



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2015 Cobra Electronics **CobraSelect/Cobra Marine Electronics** Program Merchandising Code of Conduct Policy (MCC Policy)

The **CobraSelect Cobra Marine Electronics** Program represents the finest specialty and high service retailers in their class of trade and it offers those retailers a select group of Cobra banded premium products that are sold exclusively through **CobraSelect Cobra Marine Electronics** distributors, retailers, installers and integrators. This premium line of products will also be sold in cooperation with Cobra through its Omni-channel shopping network at Cobra.com. The **CobraSelect Cobra Marine Electronics** Program includes; retailers, installers and integrators who are authorized directly by Cobra and its distributors, and they agree to abide by the **CobraSelect** Merchandising Codes of Conduct and adhere to the Minimum Advertising Pricing Policies.

The CobraSelect Merchandising Code of Conduct

- Well-kept and prominent virtual or physical display with full utilization of Cobra Electronics Corporation Product materials where appropriate. Operates an individual stand-alone website with e-commerce capabilities and in house fulfillment
- Provides Cobra Electronics Corporation an opportunity to train and qualify sales associates, or call center support staff, to assist Cobra Consumers in the shopping or ownership experience
- Supports the appropriate level of Products inventory and mix in stock according to category guidelines at all times
- Positions Products according to the Cobra Electronics Corporation **CobraSelect/Cobra Marine Electronics** Minimum Advertised Pricing (M.A.P.) policy, and agrees to support the Products seasonal, promotional and introduction calendar outline by the Cobra
- Does not display Products or participate with Products in on-line auctions or any online marketplaces outside of the domains listed in the **CobraSelect/Cobra Marine Electronics Retailer Application**, without the express written permission of Cobra Electronics Corporation
- Does not give to any end users the impression or any reason to believe that they have reached Cobra's official website. Framing of any part of Cobra's website is strictly prohibited and a retailer, reseller or distributor's website must present a look and feel distinctly unique from that of Cobra's website
- Does not practice any form of redistribution of Cobra Electronics Corporation Products, or brand materials, and does not practice any form of alternate DBA
- Does not reassign, transfer, or alter any of Cobra Electronics Corporation trademarks, trade names and copyrighted materials for the sole purposes of the promotion, sale and service of the Products
- Does not misrepresent or assign any warranties not originally offered to consumers through the official Cobra Electronics Corporation Product warranties

- Will not return defective Products or open boxed consumer returns directly to Cobra or its authorized Distributor without a written authorization from Cobra Electronics Corporation or its Distributor
- Will provide Cobra Electronics Corporation and/or its Distributor the first opportunity to repurchase all Products sold at original invoice, if the **Cobra Select/Cobra Marine Electronics** Retailer where to cease representation of the Cobra Electronics Corporation, Products voluntarily or through notice of termination

I hereby agree that I have read the **CobraSelect/Cobra Marine Electronics Merchandising Code of Compliance** & the **Minimum Advertising Pricing Policy** and agree to abide by all requirements outlined in said agreement:

Name: _____

Company: _____

Date: _____

Signature: _____

Included in an online dealer application form is a box for authorization through electronic signature