

# Marketing Memo



To: Garmin Distributors  
From: Dan Bartel, Vice President of Worldwide Sales  
Date: October 2<sup>nd</sup>, 2012

## Garmin Authorized Reseller Program



Enclosed you will find the new Garmin Authorized Reseller Program and Application.

This program has been established to:

- Help protect the Authorized Dealers and Resellers from unauthorized retailers selling and degrading the value of our products and brand.
- Gives the Reseller a complete understanding of our programs, warranties and policies.
- Better communicate with each account about new products, price changes, product training, and POP & Merchandising.

How will this program operate?

- We will create an "Authorized Reseller List" and ask that all Distributors only sell Garmin MAP/MRP products to Authorized Resellers who are approved and listed on the weekly updated list.
- Accounts that wish to continue to purchase Garmin MAP/MRP products must send in the attached application by Dec 15<sup>th</sup>, 2012. Effective January 1<sup>st</sup>, we will request that any account wishing to purchase Garmin products have prior approval and are listed on the Authorized Reseller List. We ask that all the applications be returned in a timely manner so that we may approve them and continue the flow of products to your accounts without interruption.
- It is up to the Distributor to distribute the program and ask their accounts to follow our steps to become an Authorized Reseller.
- We will respond back to the distributor with approval by email and update the Authorized Resellers List on a weekly basis.

**Highlights from the Authorized Reseller Program include:**

- Garmin Contact Information
- Reseller Program Guidelines
- Tech Support and Warranty Procedures
- One-Year Limited Warranty Policy
- Internet Sales & Auctions Policy

If you have any questions regarding this program please contact your Garmin sales manager or the Garmin Marketing Department at 1-800-800-1420 or by email at [reseller@garmin.com](mailto:reseller@garmin.com).



## **AUTHORIZED RESELLER PROGRAM**

**A Reseller is a Retailer that purchases Garmin products through one of our Authorized Distributors.**

## **Authorized Reseller Program**

(Program Effective Date: October 2, 2012 – until discontinued or superseded)

# **GARMIN CONTACT INFORMATION**

### **Orders / Returns**

Please contact your Authorized Garmin Distributor

### **Technical Product Support / Repairs**

[dealer.tech@garmin.com](mailto:dealer.tech@garmin.com)

Reseller Line (For Retailers Only)

(866) 418-9438

Consumer Line (For your customers)

(800) 800-1020

### **Websites**

[www.garmin.com](http://www.garmin.com)

## Authorized Reseller Program

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Note: Garmin USA, Inc. reserves the right to change or discontinue any program upon thirty (30) day written notice. All references to credits, programs, payments and prices are in U.S. dollars.

## Authorized Reseller Program

(Program Effective Date: October 2, 2012 – until discontinued or superseded)

# Authorized Reseller Program Guidelines

This Guide is to help Authorized Resellers understand how to comply with our programs and policies. Failure to comply with any Garmin Policy may result in disqualification or removal from the Authorized Reseller Program.

### **Garmin Reseller Requirements**

1. This program is only for Resellers with a brick and mortar store front or approved exceptions including Approved Specialty Online Resellers.
2. Resellers are not authorized to sell or represent Garmin at other locations, without the prior written approval of Garmin.
3. No sales to resellers who sell outside of North America.
  - a) *Resellers are prohibited from selling Garmin products to resellers that sell products outside of North America. Resellers who do not comply with this policy are subject to cancellation*
4. Internet Sales and Auction Policy: See Page 6
5. MAP/MRP Policy: See Pages 7 & 8

### **Program includes:**

- a) Authorized Reseller Seal of Approval
- b) In-Store Marketing Solutions:
  - i. Brochures, POP, and product merchandising solutions
- c) Access to Garmin Training Resources
  - i. Access to our Training Webinars
  - ii. Product Comparison Charts

### **Marketing Memos**

We will announce new programs, products, and price changes via periodic Marketing Memos sent by email.

## Authorized Reseller Program

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# Dealer Technical Support & Repair Procedures

## CONSUMERS

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

- Please have the consumer contact Product Support at:
  - **800-800-1020** or [E-mail Product Support](#)
- Please provide the serial number, and a brief description of what is wrong with the device.

## RETAILERS

If the Retailer has a technical question or would like to act on behalf of the consumer in getting the device repaired:

- Please contact Dealer Product Support at:
  - **866-418-9438** or [E-mail Dealer Tech Support](#) ; **RETAILERS ONLY**
- **Garmin Dealers:** Please have your Garmin account number available.
- **Resellers:** If they ask for an account number, let them know that you are a Reseller.
- Please provide the serial number, and a brief description of what is wrong with the device.
- Once an RMA has been issued please write the following address with the RMA # and Dock Door # clearly on the box being returned:

**Garmin International**

**RMA #:** \_\_\_\_\_ **Dock Door #** \_\_\_\_\_

**1200 East 151st Street**

**Olathe, Kansas 66062**

- Only return the device (no other accessories) and send in a copy of the original sales receipt.
- Please make sure you keep a copy of the RMA # issued and package tracking number for future reference.

## Return Procedures

### RESELLERS (Purchased through your Distributor)

Please contact your Distributor where you purchased the device.

Garmin will not exchange any products directly with the reseller; this must be done through the Distributor.

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## Authorized Reseller Program

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# 1 Year Consumer Limited Warranty Policy

Garmin non-aviation products are warranted to be free from defects in materials or workmanship for one year from the date of purchase. Within this period, Garmin will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts or labor, provided that the customer shall be responsible for any transportation cost. This warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service provider of Garmin; or (v) damage to a product that has been modified or altered without the written permission of Garmin. In addition, Garmin reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.

Garmin navigation products are intended to be used only as a travel aid and must not be used for any purpose requiring precise measurement of direction, distance, location or topography. Garmin makes no warranty as to the accuracy or completeness of map data.

Repairs have a 90 day warranty. If the unit sent in is still under its original warranty, then the new warranty is 90 days or to the end of the original one year warranty, depending upon which is longer.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

IN NO EVENT SHALL GARMIN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Garmin retains the exclusive right to repair or replace (with a new or newly-overhauled replacement product) the device or software or offer a full refund of the purchase price at its sole discretion. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

To obtain warranty service, contact your local Garmin authorized dealer/retailer or call Garmin Product Support for shipping instructions and an RMA tracking number. Securely pack the device and a copy of the original sales receipt, which is required as the proof of purchase for warranty repairs. Write the tracking number clearly on the outside of the package. Send the device, freight charges prepaid, to any Garmin warranty service station.

Online Auction Purchases: Products purchased through online auctions (this does not apply to purchases made on [www.garmin.com](http://www.garmin.com)) are not eligible for warranty coverage. Online auction confirmations are not accepted for

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warranty verification. To obtain warranty service, an original or copy of the sales receipt from the original retailer is required. Garmin will not replace missing components from any package purchased through an online auction.

## **Internet Sales Policy**

Reseller agrees not to sell or offer for sale any current Garmin product over the Internet or any interactive electronic network without prior written approval from Garmin. Garmin reserves the right in Garmin sole discretion to approve or disapprove of the sale or offering for sale by any Reseller of Garmin products over the Internet or any interactive electronic network. Reseller faces possible cancellation of account if violating this policy.

## **Internet Auctions Policy**

Reseller agrees not to 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 listed as having a MAP and MRP price (see page 7 & 8 for MAP & MRP policies). Any newly overhauled or used products sold via Internet auction must be identified as such in the auction item description. Reseller faces possible cancellation of account if violating this policy.

Products purchased through online auctions are not eligible for warranty coverage.



## Authorized Reseller Program

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# Unilateral Minimum Advertised Price (MAP) Policy

In order to protect Garmin's reputation for superior technology and quality products, Garmin has unilaterally 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 Dealer Price Catalog, it is Garmin's unilateral policy to cease supplying for a period of ninety (90) days the product in question to any Retailer whose advertising of the product (or to any Distributor who sells to a Retailer whose advertising of the product) (i) fails to display prominently the Minimum Advertised Price for the product as specified on the current Garmin Dealer Price Catalog 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 Dealer Price Catalog.*

*This policy applies to all forms of Retailer 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 uses the hypertext transfer protocol (http), is considered to be advertising for the 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 Retailers, Distributors and Dealers.*

*This Minimum Advertised Price (MAP) Policy is applicable only in the USA and Canada.*

The foregoing is a statement of the Garmin 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 this policy or the prices you may advertise or charge at any time.

## Authorized Reseller Program

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# Unilateral Minimum Retail Price (MRP) Policy

In an effort to protect the long-term interest of not only Garmin, but also all of our dealers 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 products, the product value and to properly establish the brand and reputation of these 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 a product for which a MRP is specified in the current Garmin Dealer Price Catalog ("MRP Product") from any retailer, 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 retailer, dealer or distributor, has advertised, offered, or sold such MRP Product at a net retail sales price less than the MRP established and announced by Garmin. At Garmin's election, a second occurrence will result in the indefinite discontinuation of any further sales of such MRP Product to the retailer, dealer or distributor.

Any discounting of the MRP for a MRP Product, including, without limitation, advertising, offering or providing coupons, rebates, free accessories, or payment of sales tax for the customer - will be regarded as a violation of this MRP Policy. 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 in association with, any advertisement for a MRP Product any specific trade-in price or value for any trade-in of any other product.

This MRP Policy applies only to MRP Products, however, 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 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 retailer, 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 retailer, dealer or distributor on any subject including that the retailer, 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 retailer, 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 Policy.*

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

***This Minimum Retail Price (MRP) Policy is applicable only in the USA and 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 retailers, dealers or distributors with you.*

Note: Garmin USA, Inc. reserves the right to change or discontinue any program upon thirty (30) day written notice. All references to credits, programs, payments and prices are in U.S. dollars.

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# Unlawful Copying of MapSource Data

In order to protect our copyrights and the copyrights of our third party cartographic data suppliers, Garmin has adopted the following policy for both the copyright infringement and U.S. federal law violations.

***It is the policy of Garmin to strictly enforce and prohibit any Retailer from copying or uploading MapSource data for a customer unless the customer has purchased the MapSource CD-ROM containing the data.***

***Any Retailer engaging in this conduct is violating the terms of the MapSource License Agreement and U.S. federal copyright law. This is a violation not only of Garmin copyright but also the copyright of our third party cartographic data suppliers.***

***Such violations will result in the termination of any offending Retailer's account status and may also result in an action for damages under federal law, as well as federal criminal penalties for willful copyright infringement.***

## Garmin Marketing Department

For any inquiries regarding Authorized Reseller Programs, please contact:

**Garmin Marketing Department**  
1200 East 151<sup>st</sup> Street  
Olathe, KS 66062

**Tel: 800-800-1420 or 913-397-8200**  
**Fax: 913-397-8866**

[reseller.@garmin.com](mailto:reseller.@garmin.com)

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1200 East 151 Street Olathe, KS 66062

Phone: 800.800.1420 Fax: 800.801.4670 Website: [www.garmin.com](http://www.garmin.com)

Technical Support: <http://www.garmin.com/contactUs/techSupport.jsp>

Reseller Coordinator: [reseller@garmin.com](mailto:reseller@garmin.com)