



2019 FUSION AUTHORIZED RESELLER PROGRAM

(Program Effective Date: 6th August 2019—until discontinued or suspended)



A Fusion Reseller is a retailer that purchases Fusion products through an Authorized Fusion Distributor.

FUSION CONTACT INFORMATION

Orders / Returns

Please contact your Authorized Fusion Distributor

Dealer Technical Support Line

(800)-353-1355

techsupport.na@fusionentertainment.com

Consumer Line

(For your customers)

(800) 575-2244

Websites www.fusionentertainment.com

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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 Guidelines

These Guidelines are intended to help Fusion Authorized Resellers (“Resellers”) understand how to comply with Garmin programs and policies. Failure to comply with any Garmin policy may result in disqualification or removal from the Fusion Authorized Reseller Program (the “Program”).

Fusion Reseller Requirements

- This program is exclusive to Resellers with a retail store front. Resellers that do not have a retail store front, including online Resellers, must be approved in advance by Garmin.
- Resellers are not authorized to sell or represent Fusion at other locations without the prior written approval of Garmin.
- Resellers are prohibited from selling Fusion products to resellers that sell products outside of the USA and Canada, including Mexico, Central, and South America. Resellers who do not comply with this policy are subject to removal of Authorized Reseller status.
- Resellers must adhere to Garmin’s Internet Sales and Auction Policy

Authorized Reseller Program includes:

- Use of the ‘Fusion Authorized Reseller’ logo ○ *Note: Participation in the Program grants Reseller no rights in Garmin’s trademarks, except that Reseller has a limited, non-exclusive license during Reseller’s participation in the Program to reproduce the ‘Fusion Authorized Reseller’ logo in accordance with such standards for use as may be established from time to time by Garmin.*
- Access to in-store marketing solutions:
 - Brochures, POP, and product merchandising solutions
 - Marketing materials are made available through Fusion Authorized Distributors

Marketing Memos

Announcements about products and price changes will be made available through your Fusion Authorized Distributor.

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: ○ Phone: 800-575-2244
- Email: <https://www.fusionentertainment.com/marine/contact#tech-support>
- Please be ready to provide the serial number and a brief description of the device issue.

Resellers

If the Reseller 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:
 - Phone: 800-353-1355 [RESELLERS ONLY]
 - Email: techsupport.na@fusionentertainment.com [RESELLERS ONLY]
- If prompted for an account number, please indicate that you are a Fusion Authorized Reseller
- Please provide the serial number and a brief description of the device issue.
- If an RMA is needed, the support agent will assist in creating a return order
- 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 # 43
1100 East 151st Street
Olathe, KS 66062

- Return the device (without any accessories) and 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

Authorized Resellers

Please contact your Distributor where you purchased the device to return any Fusion product. Garmin will not exchange any products directly with the reseller; this must be done through the Distributor.

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One Year Consumer Limited Warranty Policy

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 Limited 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; (v) damage to a product that has been modified or altered without the written permission of Garmin, (vi) damage to a product that has been connected to power and/or data cables that are not supplied by 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's 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.

This Limited Warranty also does not apply to, and Garmin is not responsible for, any degradation in the performance of any Garmin navigation product resulting from its use in proximity to any handset or other device that utilizes a terrestrial broadband network operating on frequencies that are close to the frequencies used by any Global Navigation Satellite System (GNSS) such as the Global Positioning Service (GPS). Use of such devices may impair reception of GNSS signals.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF, AND GARMIN EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY REMEDY OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL GARMIN BE LIABLE IN A CLAIM FOR BREACH OF WARRANTY 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 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.

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Online Auction Purchases: Products purchased through online auctions are not eligible for rebates or other special offers from Garmin warranty coverage. Online auction confirmations are not accepted for warranty

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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.

International Purchases: A separate warranty may be provided by international distributors for devices purchased outside the United States depending on the country. If applicable, this warranty is provided by the local in-country distributor and this distributor provides local service for your device. Distributor warranties are only valid in the area of intended distribution. Devices purchased in the United States or Canada must be returned to the Garmin service center in the United Kingdom, the United States, Canada, or Taiwan for service.

Marine Warranty Policy: Certain Garmin Marine products in certain areas have a longer warranty period and additional terms and conditions. Go to www.garmin.com/support/warranty_marine for more details and to see if your product is covered under the Garmin Marine Warranty Policy.

Internet Sales Policy

Reseller may not 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 removal of Authorized Reseller status if violating this policy.

Internet Auctions Policy

Reseller may not sell or offer for sale any current Garmin product (excluding newly overhauled or used products) via any Internet auction website. Reseller may not sell or offer for sale any current Garmin product on any third-party website without prior written approval from Garmin. Current Garmin products are defined as those which appear on Garmin's MRP List. Any newly overhauled or used products sold via Internet auction must be identified as such in the auction item description. Reseller faces possible removal of Authorized Reseller status if violating this policy.

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

Unilateral Minimum Retail Price (MRP) Policy

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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 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 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 sales price less than the MRP established and announced by Garmin. At the election of Garmin, a second occurrence will result in the indefinite discontinuation of any further sales of such MRP Product to the dealer or distributor.

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 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, 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 Memo.

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 Policy.

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.

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Unlawful Copying of Garmin Mapping 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 Reseller from copying or uploading Garmin Mapping data for a customer unless the customer has purchased the proper mapping product that contains the data.

Any dealer or Reseller engaging in this conduct is violating the terms of the Garmin Mapping 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 dealer or Reseller 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 Authorized Reseller Program
1200 East 151st Street
Olathe, KS 66062**

Email: fusion.reseller@garmin.com