

FURUNO

AUTHORIZED RESELLER APPLICATION

Thank you for your interest in establishing your company as an Authorized Reseller for Furuno. Please complete this application in its entirety, then return it to gduffin@furuno.com.

Company Name	Federal Tax ID #

Physical Address	Mailing Address (if different than physical address)

City	State/Prov	Zip/Postal	City	State/Prov	Zip/Postal

Country	Country

Primary Contact	Primary Contact Title	Primary Contact E-Mail

Secondary Contact	Secondary Contact Title	Secondary Contact E-Mail

Phone #	Cell Phone #	Fax #

How long have you been in business?	Est. Annual Sales of Furuno Products	Estimated Annual Sales of All Marine Electronics

Please list any other company names under which you sell or operate (i.e. DBA):

Name(s):

Please list all company website URLs that you host:

Name(s):

How do you plan to sell Furuno products (please check all that apply)?

- ☐ Retail Sales/Service Location (If yes, would you like listed on the Furuno USA website?) ☐ Yes ☐ No
- ☐ Internet Retailer (If yes, are you aware that Auction sites are prohibited?) ☐ Yes ☐ No
- List URL(s) (i.e. Amazon, Newegg, etc.):
- ☐ Mobile only (sales, installation, service)
- ☐ Waterfront sales & marine/boat services (repower, retrofit, paint, etc.)
- ☐ Boat and/or engine dealer
- ☐ Other (please explain):

Please check all boxes that apply to your business:

- ☐ Showroom ☐ Installations ☐ Technical Service ☐ Mobile ☐ Primarily Internet

Please list the distributor(s) you typically plan to purchase Furuno products from:

Name(s):

By submitting this application, you certify that you have received, read, and understand the Furuno Authorized Reseller Policies 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. You further agree that your signature below may appear digitally and is the legally binding equivalent of a traditional handwritten signature.

Signature *	Print Name	Title	Date

FURUNO U.S.A., INC.

Authorized Reseller TechNet Agreement

AGREEMENT

Made this _____ day of _____ 20 ____ by and between Furuno USA, Inc. (hereinafter called "Furuno") and _____ located in _____

(hereinafter called "Reseller"). The parties hereto, intending to be legally bound, agree as follows:

CONDITIONS OF USE: The Furuno USA Reseller TechNet, residing at <http://www.FurunoUSA.com> (the "Site") is intended to facilitate authorized Furuno Resellers' provision of Furuno policies and Product Information. The Site is offered to the Reseller conditioned on the Reseller's acceptance, without modification of the terms, conditions and notices contained herein and on the Site. By accessing and using the Site, Reseller is deemed to have agreed to all such terms, conditions and notices.

RESELLER ACCESS: The Site contains confidential information that is only available to authorized Furuno resellers and their employees. The Reseller agrees to keep the information contained in the site confidential and to not disclose it to any other party without Furuno's consent, which may be withheld at Furuno's sole discretion. Furuno reserves the right to restrict or rescind access to the Reseller at any time and for any reason. Instructions on how to gain access to the Furuno Reseller TechNet will be sent to the e-mail address provided at the end of this agreement. The Reseller is responsible for maintaining the confidentiality of its user names and passwords, and the Reseller will indemnify Furuno for any and all losses caused by Reseller's intentional or inadvertent disclosure of the user names, passwords and any confidential information contained on the Site. The Reseller is responsible for any and all losses and liabilities to Furuno caused by or resulting from an individual employee of or individual acting for the Reseller accessing the Site or using the information contained therein. The Reseller shall ensure individual employees and individuals acting for the Reseller comply with this Agreement. In order to obtain access to the Site, the Reseller shall provide Furuno with current email information and shall update this information in the event of any change.

PRICING AND AVAILABILITY: Product prices and availability are subject to change without notice. Furuno will make efforts to provide current information on the Site, but does not guarantee that the information is current or accurate.

RESTRICTIONS ON USE: The Site is owned and operated by Furuno USA, Inc. All materials published on the Site, including, but not limited to product descriptions, photographs, images, illustrations, pricing information, manuals, sales and/or service bulletins, reviews and video clips, (the "Content") is the property of Furuno. The Content may not be copied, photocopied, reproduced, republished, licensed, posted, performed, displayed, uploaded,

distributed, translated, in any way exploited, used to create derivative works, or reduced to any electronic medium or machine-readable form, in whole or in part, without the prior written consent of Furuno. Any distribution is strictly prohibited.

SOFTWARE LICENSES: Reseller shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to Reseller to access the Content and services provided on the Site ("Access Software"), except that the Reseller is granted a limited, non-exclusive, revocable license to use the Access Software to view the Site. Reseller may not sublicense, assign or transfer any licenses granted by Furuno and any attempt at such sublicense, assignment or transfer is void. Reseller may not copy, distribute, modify, reverse engineer, or create derivative works from the Access Software.

NON-DISCLOSURE: This Agreement establishes a confidential relationship between Furuno and Reseller. Through normal business operation, Furuno may furnish Confidential Information to Reseller. Confidential Information includes all information relating to Furuno, whether disclosed or made accessible to Reseller before, on or after the date of this Agreement, regardless of the medium on which the information is stored, recorded, conveyed or communicated, and whether or not specifically identified as "Confidential" or "Proprietary," including but not limited to: (a) cost, pricing, profit, production, forecast and other accounting, economic and financial data; (b) information related to future product releases, including pricing and/or product specifications, (c) technical documents, including but not limited to Service Manuals, Service Advisories and FEC FAQs (d) technical drawings, product designs, artistic and scientific data, product specifications and manufacturing know-how; (e) idea, invention, improvement, intellectual property; (f) source code and other computer software (including software that is proprietary to third parties); (g) information about Furuno's customers, suppliers, and other business partners; (h) personnel and human resources data, files and information; (i) business and marketing plans and strategies; and (j) summaries, excerpts, compilations and notes prepared by Reseller or others related to any of the preceding information. Reseller agrees to hold all Confidential Information in strict confidence and will not disclose, without Furuno's prior written consent, any Confidential Information to any person other than to the Reseller's representatives, including Reseller's directors,

officers, employees, agents, consultants, advisors and other representatives (including legal counsel and accountants). Should prior written consent be granted by Furuno, Reseller agrees to ensure the party to which Confidential Information is disclosed is aware of this Confidentiality Clause and agrees to be bound by it. Under some circumstances, determined by Furuno, a formal Non-Disclosure Agreement (NDA) may be required for individual Reseller representatives to gain access to certain Confidential Information.

DISCLAIMER & LIMITATION OF LIABILITY: The Content, specifications and pricing for our products are believed to be accurate, but Furuno does not warrant or guarantee their accuracy. Furuno reserves the right, in its sole discretion, to correct any error or omission in any portion of the Site. The Content published on the Site may include technical inaccuracies or typographical errors. Changes are periodically added to the Content located on the Site. Furuno may make improvements and/or changes in the Content and/or the services at any time in its sole discretion. THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURUNO AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL FURUNO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE, THE PROVISION OF OR FAILURE TO PROVIDE THE SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FURUNO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

INDEMNIFICATION: Reseller agrees to indemnify and hold Furuno, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable lawyers' fees, asserted by any third party due to or arising out of the Reseller's use of or conduct on the Site.

MODIFICATION OF THESE TERMS AND CONDITIONS: Furuno reserves the right to change this Agreement at any time by revising the terms and conditions herein and on the site and posting the amended terms and conditions on the Site. Reseller is responsible for regularly reviewing the terms and conditions on the Site. Continued use of the Site following any such changes shall constitute the Reseller's acceptance of such changes.

GENERAL: This Agreement is governed by the laws of the State of Washington, U.S.A. Reseller consents to the exclusive jurisdiction and venue of courts in Clark County, Washington, U.S.A. in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions and any amendments thereto, including without limitation this paragraph.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty and condition disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between the Reseller and Furuno, with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Reseller and Furuno with respect to the Site. This hard copy version of the Agreement and the electronic version of the Agreement posted on the Site, and any notice and amendments relating to the Agreement in hard copy or in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COPYRIGHT AND TRADEMARK NOTICES: All contents of the Site are: Copyright © 2010 Furuno USA, Inc. and/or its suppliers, c/o Furuno USA, Inc., 4400 NW Pacific Rim Boulevard, Camas, Washington 98607, U.S.A. All rights reserved.

TRADEMARKS: Furuno Reseller TechNet and/or other Furuno products and services referenced herein are either trademarks or registered trademarks of Furuno. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

FURUNO

Signature: _____

Print Name: Jeff Kauzlaric

Title: Advertising & Communications Manager

Date: _____

RESELLER

Signature: _____

Print Name: _____

Title: _____

E-Mail (required): _____

Date: _____

Authorized Reseller Electronic Communication Form

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E-mail address

[illegible][illegible]

Please return this completed form to Gabriel Durrin
E-mail: gdurrin@furuno.com fax: 360-834-9400

Furuno USA Authorized Reseller Policy

❖ *Policy Description:*

Furuno Authorized Resellers are authorized to purchase Furuno products from Furuno Authorized Distributors and offer for resale to the consuming public within the United States and Canada (the "Territory"). In order to ensure our products are properly promoted and supported, Furuno has developed this Authorized Reseller Policy ("Policy"). This Policy governs the manner in which the Authorized Reseller program will be managed by Furuno, and does not create or imply any contractual relationship between you and Furuno. Furuno reserves the right to modify this policy from time to time without notice. Your acceptance into this program is at the sole discretion of Furuno. Furuno may terminate your participation in the program at any time, without liability to you.

❖ *Internet Sales:*

You will not sell or offer for sale any Furuno MRP product over the Internet or any interactive electronic network without prior written approval from Furuno. Only "finished goods" products listed on our official MRP List, along with applicable Parts & Accessories, shall be listed and/or promoted (with or without pricing) on any Authorized Reseller websites. Furuno reserves the right in Furuno's sole discretion to approve or disapprove of the sale or offering for sale by Authorized Reseller of Furuno products over the Internet or any interactive electronic network. Furuno reserves the right to approve or deny the use of 3rd Party Platforms on the Authorized Reseller Program. This includes sites such as Amazon, Google Shop, Buy, Rakuten, eBay, or any other comparable distribution channels.

You must not sell or offer for sale any current Furuno product (excluding refurbished or used products) via any Internet auction website. Current Furuno products are defined as those which appear in the most recent MRP Listing. Any refurbished or used products sold via Internet auction site must be identified as such in the auction item description.

❖ *Returns:*

Resellers (Purchased through your Distributor)

Please contact the Distributor from whom you purchased the equipment. Furuno 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: 360-834-9300 or 410-479-4420
- Please provide the serial number and a brief description of the device issue, perceived defect or problem.

❖ *Service:*

Authorized Resellers must provide the highest quality customer service when representing Furuno 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 "Furuno compatible" are not manufactured or approved by Furuno and may not be of the same quality as genuine Furuno accessories.

❖ *Payment:*

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

Furuno Unilateral Pricing Policy (UPP)

❖ *Policy Description:*

This Product Sales policy has been adopted by Furuno USA, Inc. ("Furuno"), effective January 2nd, 2017. Furuno is a leading producer of navigation and communications equipment. Furuno believes its products are most effectively marketed by entities willing to invest in promotion of the Furuno brand and in the delivery of superior support. We also believe our ability to maintain this level of support for our products is undermined when we allow "free-riding" by entities who do not make such investments.

❖ *Criteria:*

To ensure our products are marketed effectively, Furuno has unilaterally determined that it intends to continue to sell products only through those Authorized Dealers, Distributors, and Retailers/Resellers ("Dealer") who, in the sole and independent judgment of Furuno, meet the following criteria:

1. The Dealer sells Furuno products only to: (a) retailers/resellers pre-approved in writing by Furuno; and (b) the consuming public (end-users).
2. The Dealer does not sell Furuno products to end-users at prices lower than the prices set forth in Furuno's Minimum Retail Price list ("MRP"), which Furuno may change from time to time.
3. The Dealer does not sell or market Furuno products in any way that detracts from the premium Furuno image.
4. The Dealer does not engage in any illegal, deceptive, undesirable or improper selling practices, including loss leaders, bait and switch, or negative selling practices.

The criteria set forth above apply to all sales to end-users, including in-store, catalog, internet and special promotion sales.

Any discounting of the MRP for an 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 an 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 an MRP Product any specific trade-in price or value for any trade-in of any other product. Additionally, any packages or bundles containing MRP Products, must be at a price that is at least the aggregate of the MRPs of all MRP Products contained in such package or bundle. Factory Refurbished, or Blue Star equipment, may be quoted and/or offered at a price below MRP, as long as the product is clearly identified as such in the quote/offer.

Furuno may from time to time grant exceptions to this policy, including without limitation: sales to fleet customers, sales at trade and other consumer events (i.e.: boat shows), and other situations in which Furuno, at its sole discretion, determines that such exceptions will not undermine the goals this policy seeks to achieve. Such exceptions shall be determined and communicated to the dealer or dealers by Furuno on a case by case basis, and will apply only to the extent described in the communication.

Government sales (including, but not limited to: federal, state, provincial, municipal and local) are not considered sales to the consuming public (as defined above) and are not subject to MRP guidelines. However, sales to such entities must not be priced below Furuno USA's published [GSA Price List](#) or 30% below List Price for products contained within the current [MRP Schedule](#).

❖ *Policy Enforcement:*

This Product Sales policy is a unilateral statement of Furuno's intentions with respect to the type of dealers through whom Furuno intends to sell products. Although Dealers remain free to establish their own prices, Furuno may, without assuming any liability, cancel all orders and refuse to accept any new orders for a product for which an MRP is specified within the current and active "Furuno USA, Inc. Minimum Retail Price List", from any dealer or distributor, immediately following Furuno's verification, to its satisfaction, that such dealer or their distributor, or any retailer or reseller that has purchased an 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 Furuno. This policy is not a contract, nor an offer to form a contract. Each dealer is free to acquiesce in this policy to avoid termination of supply of products by Furuno, and should refer to the most current MRP list published by Furuno. Furuno does not request or seek the acquiescence, agreement, or assurance of any dealer with respect to this policy. This policy is applicable only in the U.S.A. and Canada.

Furuno reserves the right to enforce this policy as it deems appropriate. No dealer has any rights under this policy with respect to how Furuno elects to enforce the policy with respect to other dealers.

Furuno does not seek any complaints or comments from its dealers about the pricing practices of any other dealers. Further, Furuno will not discuss the business dealings of any dealer with any other dealer. Furuno reserves the right to change, amend, or discontinue this policy at any time, and no dealer has any right to rely on the continued existence of this policy or any effort by Furuno to enforce its terms and conditions.

Furuno sales representatives and employees are not authorized to discuss this policy or any pricing practices with any dealer. Furuno sales representatives and employees are strictly prohibited from seeking or accepting any assurance of compliance with this Product Sales Policy. In the event a dealer becomes aware of any action by any Furuno employee or other representative that is inconsistent with the foregoing, the dealer should report that information in writing to Furuno USA, Inc., 4400 NW Pacific Rim Blvd., Camas, WA 98607, Attn: Gabriel Durrin.

Furuno USA, Inc. --- Minimum Retail Price (MRP) List --- May 31, 2019

Model #	List Price	MRP	Model #	List Price	MRP
NavNet TZtouch2			Standalone Fish Finders		
TZTL12F	\$ 3,695	\$ 2,895	FCV628	\$ 745	\$ 595
TZTL15F	\$ 5,495	\$ 4,295	FCV588	\$ 1,495	\$ 1,195
TZT2BB	\$ 5,895	\$ 4,795	FCV295	\$ 2,995	\$ 2,395
			FCV1150	\$ 5,195	\$ 4,095
NavNet DRS Radar Antennas			Network Fish Finders		
DRS4DNXT ^	\$2,600	\$2,095	BBDS1	\$ 750	\$ 595
DRS6AX * ± ^	\$4,565	\$3,695	DFF1-UHD	\$ 1,900	\$ 1,495
DRS6ANXT * ^	\$5,400	\$4,445	DFF3D	\$ 2,095	\$ 1,695
DRS12AX * ± ^	\$5,200	\$4,195	DFF3	\$ 2,495	\$ 1,995
DRS25A * ▲	\$7,200	\$5,795			
DRS25AX * π ^	\$6,400	\$5,195	GPS & Navigation		
* Array Not Included ▲ PSU013 Included			GP39	\$ 495	\$ 395
^ NXT & X-Class Radars compatible w/TZtouch & TZtouch2 only			GP33	\$ 695	\$ 595
* Add 1 Of The Following Required Antennas:			GP1871F	\$ 1,095	\$ 875
XN10A/3.5 (NXT & X-Class)	\$930	\$745	GP1971F	\$ 1,595	\$ 1,275
XN12A/4	\$1,275	\$995	GP170	\$ 2,695	\$ 2,095
XN13A/6	\$1,775	\$1,395	GP170D	\$ 3,295	\$ 2,595
Standalone Radars					
1623	\$1,595	\$1,295	FM4800	\$ 845	\$ 695
1815	\$2,495	\$1,995	FM4850	\$ 995	\$ 795
			LH5000	\$ 1,095	\$ 895
1835	\$5,095	\$4,095	RD33	\$ 695	\$ 545
1935	\$7,095	\$5,695	NX300	\$ 895	\$ 695
1945	\$8,095	\$6,495	FA170	\$ 3,995	\$ 3,195
			SC33	\$ 2,595	\$ 2,095
FR8065	\$9,720	\$7,695	SC70	\$ 5,295	\$ 4,295
FR8125	\$10,720	\$8,695	SC130	\$ 11,095	\$ 9,395
FR8255	\$12,120	\$9,695			
Add 1 Of The Following Required Antennas:			Autopilots		
XN12A/4	\$1,275	\$995	NavPilot 300	\$ 1,600	\$ 1,275
XN13A/6	\$1,775	\$1,395	NavPilot 300/PG	\$ 2,195	\$ 1,775
			NavPilot 700	\$ 3,395	\$ 2,695
FAR15X3 BB Radars			NavPilot 700/OB	\$ 3,070	\$ 2,445
FAR1513	\$8,020	\$6,495	NavPilot 711C	\$ 2,995	\$ 2,395
FAR1523	\$9,420	\$7,495	NavPilot 711C/OB	\$ 2,670	\$ 2,145
Add 1 Of The Following Required Antennas:			* Pumpset not included		
XN12A/4	\$ 1,275	\$ 995			
XN13A/6	\$ 1,775	\$ 1,395	Marine Monitors		
Remote Radar Displays			MU150HD	\$ 6,295	\$ 4,995
FMD1835	\$ 3,975	\$ 3,195	MU190HD	\$ 7,295	\$ 5,795
FMD8065	\$ 6,750	\$ 5,395	MU175T Multi Touch	\$ 8,095	\$ 6,495
			MU195T Multi Touch	\$ 8,795	\$ 6,995
Instruments			MU245T Multi Touch	\$ 9,195	\$ 7,395
FI70 Digital Data	\$ 595	\$ 495			
FI70BW Basic Wind	\$ 1,495	\$ 1,195			
FI70DSW Dpth/Sp/Wnd	\$ 2,395	\$ 1,895			

All Prices Are Listed In US Dollars & Are Subject To Change Without Prior Notice