

NavAtlas™

Authorized Distributor Dealer Agreement

Overview:

The purpose of this Agreement is to allow your company to become an Authorized Dealer of the exclusive NavAtlas-branded products which are sold by Namsung America, Inc., either directly or via the designated territorial Authorized Distributor. Only Authorized NavAtlas Dealers can purchase NavAtlas products and receive the benefits of the NavAtlas marketing and promotional support.

As of _____ (Date), NavAtlas products will be offered
_____ (Distributor name) to be sold to
_____ (Dealer name) located at
_____ (Address)

Pricing:

All NavAtlas product pricing will be established at the sole discretion of your Authorized NavAtlas Distributor. Dealer acknowledges that they have received from the Distributor a copy of the 'NavAtlas Brands - MAP & Shipping Policy'.

Product Returns:

All defective products are subject to Namsung America, Inc.'s return authorization guidelines and MUST be returned directly to your Distributor. New product returns will not be accepted by Namsung America, Inc. All products found with no defects that were returned to Namsung America, Inc. without prior approval from Namsung America, Inc. may be returned to the Distributor. All NavAtlas products have Limited Manufacturer's Warranty. A receipt must accompany the defective product in order to be entitled to the warranty. Any products returned missing original parts and/or packaging may result in the refusal of the return and/or additional charges.

Shipping Policy:

NavAtlas prohibits any Dealer from selling or transferring any NavAtlas products to any unauthorized person, retailer or company whose purpose is to resell these products. NavAtlas prohibits any Distributor from selling or transferring any NavAtlas products to any person, retailer or company who is not an approved dealer or customer of NavAtlas verified by a representative of NavAtlas. If any products are identified by NavAtlas for sale or distribution by an unauthorized source, this is presumptive evidence of a violation of this policy and Dealer/Distributor may be terminated as an account of NavAtlas.

Internet Sales:

As an Authorized NavAtlas Dealer, you are permitted to sell NavAtlas products on the Internet via your Dealer-branded website only. All online sales are subject to the same Dealer terms and conditions as in-store sales, including the MAP policy.

MAP Policy:

"MAP" pricing for the designated products can be found on the NavAtlas price sheet. All advertised prices must be at or above "MAP" if a "MAP" price has been established by NavAtlas. "Advertising" or "advertise" as used in this Policy refers to print and electronic media, such as newspapers, magazines, direct mail, auction sites, catalogs and flyers, radio, television, Internet or any similar mass media.

- This Policy applies to all website based communications on Dealer/Distributor's own website, as well as third party websites such as buy.com, amazon.com, eBay, and pricegrabber.com. This Policy applies to advertising such as "10% off all products in our catalog or flyer", "call for price", "buy one get one free", "quantity discounts", "make offer", "click through pricing", "add to cart for best price" or any other attempts to evade this Policy.
- This Policy applies to any reference to discounts, Dealer/Distributor initiated rebates, gift certificates or free product (other than installation accessories with a minimal value) that, when deducted from the advertised price, reduces the net price of the advertised product below the NavAtlas "MAP" price. Installation labor or services and factory authorized promotions are exempt from this Policy.

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Violations of this Policy shall result in the following:

First Violation-Dealer/Distributor will receive a verbal warning from NavAtlas stating that the violation should be immediately corrected.

Second Violation- Dealer/Distributor will receive a written warning from NavAtlas stating that the violation should be immediately corrected.

Third Violation- NavAtlas will review the Dealer/Distributor efforts to correct the violation and take action to prevent further violations of the policy which may include suspension of program discounts, product delivery and/or active account status.

From time to time, NavAtlas may schedule a "MAP" holiday for a specific period of time when a product or series of products can be advertised at any price. At the end of the "MAP" holiday the pricing will automatically and immediately revert to the prior "MAP" pricing unless notified otherwise.

This Policy does not apply to in-store signage or verbal communication, nor does it apply to in-store selling prices. Dealers/Distributors are free to unilaterally establish their own resale price for the products. The Policy relates only to the prices at which a Dealer/Distributor may advertise products in print or electronic media.

NavAtlas does not require any Dealer/Distributor to agree to this Policy, either in full or in part and will not ask for, nor will it adopt any assurance of compliance or agreement from a Dealer/Distributor regarding this Policy – compliance is an individual decision of each Dealer/Distributor.

This Policy reflects NavAtlas' unilateral corporate decision. No employee or sales representative of NavAtlas has any authority to modify this Policy and any action of any person which purports to modify this Policy or solicit or obtain agreement to the terms of the Policy is unauthorized and invalid. Dealer/Distributor should promptly report any instance in which a NavAtlas employee or representative threatens repercussions if a Dealer/Distributor advertises or sells below "MAP", except as provided herein, or seeks an agreement as to the advertised or selling prices of any product.

NavAtlas reserves the right to modify or cancel this policy at any time, without prior notice.

Any questions regarding the NavAtlas "MAP" Policy can be directed to the NavAtlas Sales Administration Manager at 407-936-0129, Ext 113.

MAP Policy Acknowledgement

Dealer Name: _____

Print Dealer owner name: _____

Dealer owner signature: _____

Distributor Rep Name: _____

NavAtlas Sales Manager Authorization: _____

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