



AUTHORIZED RESELLER AND CUSTOMER POLICIES

[CLICK HERE TO COMPLETE AUTHORIZED RESELLER DOCUMENT ONLINE](#)

*ALL SALES ARE SUBJECT TO CMOR MAPPING'S TERMS AND CONDITIONS OF SALE.
CMOR MAPPING RESERVES THE RIGHT TO AMEND POLICIES UNPUBLISHED IN THIS DOCUMENT WITHOUT NOTICE.
PRICES AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.*



MRP / MAP POLICY CMOR MAPPING

MINIMUM RETAIL PRICE (MRP) POLICY AND MINIMUM ADVERTISED PRICE (MAP) POLICY EFFECTIVE MAY 2020

CMOR Mapping, LLC. (“CMOR Mapping”) implemented an Authorized Reseller Minimum Advertised Price (MAP) alternatively noted as (the “Previous Policy”). To expand the Previous MAP Policy, CMOR Mapping has adopted two policies that are effective as of May 2020 (the “Replacement Effective Date”)—a Minimum Retail Price (MRP) Policy (the “MRP Policy”) and a Minimum Advertised Price (MAP) Policy (the “MAP Policy”) (the MRP Policy and the MAP Policy may sometimes be referred to collectively as the or these “Pricing Policies”). The policies contained within as well as the Previous Policy remain in full force and effect, and violations under the Previous Policy will be addressed according to its terms.

Introduction

(a) Application

The Pricing Policies are described in this document and are applicable to each reseller or the part of each reseller that: (i) purchases any or all CMOR Mapping products from one or more wholesale/ distributors authorized by CMOR Mapping to sell to such reseller (collectively, the “Distributors”), (ii) promotes and sells or either thereof any or all CMOR Mapping products to end users (either directly or using another party on behalf of such reseller to do such things as advertise or fulfill) and (iii) is located in either the United States of America (“USA”) or any other location (individually, an “Authorized Reseller” or “Reseller” and collectively, “Authorized Resellers” or “Resellers”). The time period during which these Pricing Policies are in effect (the “Policy Period”) begins on the the Effective Date and ends on the termination date described in a future notice from CMOR Mapping.

(b) Intent

CMOR Mapping’s game-changing, high-resolution bathymetric imagery for chart plotters, brings the ocean floor into an entirely new level of focus for anglers and divers. Our customers include some of world’s top anglers, fishing teams, search and rescue teams, researchers, and local enthusiasts alike. It is our priority to embrace an uniformed experience through world class products that our partners, consumers, and communities can create together.

In an effort to help protect the reputation of CMOR Mapping, insure the long-term viability of its products and protect the investment of those Resellers that provide valuable services to end users, CMOR Mapping has adopted these Pricing Policies. As a result, each product sold by CMOR Mapping will be subject to: (a) the MRP Policy, (b) the MAP Policy.

Policy Statement

CMOR Mapping, in its sole discretion, reserves the right to discontinue doing business with any reseller that violates pricing policies.

General Guidelines

1. The products covered by this policy are listed in CMOR Mapping MAP Product and Pricing Document. CMOR Mapping may in its sole discretion modify this list from time to time.
2. This policy applies to retail and advertised prices on CMOR Mapping Products.
3. All products listed on the CMOR Mapping Product and Pricing Document must meet retail pricing requirements— including third parties who have purchased at a wholesale pricing.

The MRP Policy

(a) Products Covered by the MRP Policy

The MRP Policy covers each of the CMOR Mapping products for which a minimum retail price (“Minimum Retail Price” or “MRP” and referring to either the singular or the plural or both, “MRP(s)”) is provided by notice from CMOR Mapping and Distributing Parties to a Reseller (individually, a “MRP Product” and collectively, the “MRP Products”). For purposes of these Pricing Policies, notice may include without limitation the price list(s) or product list(s) provided or made available electronically or otherwise.

(b) Violations of the MRP Policy

Although each Reseller remains free to establish its own resale prices, such Reseller violates the MRP Policy by: (a), directly or through another party on behalf or for the benefit of such Reseller, (i) offering, whether by advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used, (ii) selling (whether face-to-face, on-premise, online, through a catalog or otherwise) or (iii) otherwise providing less than the corresponding MRP(s) established by CMOR Mapping from time to time and communicated to such Reseller or (b), as provided in these Pricing Policies, being deemed to have violated either or both of them.

The MAP Policy

(a) Products Covered by the MAP Policy

The MAP Policy covers each of the CMOR Mapping products for which a minimum advertised price (“Minimum Advertised Price” or “MAP” and referring to either the singular or the plural or both, “MAP(s)”) is provided by notice from CMOR Mapping to a Reseller (individually, a “MAP Product” and collectively, the “MAP Products”).

(b) Offering Prices Only

The MAP Policy applies: to the price(s) at which any or all of the MAP Products is or are offered, and to all forms of advertising and promotion (regardless of the medium used) done by or on behalf of a Reseller containing Price Information, including, but not limited to, conventional advertising (e.g., newspapers, magazines, direct mail, catalogs, radio and television) and Electronic Content. **When applied to websites, the MAP Policy considers all prices (including but not limited to: in-cart,**

bundle, multiple product prices, sale offers, or other containers) to be offers that are subject to the MAP Policy.

(c) Certain Definitions

For purposes of these Pricing Policies: (i) "Price Information" means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value) and anything which CMOR Mapping considers to be the substantive equivalent and (ii) "Electronic Content" means information which (A) can be accessed directly through any hypertext link, by any other method which uses hypertext transfer protocol (http) or anything which CMOR Mapping considers to be the substantive equivalent or (B), to the extent not covered by the preceding description, is provided by or on (1) one or more mobile apps or mobile sites for devices (such as tablets and smartphones), (2) social media (e.g., Twitter feeds and Facebook), (3) Internet shopping sites, marketplaces and comparison search engines (CSEs) to which a Reseller supplies pricing information (e.g., Google Shopping, eBay, Amazon and other unnamed sources and entities), (4) electronic solicitations or other communications (e.g., texting, e-mail and online or other electronic chats) and (5) all electronic media advertisements (e.g., e-mail newsletters and pop-ups and banners).

(d) Violations of the MAP Policy

Although each Reseller remains free to establish its own resale prices, such Reseller violates the MAP Policy by: (i), directly or through another party on behalf or for the benefit of such Reseller, offering (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used), one or more of the MAP Products during the Policy Period at a net adjusted price less than the corresponding MAP(s) established by CMOR Mapping or (ii), as provided in these Pricing Policies, being deemed to have violated either or both of them.

Net Adjusted Price

For purposes of these Pricing Policies, "net adjusted price" means, after applying all discounts and similar price reductions, excluding certain taxes and shipment charges and giving effect to the value of free or reduced-price bundles, (a), in the case of a MRP Product, the price at which such product is offered by or for the benefit of a Reseller to a customer (potential or actual) or that actually paid to or for the benefit of a Reseller for such product by such customer and (b), in the case of a MAP Product, the price at which such product is offered by or for the benefit of a Reseller to a customer (potential or actual). Specifically, net adjusted price will be calculated by:

- with respect to the MRP Policy and the MAP Policy, taking into account all discounts, deductions, rebates and allowances offered or otherwise made available to such customer or, with respect to the MRP Policy only, provided (regardless of source, whether given or taken at the time of sale or otherwise and considered by CMOR Mapping to be part of such offer or sale), except that an offer or sale using or applying a rebate, coupon or the equivalent (as determined by CMOR Mapping) will not be considered part of net adjusted price if such rebate, coupon or the equivalent is provided by CMOR Mapping or its designee(s) (i) directly to such customer or (ii) to such Reseller for provision to and use by such customer;
- excluding, with respect to the MRP Policy and the MAP Policy, if to be paid or, with respect to the MRP Policy only, paid by such customer, all applicable taxes and all shipping, delivery and insurance charges (However, if such Reseller offers to pay or pays any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered or paid by

such Reseller will be considered a discount, except as otherwise provided in these Pricing Policies.);

- subtracting, in the case of free goods, services and similar benefits for such customer with respect to the MRP Policy and the MAP Policy made available or, with respect to the MRP Policy only, provided by such Reseller, the fair market value (as determined by CMOR Mapping) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by CMOR Mapping to be part of such offer or sale); and
- subtracting, in the case of reduced-price goods and services and similar benefits for such customer with respect to the MRP Policy and the MAP Policy made available or, with respect to the MRP Policy only, provided by such Reseller, the difference between: (i) the fair market value (as determined by CMOR Mapping) of all such goods, services and benefits (regardless of source, whether given or **taken** at the time of sale or otherwise and considered by CMOR Mapping to be part of such offer or sale) and (ii) the amount to be paid or, in the case of the MRP Policy only, paid for such goods, services and benefits.

Examples that will be closely examined include, without limitation, the offering or provision of rebate checks, product bundles, and free or discounted items. From time to time, CMOR Mapping may communicate to a Reseller in writing or electronically what it considers to be the fair market value for particular goods or services.

Wholesale and Distribution Guidelines

- The products covered by this policy are listed in CMOR Mapping Product and Pricing Document. CMOR Mapping may in its sole discretion modify this list from time to time.
- Wholesale and Distribution partners are required to share and verify acknowledgment of the CMOR Mapping MAP / MRP Product and Pricing document and retail policies with all partners advertising and selling CMOR Mapping products.
- Parties purchasing from Wholesale and Distribution Partners are required to provide reseller certificate when product(s) are purchased at wholesale pricing & provided to CMOR Mapping upon request.
- Wholesale and Distribution Partners are responsible for third party partners adhering to MAP / MRP pricing requirements.
- Wholesale and Distribution Partners are responsible for providing contact information for any affiliated partner listing CMOR Mapping products, as well as information and statistics for all parties who have purchased CMOR Mapping Products via direct or third party networks when requested by the CMOR Team.
- All parties who purchase CMOR Mapping Products at wholesale and dealer pricing are required to provide the CMOR Mapping Pricing Policy to any affiliated party who has the intention to, or has completed any listings of CMOR Mapping Products for sale to any other parties.
- Wholesale and distribution pricing cannot be advertised to the general public, and is strictly reserved for marine electronic sales and installer networks — including but not limited to website, digital media, print media, retail outlet, or auction without secure access and verified reseller certificate and acknowledgement of reseller requirements.
- Furuno, MapMedia, and all associated parties including but not limited to their partners and distribution network are required to adhere to the CMOR Mapping MRP-MAP Policy, as enforced by The CMOR Mapping Compliance Team.

Policy Enforcement

Consequences of Violating These Pricing Policies CMOR Mapping, without assuming any liability, will take one or more of the following actions immediately following verification by CMOR Mapping to its satisfaction that a Reseller has violated either the MRP Policy or the MAP Policy or both of these Pricing Policies:

(a) MAP/MRP Policy Violations: Actions Taken

For the first violation of the MAP/MRP Policy during the Policy Period: Effective as of the date specified in notice from CMOR Mapping to such Reseller and continuing for the next thirty (30) days, the authorization of such Reseller to purchase any and all CMOR Mapping MAP/MRP products (as determined by CMOR Mapping) will be immediately revoked by CMOR Mapping, so that all pending orders (even if accepted) from such Reseller will be cancelled and no new orders will be accepted from such Reseller for each such product.

For the second violation of the MAP/MRP Policy during the Policy Period: In the event that (a) the offending reference(s), text or conduct that caused the first violation of the MAP/MRP Policy is or are not removed or stopped (if CMOR Mapping determines that it or they can be) after such Reseller receives notice of such first violation from CMOR Mapping (i), in the case of a violation involving Electronic Content, no later than seven (7) days later, and (ii), in all other cases, no later than the conclusion of the time period otherwise specified by CMOR Mapping (the "Allotted Period") or (b) such Reseller otherwise violates the MAP/MRP Policy a second time, effective as of the date specified in notice from CMOR Mapping to such Reseller and continuing for the next sixty (60) days, the authorization of such Reseller to purchase any and all CMOR Mapping MAP/MRP products (as determined by CMOR Mapping) will be immediately revoked by CMOR Mapping, so that all pending orders (even if accepted) from such Reseller will be cancelled and no new orders will be accepted from such Reseller for each such SKU. If the thirty (30) day period for the first violation of the MAP/MRP Policy has not run and the second violation of the MAP/MRP Policy occurs, the sixty (60) day period will begin after the thirty (30) day period concludes.

For the third violation of the MAP/MRP Policy during the Policy Period: In the event that (a) the offending reference(s), text or conduct that caused the second violation of the MAP/MRP Policy is or are not removed or stopped (if CMOR Mapping determines that it or they can be) during the Allotted Period or (b) such Reseller otherwise violates the MAP/MRP Policy a third time, effective as of the date specified in notice from CMOR Mapping to such Reseller and continuing until CMOR Mapping provides notice to such Reseller otherwise, if ever, the authorization of such Reseller to purchase **any or all** of the CMOR Mapping products identified by CMOR Mapping will be immediately revoked by CMOR Mapping, so that all pending orders (even if accepted) from such Reseller will be cancelled and no new orders will be accepted from such. Furthermore, each listing violating the pricing policy associated with such reseller can be subject to a \$200 fine.

(b) Cumulative Effect

Each violation of the MRP Policy or the MAP Policy (i) is cumulative through the Policy Period and (ii), at the sole discretion of CMOR Mapping, may be aggregated with one or more other violation(s) of these Pricing Policies (regardless of type), so a violation of one of these Pricing Policies may be treated as or also as a violation of the other. As determined by CMOR Mapping, the consequences of each violation may take effect regardless whether the consequences for the previous one(s) are still running. The same act(s) or failure(s) to act may result in multiple violations.

(c) Authorized Reseller List

In the case of a Reseller that purchases or also purchases through one or more wholesale/distributors authorized by CMOR Mapping (collectively, the “Distributors”), these Pricing Policies will be enforced through Distributors liability. For purposes of these Pricing Policies, “Authorized Reseller List” means notice from CMOR Mapping which describes each Reseller that is authorized (and the extent of such authorization) by CMOR Mapping to offer and sell any or all CMOR Mapping products (each such Reseller is an “Authorized Reseller”), with the result that (i) each individual or entity not on such list cannot be sold or supplied any or all of such products (or have such products drop shipped on behalf of each such individual or entity) and (ii) certain individuals and entities on such list may not be sold or supplied particular products or product families (or have such products drop shipped on behalf of each such individual or entity) for the periods shown on such list. Being removed from such list or being so restricted on such list will lead to the cancellation of all pending orders (even if accepted) from such individual or entity for each of the affected products and the refusal to accept from such individual or entity any new orders for such product(s) or to otherwise supply such product(s) to such individual or entity.

Additional Restrictions

A Reseller (directly or through another party on behalf or for the benefit of such Reseller) using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by CMOR Mapping) in connection (directly or indirectly) with the offering or sale of any or all of the MRP Products or the offering of any or all of the MAP Products (or, if so noted below, any or all CMOR Mapping products, regardless whether it or they are one or more of the MRP Products or the MAP Products) will be deemed to be a violation of either or both of the MRP Policy or the MAP Policy:

using the terms “lowest price,” the “lowest prices” or “prices too low to show,” any form of low-price guarantee or the substantive equivalent (as determined by CMOR Mapping) of any or all of these terms or concepts; offering to match a lower price offered by another seller; in connection with the advertising or promotion of any or all of the MAP Products, a strike-through of any MAP(s) regardless whether one or more other prices are shown; the failure to show a price for each of the MRP Products and the MAP Products depicted, described or to which a reference is otherwise made; offering a discount, coupon or rebate applicable to any or all of the MRP Products and the MAP Products in return for a social media “Like”; other than as expressly authorized by notice to such Reseller from CMOR Mapping knowingly or negligently directly or indirectly with respect to any or all CMOR Mapping products (a) advertising, promoting or selling in either or both of the following ways: (i) outside the USA and (ii) online in any fashion (unless and only to the extent each website used for such purpose by such Reseller is expressly approved therefor by CMOR Mapping and which approval has not been rescinded by CMOR Mapping in whole or part) and (b) selling, supplying or drop shipping in any or all of the following ways to or on behalf of: (i) anyone for resale other than any or all of (A) the Authorized Resellers shown on the then-current Authorized Reseller List provided by notice from CMOR Mapping to such Reseller and (B) CMOR Mapping (except that such Reseller may drop ship to one or more end users (but not resellers) on behalf of any or all the Authorized Resellers, so long as such Reseller has not received notice from CMOR Mapping to the contrary which rescinds the approval of CMOR Mapping therefor) and (ii) each individual and entity (A) that is designated by notice to such Reseller from CMOR Mapping as one of the Special Accounts, (B), except for end user purchasers, not or no longer shown on the then-current Authorized Reseller List or (C) in a manner inconsistent with the restrictions for each such individual and entity, if any, contained in such list, including without limitation selling, supplying or drop shipping any or all products, particular products or product families for the periods, if any, shown on such list; with respect to (a) each of the Special Accounts, (b) each individual and entity (except for end user purchasers) not or no longer shown on the then-current Authorized Reseller List and (c) each individual and entity restricted on such list to the extent of such restriction, doing any or all of the following in its or their entirety or in a

manner inconsistent with such restriction regarding any or all of the CMOR Mapping products affected: (i) failing to cancel all pending orders (even if accepted), (ii) accepting any new order(s) and (iii) otherwise supplying or, on behalf thereof, drop shipping; an invitation to click, visit a location (such as a website, store or showroom) or otherwise communicate to obtain a price, except, with respect to any or all of the MAP Products only, indicating the ability of customers to make specific inquiries by telephone or e-mail to obtain a price is permissible; the promotion to group purchasers, except at price(s) no less than each applicable MRP and MAP; advertising or promoting a trade-in offer for any or all CMOR Mapping products and other products in connection with or applicable to any or all of the MRP Products and the MAP Products, regardless whether a specific trade-in price or value is advertised or promoted; including a trade-in discount or allowance as part of the sale of any or all of the MRP Products (regardless of source, whether given or taken at the time of sale or otherwise and considered by CMOR Mapping to be part of such sale); except as otherwise directed by these Pricing Policies, (a) on any and all proposals and quotations provided to or prepared for the benefit of any or all of such Reseller's potential and actual customers in connection with the offer of any or all of the MRP Products and the MAP Products and (b) on any and all invoices and receipts provided to or prepared for the benefit of any or all of such Reseller's customers in connection with the sale of any or all of the MRP Products (individually and collectively, "Customer Communications"), the failure of such Reseller to itemize the price charged for each of the products and services shown or referred to in such Customer Communications, regardless whether such Customer Communications contain(s) any reference to any or all of the MRP Products and the MAP Products; and one or more tactics which CMOR Mapping determines is or are intended to circumvent application of these Pricing Policies.

Policies Continued:

While CMOR Mapping will communicate each MRP and MAP and such change through notice, such Reseller is responsible for making sure that it is aware of the MRP(s), the MAP(s), the MRP Products and the MAP Products that are appropriate in each circumstance.

- If a dealer with multiple store locations violates this pricing policy at any one store location, or on any associated website, then CMOR Mapping will consider this to be a violation by the dealer.
- CMOR Mapping reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if CMOR Mapping reasonably believes:
 - a dealer has violated the provisions of this policy; or
 - a dealer intends to violate this policy.
- CMOR Mapping's pricing policy Administrator is solely responsible for determining whether a violation of the pricing policy has occurred, as well as determining appropriate sanctions.
- Waivers to this pricing policy may be granted in CMOR Mapping's sole discretion by the pricing policy Administrator. CMOR Mapping Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the pricing policy. In the event that the pricing policy Administrator authorizes a waiver to the pricing policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the pricing policy.
- CMOR Mapping reviews the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any CMOR Mapping investigations regarding possible pricing policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a CMOR Mapping pricing policy investigation is a violation of this pricing policy.
- The pricing policy will be enforced by CMOR Mapping in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the pricing policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

Additional Terms and Conditions

Effective as of the Replacement Effective Date (05/15/2020), these Pricing Policies supersede and cancel each other policy from CMOR Mapping, if any, regarding minimum advertised prices and resale prices or either thereof for any or all of the MRP Products and the MAP Products applicable to a Reseller, including without limitation the Previous Policy. For any reason(s) deemed appropriate by CMOR Mapping (including without limitation based the request of a Reseller for CMOR Mapping to consider such things as, but not necessarily restricted to, limited-time promotional offers for an event in which such Reseller is participating or otherwise), but, in no case other than as the unilateral decision of CMOR Mapping, these Pricing Policies may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from CMOR Mapping at any time (including without limitation during any CMOR Mapping-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by CMOR Mapping. If CMOR Mapping negotiates a price with a customer that is less than the MRP(s) and MAP(s) applicable at such time and offers a Reseller the opportunity to fulfill one or more orders at such price, acceptance by such Reseller of such opportunity will not constitute a violation of these Pricing Policies.

CMOR Mapping will not discuss any conditions of acceptance related to these Pricing Policies. In addition, CMOR Mapping neither solicits, nor will it accept, any assurance of compliance with these Pricing Policies. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Reseller and CMOR Mapping or such Reseller and the distributor(s) from which such Reseller obtains any or all CMOR Mapping products, nothing therein shall constitute an agreement by such Reseller to comply with these Pricing Policies, as, among other things, these Pricing Policies are not and should not be construed to be included in the CMOR Mapping Policies (as such term is or may be used in any or all of such agreements) where compliance is mandatory.

Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding these Pricing Policies or information regarding potential violations of these Pricing Policies (which must be in writing) are to be addressed to the persons at CMOR Mapping responsible for these Pricing Policies (“Compliance”):

CMOR Mapping
Attn: Compliance

34 N 14TH ST
FERNANDINA BEACH, FL 32034

Only the Policy Committee or the Policy Committee’s designated representative(s) is or are authorized by CMOR Mapping to answer questions regarding these Pricing Policies, to comment on these Pricing Policies or to accept information regarding potential violations.

[CLICK HERE TO EMAIL COMPLETED FORM](#)



CAMOR MAPPING

ADVANCED MARINE TECHNOLOGY

Authorized Reseller Agreement

Company Name *

CLICK HERE TO COMPLETE
FORM ONLINE

DBA Name

Website URL *

Company Logo

 Drag & Drop (or) [Choose File](#)

Check if you would like to become Certified Dealer

Do you have multiple retail locations?

No
Yes

Company Contact Information

Primary Contact *

First

Last

Title *

Phone *

Email *

Shipping Address *

Street Address

Address Line 2

City

State/Region/Province

Postal / Zip Code

Country

Billing Address (if different than shipping)

Street Address

Address Line 2

City

State/Region/Province

Postal / Zip Code

Country

Top two distribution partners

Distribution Partner *

Distribution Partner *