

# ACR AUTHORIZED RESELLER POLICY

ACR Electronics, Inc. (ACR) Authorized Resellers are authorized to purchase ACR products from an ACR Authorized Distributor. In order to ensure that our products are properly promoted and supported, ACR has developed this Authorized Reseller Policy. This ACR Authorized Reseller Policy ("Policy") governs the manner in which the Authorized Reseller program will be managed by us, and does not create or imply any contractual relationship between you and us. ACR reserves the right to modify this policy from time to time without notice. Your acceptance into this program is at the sole discretion of ACR. ACR 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 ACR Minimum Retail Price (MRP) product over the Internet or any interactive electronic network without prior written approval from ACR. ACR reserves the right and has sole discretion to approve or disapprove of the sale or offering for sale by Authorized Reseller of ACR products over the Internet or any interactive electronic network. ACR will not allow use of 3rd Party Platforms on the Authorized Reseller Program. This will include sites such as Amazon, Buy, Rakuten, eBay, Wal-mart.com etc.

Authorized Reseller must not sell or offer for sale any current ACR product (excluding newly overhauled or used products) via any Internet auction website. Current ACR products are defined as those which appear in the most recent MRP Policy. Any newly overhauled or used products sold via an Internet auction site must be identified as such in the auction item description. Check with your Distributor for a current MRP Listing.

## **Returns**

### **Resellers (Purchased through your Distributor)**

Please contact your Distributor where you purchased the device. ACR 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 Technical Support:
  - Phone: 800-432-0227
  - E-mail: [info@acrartex.com](mailto:info@acrartex.com)
- Please provide the serial number and a brief description of the device issue to obtain an RMA.

## **Service**

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

## **Payment**

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

## **Unauthorized Resellers**

ACR shall not be held liable for pricing that is below the MRP by Unauthorized Resellers.

# Unilateral Minimum Retail Price (MRP) Policy

In an effort to protect the long-term interest of not only ACR, 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 ACR'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, ACR 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 ACR Dealer Price Catalog ("MRP Product") from any dealer or distributor for a period of six (6) months, immediately following ACR's 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, has advertised, offered, or sold such MRP Product at a net retail sales price less than the MRP established and announced by ACR. At ACR's election, a second occurrence will result in the indefinite discontinuation of any further sales of such MRP Product to the dealer or distributor. Distributors are required to provide all of its dealers/resellers with a copy of this policy and ensure their compliance. The authorized Distributor shall be held responsible and accountable for MRP compliance of its dealers/resellers.

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.

From time to time ACR may offer a direct manufacturer's rebate to customers or Gift with Purchase promotions. In such events, it shall not be a violation of this MRP to advertise the availability of the manufacturer's rebate, provided that:

- the advertisement includes a MRP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- an asterisk is placed next to the net price after manufacturer's rebate; and
- "\*\*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

*ACR 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, ACR neither solicits, nor will it accept, any assurance of compliance with this policy. Nothing in the policy shall constitute an agreement between ACR 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.*

*ACR will not discuss the MRP Policy with any dealer or distributor. Accordingly, all ACR personnel and sales representatives have been specifically instructed not to discuss the policy beyond the content of this statement with anyone outside of ACR. Please do not attempt to discuss the policy with ACR personnel or sales representatives or communicate complaints or advice to ACR personnel or sales representatives. ACR will unilaterally determine whether MRP Products are being advertised, offered or sold at prices other than in compliance with the ACR Minimum Retail Price Policy. ACR sales personnel are not authorized to modify or grant exceptions to this policy.*

*This Minimum Retail Price (MRP) Policy is applicable only in the US.*

This MRP Policy applies only to MRP Products only. Products included in this MRP include the following goods prior to any Manufacturer Authorized Consumer Rebate:

Part Number	Description	MRP
2830	ACR GlobalFix V4 CAT I 406 GPS EPIRB	\$549.95 USD
2831	ACR GlobalFix V4 CAT II 406 GPS EPIRB	\$449.95 USD
2842	ACR GlobalFix Pro CAT I 406 GPS EPIRB	\$599.95 USD
2844	ACR GlobalFix Pro CAT II 406 GPS EPIRB	\$499.95 USD
2846	ACR GlobalFix iPro CAT I 406 GPS EPIRB	\$759.00 USD
2848	ACR GlobalFix iPro CAT I 406 GPS EPIRB	\$659.00 USD
2886	ACR AIS-Link MOB Personal Man Overboard Beacon	\$269.95 USD
1951	RCL-100 LED Searchlight	\$1,399.00 USD