



Shine Micro Dealer Program

Shine Micro, Inc., is a designer and manufacturer of AIS Technology including AIS receivers, Class B Transponders, AIS for Avionics, and AIS-based VHF asset tracking devices. Dealers are carefully selected and required to conform to quality standards designed to maintain the integrity of the distribution channel. To preserve the principles of this program, maximize the value of each sale to the customer and each dealership, and ultimately build the Shine Micro brand, the program must be universally applied. Every dealer provides an essential link to the customer base and bears a responsibility to further the education of the general boating community on the safety benefits of AIS. Consistency within the Dealer Program and Shine Micro's own advertising/promotion programs shall be paramount, as it reinforces the Dealer's own sales initiatives and enhances the quality of the product.

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Overview of Dealer Program

The Dealer Program for Shine Micro AIS products has been developed to aid in the sale and support of product. Selection as a Shine Micro dealer represents a commitment to promote Shine Micro product in return for market protection by Shine Micro of product price and quality. Shine Micro does not offer exclusive territories or markets to any of its Dealers.

The Shine Micro MAP (minimum advertised price) is an important tenet of the Dealer program and will be rigorously enforced. All Dealer price lists will include three prices, Dealer Price, MAP and MSRP. The MAP price represents the minimum price at which any dealer may advertise the product for sale. Any deliberate violation of the MAP policy is grounds for immediate release of the Dealer from Shine Micro Dealer network. It is Shine Micro's desire to promote a very high quality product with an appropriate dealer margin to properly support the product.

Key Elements of the Shine Micro Dealer Program:

- Representation - Dealers must have an established marine electronics business with stock of at least two other lines of marine electronics.
- Initial Order – and initial order of one Class B AIS transponder for in-store display is required. A Point of Purchase (POP) Graphical Display will be provided to accompany the unit.
- Annual Inventory - Product and Accessory (P&A) purchases of at least \$8,000 annually are required, which includes a minimum of 4 Class B AIS transponders.
- Facility – Dealer shall maintain both a showroom and service facility.
- Market Area – Shine Micro does not assign market territories
- Credit Terms – Shine Micro shall approve credit terms on an individual dealer basis.

Installation Support & Services

Dealers are encouraged to provide their customers with installation services. Installation guidelines are provided in product manuals, and training support will be provided by Shine Micro as needed.

Shine Micro LIVE AIS Network

The established Shine Micro LIVE (SML) AIS Network provides Shine Micro dealers with a marketing tool for AIS Technology and more. Access to the data provided by the SML is available exclusively to SML participants. Each shore based, networked AIS receiver provides data to the SML through a static IP address, and users can monitor this data via the internet. Support for participating in the SML is provided at the time of installation.



The SML gives the public a “FREE” site to view AIS traffic in coverage areas, as well as the opportunity to participate in the actual coverage through the purchase, installation and network connection of a Shine Micro AIS network receiver. Shine Micro offers multiple viewing formats including our standard nautical charts and Google Maps. Each format offers a slightly different set of characteristics. End users of AIS devices will find numerous uses for the SML to monitor maritime traffic and AtoNs.

Network Quality

The central server is hosted at a secure facility with better than 99% up time which is not representative of the over all network Quality of Service (QOS). It is not however, designed to be a high integrity AIS monitoring site because it is only as reliable as the nodes on the network which are not under Shine Micro control. The QOS of the network shall never be advertised or promoted as greater than 90% and as such shall not be used for commercial services.

Network Participation

Shine Micro Dealers are strongly encouraged to participate in the SML AIS Network; providing a valuable, locally relevant demonstration tool for marketing AIS products.

To facilitate this, Shine Micro Dealers may purchase a receiver for network installation for just \$500 for a trial period of 90 days. If after 90 days the Dealer has found the live, locally relevant data to be valuable to their sales initiatives, they may complete the purchase of the network receiver for just \$500. If not, the network receiver may be returned to Shine Micro for a refund of the \$500 deposit.

In addition to the discounted network receiver purchase, Dealers who participate on the SML and maintain a minimum of 90% connectivity will receive an additional 2% discount on the purchase of RadarPlus AIS-BX Class B AIS Transponders.

As a free community network service sponsored by Shine Micro, there is a strong desire that the network only be fed by Shine Micro receivers. Dealers are specifically prohibited from adding non-Shine Micro origin network receivers or AIS devices to the network. Numerous different makes and models of AIS transponders will appear on the display because they are received by nodes on the network, but the data coming to the Shine Micro servers must be from Shine Micro receivers only.

Data from the SML AIS network may not be sold for profit, or otherwise distributed for monetary gain to either a Shine Micro Dealer or end user/customer.



Warranty & Returns

All returns of product to Shine Micro are covered by the Returned Goods Authorization (RGA) process. Returns include warranty repairs, service repairs and credit returns.

Return Goods Authorization Policy

To obtain warranty service, call Shine Micro, Inc. at 360-437-2503 for a Returned Goods Authorization (RGA) number. The following RGA policy applies when returning units for repair or replacement:

1. Prior to requesting an RGA, please contact our technical support department at 360-437-2503. Our technicians may be able to remedy the situation without requiring the unit to be returned. If they are unable to resolve the issue, they will connect you to Customer Service to obtain an RGA number.
2. The following is mandatory to be included in return shipments of RGA product(s):
 - a. RGA number
 - b. Proof of purchase (a clear copy of the original invoice)

Notes:

- 1) *A No Failure Found fee (NFF) will be assessed if a product is returned for repair and is found to be working properly. The \$75.00 NFF fee is subject to change without notice; please contact Shine Micro for the current NFF fee.*
- 2) *All returned units found to be outside of warranty, whether due to an expiration of time period or the warranty has been voided due to abuse, misuse, or otherwise unauthorized alteration, are subject to a Diagnostic fee. The \$155.00 Diagnostic fee is subject to change without notice; please contact Shine Micro for the current Diagnostic fee.*

Please do not include accessories (i.e. cables, manuals, etc.) in your RGA shipment.

Failure to provide the above requirements and/or not specify problem(s) of the returned product(s) will result in delays to the repair/replacement of the product(s) being returned. Items returned without an RGA will be held in the receiving department until an RGA is completed.

3. All RGA shipments to Shine Micro must have the RGA # clearly marked on the label/box.
 - a. Collect shipments will not be accepted.
 - b. Shine Micro is not responsible for any loss/damage in transit.
4. If points (1) through (3) are not fulfilled, the Service Department will not be able to process the RGA in a timely manner.



5. Shine Micro, Inc. will return the repaired/replaced unit to the customer using ground service unless a different shipment method is specified.
6. Shipping charges will be paid to Shine Micro by the customer unless a shipping account number has been provided.
 - a. Payment of shipping charges is to be made by credit card unless a net 30 account has been established.
 - b. Credit card payment processing information will be collected from the customer at the time the RGA is issued.
7. All RGA product(s) will be repaired or replaced at the discretion of Shine Micro, Inc. within the terms and limits of the warranty.
8. Improper shipment packaging, physical damage or alteration of product will void all warranties.
9. Under no circumstances will Shine Micro Inc. ship a replacement unit before the RGA unit is returned to Shine Micro, Inc.
10. Always refer to your RGA number when making inquiries.

30 Day “Money-Back” Guaranty

All Shine Micro product is covered by a 30 day “money-back” guaranty to ensure that all customers are 100% satisfied with their purchase. Shine Micro product guaranties apply to all product purchased directly from Shine Micro, or any of its Authorized Dealers. Shine Micro product purchased by a customer from a dealer must be returned to that dealer for a refund within the 30-day return period. The dealer may only return the product to Shine Micro within 15 days of receipt from customer and if the Dealer has in stock sufficient product to meet the Minimum Stocking Requirements of the current Authorized Dealer Agreement. The customer is responsible for shipping charges.

Limited Warranty

Shine Micro warrants its products to be free from defects for one full year from the date of purchase. Shine Micro will, at its sole discretion, repair or replace any components that fail in normal use. Labor and material costs for such repairs or replacement will be free of charge during the term of the warranty. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized alterations or repairs.



MMSI Programming

U.S. Dealers

The Federal Communications Commission (FCC) has mandated that all Class B AIS transponders be programmed by the Vendor or Professional Installer. End Users are not allowed to program any data into their transponder. Shine Micro has implemented a system by which a customer may enter their static data into an online form to be programmed by Shine Micro prior to shipment, or to be used to create a unique Static Data Programming File which can be provided to the customer via email for programming from their PC. The Static Data Programmer Software for reading the unique the file and writing it to the AIS-BX is also provided via email. Further detail on this procedure is provided in the Operators Manual for the RadarPlus AIS-BX.

Note: The software provided by Shine Micro by does not allow a customer to directly input any static data into a transponder. The unique static data file provided via email is required for programming a unit.

Non-U.S. Dealers

Class B Transponders shipped to Non-US flagged vessels may be pre-programmed per the method described above, or may be shipped un-programmed with programming software provided which enables direct programming by the customer.

Dealer Service and Repair Rules

Shine Micro products contain no serviceable parts. Products which require service must be returned to Shine Micro. Please reference the "Warranty and Returns" section of this agreement.

Government Sales

Generally government sales are coordinated internally by Shine Micro Government Sales staff.



Dealer Profile

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Bill To Address:

Company
Address 1
Address 2
City, State Zip
Country
Phone
Website

Ship To Address:

Company
Address 1
Address 2
City State Zip
Country
Phone

Company Personnel (Fill in those that apply)

Authorized to Place Orders:
Title:
Email
Phone
Fax
Authorized to Place Orders:
Title:
Email
Phone
Fax

Business Type (Check all that apply)

Electronics Dealer

Marina

Custom Installer

Internet Retailer (Website: _____)

Government Sales

Other (list) _____



Dealer Profile

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Does your company perform installations on the vessel? Yes No

Do you offer items for sale on the GSA Schedule? Yes No

Do you offer competitors products? Yes No

If you answered yes to the question above, which competitor's products do you offer?

Will all of the products you order from Shine Micro be for resale purposes? Yes No

Do you have an internet ready PC on the sales floor that can be used for the demonstration of AIS information? Yes No

Do you exhibit at any industry trade shows during the year? Yes No

At which shows do you exhibit?
