

**United States
Securities and Exchange Commission
Washington, D.C. 20549**

FORM 10-Q

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 29, 2007

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 0-31983

GARMIN LTD.

(Exact name of Company as specified in its charter)

Cayman Islands
(State or other jurisdiction
of incorporation or organization)
**5th Floor, Harbour Place, P.O. Box 30464 SMB,
103 South Church Street
George Town, Grand Cayman KY 1-1202
Cayman Islands**
(Address of principal executive offices)

98-0229227
(I.R.S. Employer identification no.)

N/A
(Zip Code)

Company's telephone number, including area code: **(345) 946-5203**

No Changes

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the Company (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Company was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer Accelerated Filer Non-accelerated Filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

Number of shares outstanding of the Company's common shares as of November 4, 2007
Common Shares, \$.005 par value: 216,882,131

Garmin Ltd.
Form 10-Q
Quarter Ended September 29, 2007

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Garmin Ltd.
Form 10-Q
Quarter Ended September 29, 2007

Part I – Financial Information

Item 1. Condensed Consolidated Financial Statements (Unaudited)

Introductory Comments

The Condensed Consolidated Financial Statements of Garmin Ltd. ("Garmin" or the "Company") included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the United States Securities and Exchange Commission. Certain information and note disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to enable a reasonable understanding of the information presented. These Condensed Consolidated Financial Statements should be read in conjunction with the audited financial statements and the notes thereto for the year ended December 30, 2006. Additionally, the Condensed Consolidated Financial Statements should be read in conjunction with Item 2 of Management's Discussion and Analysis of Financial Condition and Results of Operations, included in this Form 10-Q.

The results of operations for the 13-week and 39-week periods ended September 29, 2007 are not necessarily indicative of the results to be expected for the full year 2007.

Garmin Ltd. And Subsidiaries
Condensed Consolidated Balance Sheets (Unaudited)
(In thousands, except share information)

	September 29, 2007	December 30, 2006
Assets		
Current assets:		
Cash and cash equivalents	\$703,749	\$337,321
Marketable securities	58,668	73,033
Accounts receivable, net	520,538	403,524
Inventories, net	493,739	271,008
Deferred income taxes	57,700	55,996
Prepaid expenses and other current assets	23,538	28,202
Total current assets	1,857,932	1,169,084
Property and equipment, net	358,578	250,988
Marketable securities	263,735	407,843
Restricted cash	1,580	1,525
Licensing agreements, net	14,398	3,307
Other intangible assets, net	149,277	64,273
Total assets	<u>\$2,645,500</u>	<u>\$1,897,020</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$236,044	\$88,375
Salaries and benefits payable	32,524	16,268
Accrued sales programs	77,177	-
Accrued warranty costs	55,225	37,639
Other accrued expenses	131,959	100,732
Income taxes payable	35,033	94,668
Total current liabilities	567,962	337,682
Long-term debt, less current portion	603	248
Deferred income taxes	1,219	1,191
Other liabilities	90,505	-
Stockholders' equity:		
Common stock, \$0.005 par value, 1,000,000,000 shares authorized:		
Issued and outstanding shares - 216,931,000 as of		
September 29, 2007 and 216,098,000 as of		
December 30, 2006	1,086	1,082
Additional paid-in capital	123,025	83,438
Retained earnings	1,863,867	1,478,654
Accumulated other comprehensive loss	(2,767)	(5,275)
Total stockholders' equity	<u>1,985,211</u>	<u>1,557,899</u>
Total liabilities and stockholders' equity	<u>\$2,645,500</u>	<u>\$1,897,020</u>

See accompanying notes.

Garmin Ltd. And Subsidiaries
Condensed Consolidated Statements of Income (Unaudited)
(In thousands, except per share information)

	<u>13-Weeks Ended</u>		<u>39-Weeks Ended</u>	
	<u>September 29, 2007</u>	<u>September 30, 2006</u>	<u>September 29, 2007</u>	<u>September 30, 2006</u>
Net sales	\$728,673	\$407,997	\$1,963,298	\$1,162,776
Cost of goods sold	<u>386,822</u>	<u>209,137</u>	<u>1,009,028</u>	<u>584,843</u>
Gross profit	341,851	198,860	954,270	577,933
Selling, general and administrative expenses	87,060	47,489	248,358	140,167
Research and development expense	<u>40,634</u>	<u>30,399</u>	<u>111,863</u>	<u>82,105</u>
	<u>127,694</u>	<u>77,888</u>	<u>360,221</u>	<u>222,272</u>
Operating income	214,157	120,972	594,049	355,661
Other income (expense):				
Interest income	11,798	9,622	31,997	25,464
Interest expense	(273)	(2)	(328)	(14)
Foreign currency	(3,626)	14,874	3,493	10,386
Other	<u>570</u>	<u>70</u>	<u>959</u>	<u>3,507</u>
	<u>8,469</u>	<u>24,564</u>	<u>36,121</u>	<u>39,343</u>
Income before income taxes	222,626	145,536	630,170	395,004
Income tax provision	<u>29,119</u>	<u>22,558</u>	<u>82,426</u>	<u>61,226</u>
Net income	<u>\$193,507</u>	<u>\$122,978</u>	<u>\$547,744</u>	<u>\$333,778</u>
Net income per share:				
Basic	\$0.89	\$0.57	\$2.53	\$1.54
Diluted	\$0.88	\$0.56	\$2.50	\$1.52
Weighted average common shares outstanding:				
Basic	216,773	216,317	216,456	216,502
Diluted	220,644	218,866	219,482	218,878

See accompanying notes.

Garmin Ltd. And Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited)
(In thousands)

	39-Weeks Ended	
	September 29, 2007	September 30, 2006
Operating Activities:		
Net income	\$547,744	\$333,778
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	22,786	15,447
Amortization	18,803	19,844
Loss (gain) on sale of property and equipment	71	(8)
Provision for doubtful accounts	3,467	796
Deferred income taxes	(1,157)	(29,867)
Foreign currency transaction gains/losses	3,232	(19,724)
Provision for obsolete and slow moving inventories	21,502	15,260
Stock compensation expense	8,830	8,378
Realized gains on marketable securities	-	(3,852)
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(90,497)	(79,648)
Inventories	(234,920)	(148,891)
Other current assets	4,510	(1,192)
Accounts payable	117,034	48,720
Other current and non-current liabilities	147,608	69,704
Income taxes	9,486	22,866
Purchase of licenses	(22,594)	(2,486)
Net cash provided by operating activities	<u>555,905</u>	<u>249,125</u>
Investing activities:		
Purchases of property and equipment	(128,893)	(45,476)
Purchase of intangible assets	(2,481)	(1,513)
Purchase of marketable securities	(983,716)	(348,621)
Redemption of marketable securities	1,141,431	197,008
Change in restricted cash	(56)	(104)
Proceeds from asset sale	4	75
Net cash paid for acquisition of businesses	<u>(84,126)</u>	<u>-</u>
Net cash used in investing activities	<u>(57,837)</u>	<u>(198,631)</u>
Financing activities:		
Proceeds from issuance of common stock	15,358	10,042
Dividends	(162,531)	-
Stock repurchase	-	(50,451)
Payments on long term debt	(218)	-
Tax benefit related to stock option exercise	15,776	7,453
Net cash used in financing activities	<u>(131,615)</u>	<u>(32,956)</u>
Effect of exchange rate changes on cash and cash equivalents	(25)	(167)
Net increase in cash and cash equivalents	<u>366,428</u>	<u>17,371</u>
Cash and cash equivalents at beginning of period	<u>337,321</u>	<u>334,352</u>
Cash and cash equivalents at end of period	<u><u>\$703,749</u></u>	<u><u>\$351,723</u></u>

See accompanying notes.

Garmin Ltd. and Subsidiaries

Notes to Condensed Consolidated Financial Statements (Unaudited)

September 29, 2007

(In thousands, except share and per share information)

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the 13-week and 39-week periods ended September 29, 2007 are not necessarily indicative of the results that may be expected for the year ending December 29, 2007.

The condensed consolidated balance sheet at December 30, 2006 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended December 30, 2006.

The Company's fiscal year is based on a 52-53 week period ending on the last Saturday of the calendar year. Therefore the financial results of certain fiscal years, and the associated 14-week quarters, will not be exactly comparable to the prior and subsequent 52-week fiscal years and the associated quarters having only 13-weeks. The quarters ended September 29, 2007 and September 30, 2006 both contain operating results for 13-weeks for both year-to-date periods.

2. Inventories

The components of inventories consist of the following:

	<u>September 29, 2007</u>	<u>December 30, 2006</u>
Raw materials	\$152,119	\$85,040
Work-in-process	66,922	42,450
Finished goods	297,777	160,748
Inventory reserves	(23,079)	(17,230)
	<hr/>	<hr/>
Inventory, net of reserves	\$493,739	\$271,008
	<hr/> <hr/>	<hr/> <hr/>

3. Share Repurchase Plan

The Board of Directors approved a share repurchase program on August 3, 2006, authorizing the Company to purchase up to 3.0 million shares of Garmin Ltd.'s common stock as market and business conditions warrant. The share repurchase authorization expires on December 31, 2007. There were no shares purchased during the 39-week period ending September 29, 2007.

4. Earnings Per Share

The following table sets forth the computation of basic and diluted net income per share (in thousands, except per share information):

	13-Weeks Ended	
	September 29, 2007	September 30, 2006
Numerator:		
Numerator for basic and diluted net income per share - net income	\$193,507	\$122,978
Denominator:		
Denominator for basic net income per share – weighted-average common shares	216,773	216,317
Effect of dilutive securities – employee stock options	3,871	2,549
Denominator for diluted net income per share – adjusted weighted-average common shares	220,644	218,866
Basic net income per share	\$0.89	\$0.57
Diluted net income per share	\$0.88	\$0.56
	39-Weeks Ended	
	September 29, 2007	September 30, 2006
Numerator:		
Numerator for basic and diluted net income per share - net income	\$547,744	\$333,778
Denominator:		
Denominator for basic net income per share – weighted-average common shares	216,456	216,502
Effect of dilutive securities – employee stock options	3,026	2,376
Denominator for diluted net income per share – adjusted weighted-average common shares	219,482	218,878
Basic net income per share	\$2.53	\$1.54
Diluted net income per share	\$2.50	\$1.52

There were 13,615 anti-dilutive options for the 13-week period ended September 29, 2007. There were 1,153,121 anti-dilutive options for the 13-week period ended September 30, 2006.

There were 605,174 anti-dilutive options for the 39-week period ended September 29, 2007. There were 503,267 anti-dilutive options for the 39-week period ended September 30, 2006.

There were 751,734 shares issued as a result of exercises of stock appreciation rights and stock options for the 39-week period ended September 29, 2007.

5. Comprehensive Income

Comprehensive income is comprised of the following (in thousands):

	13-Weeks Ended	
	September 29, 2007	September 30, 2006
Net income	\$193,507	\$122,978
Translation adjustment	9,981	(17,438)
Change in fair value of available-for-sale marketable securities, net of deferred taxes	1,781	4,770
Comprehensive income	<u>\$205,269</u>	<u>\$110,310</u>

	39-Weeks Ended	
	September 29, 2007	September 30, 2006
Net income	\$547,744	\$333,778
Translation adjustment	(555)	(15,870)
Change in fair value of available-for-sale marketable securities, net of deferred taxes	3,061	(834)
Comprehensive income	<u>\$550,250</u>	<u>\$317,074</u>

6. Segment Information

Net sales, operating income, and income before taxes for each of the Company's reportable segments are presented below:

	Reportable Segments				
	Outdoor/ Fitness	Marine	Auto/ Mobile	Aviation	Total
13-Weeks Ended September 29, 2007					
Net sales to external customers	\$87,747	\$47,659	\$518,939	\$74,328	\$728,673
Operating income	\$30,178	\$15,623	\$141,855	\$26,501	\$214,157
Income before taxes	\$30,663	\$16,075	\$148,651	\$27,237	\$222,626
13-Weeks Ended September 30, 2006					
Net sales to external customers	\$70,651	\$40,588	\$237,981	\$58,777	\$407,997
Operating income	\$28,817	\$13,659	\$59,517	\$18,979	\$120,972
Income before taxes	\$32,261	\$15,547	\$77,311	\$20,417	\$145,536
39-Weeks Ended September 29, 2007					
Net sales to external customers	\$225,437	\$170,433	\$1,343,460	\$223,968	\$1,963,298
Operating income	\$79,986	\$60,033	\$370,448	\$83,582	\$594,049
Income before taxes	\$84,257	\$63,225	\$396,905	\$85,783	\$630,170
39-Weeks Ended September 30, 2006					
Net sales to external customers	\$205,412	\$141,406	\$644,097	\$171,861	\$1,162,776
Operating income	\$85,116	\$53,718	\$155,782	\$61,045	\$355,661
Income before taxes	\$89,301	\$57,841	\$185,801	\$62,061	\$395,004

Allocation of certain research and development expenses, and selling, general, and administrative expenses are made to each segment on a percent of revenue basis.

Net Sales and long-lived assets (property and equipment) by geographic area are as follows as of and for the 39-week periods ended September 29, 2007 and September 30, 2006:

	North America	Asia	Europe	Total
September 29, 2007				
Net sales to external customers	\$1,231,341	\$100,900	\$631,057	\$1,963,298
Long-lived assets	\$169,828	\$143,895	\$44,855	\$358,578
September 30, 2006				
Net sales to external customers	\$699,987	\$63,170	\$399,619	\$1,162,776
Long-lived assets	\$142,791	\$64,152	\$2,192	\$209,135

7. Income Taxes

The Company adopted the provisions of FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* (FIN 48), on December 31, 2006, the beginning of fiscal year 2007. As a result of the implementation of FIN 48, the Company has not recognized a material increase or decrease in the liability for unrecognized tax benefits. The total amount of unrecognized tax benefits as of the date of adoption is \$70.5 million including interest of \$3.3 million. The total amount of unrecognized tax benefits as of September 29, 2007 is \$90.3 million including interest of \$4.9 million. The September 29, 2007 balance of \$90.3 million of unrecognized tax benefits, if recognized, would reduce the effective tax rate. None of the unrecognized tax benefits are due to uncertainty in the timing of deductibility.

FIN 48 requires unrecognized tax benefits to be classified as non-current liabilities, except for the portion that is expected to be paid within one year of the balance sheet date. The Company previously classified these amounts as current liabilities, however after the adoption, the entire \$90.3 million is required to be classified as non-current at September 29, 2007.

Interest expense and penalties, if any, accrued on the unrecognized tax benefits are reflected in income tax expense. \$0.5 million of interest is included in income tax expense for the quarter ending September 29, 2007. At September 29, 2007 and at December 30, 2006, the Company had accrued approximately \$4.9 million and \$3.3 million respectively for interest. The Company had no amounts accrued for penalties as the nature of the unrecognized tax benefits, if recognized, would not warrant the imposition of penalties.

The Company files income tax returns in the U.S. federal jurisdiction, and various state and foreign jurisdictions. The Company is no longer subject to US federal, state, or local tax examinations by tax authorities for years prior to 2003. The Company also considers 2003 and 2004 US federal returns to have been effectively settled due to the completion of audit examination by the Internal Revenue Service. The Company is no longer subject to Taiwan income tax examinations by tax authorities for years prior to 2001. The Company is no longer subject to United Kingdom tax examinations by tax authorities for years prior to 2005.

The Company believes that it is reasonably possible that \$5.0 million of its reserves for certain unrecognized tax benefits will decrease within the next 12 months as the result of the statute of limitations expiring related to an uncertain tax benefit associated with transfer pricing. This potential decrease in unrecognized tax benefits would impact the Company's effective tax rate within the next 12 months.

8. Warranty Reserves

The Company's products sold are generally covered by a warranty for periods ranging from one to two years. The Company's estimate of costs to service its warranty obligations are based on historical experience and expectation of future conditions and are recorded as a liability on the balance sheet. The following reconciliation provides an illustration of changes in the aggregate warranty reserve.

	13-Weeks Ended	
	September 29, 2007	September 30, 2006
Balance - beginning of the period	\$49,725	\$24,906
Accrual for products sold during the period	28,379	15,135
Expenditures	(22,879)	(11,068)
Balance - end of the period	<u>\$55,225</u>	<u>\$28,973</u>

	39-Weeks Ended	
	September 29, 2007	September 30, 2006
Balance - beginning of the period	\$37,639	\$18,817
Accrual for products sold during the period	65,979	32,731
Expenditures	(48,393)	(22,575)
Balance - end of the period	<u>\$55,225</u>	<u>\$28,973</u>

9. Commitments

Pursuant to certain supply agreements, the Company is contractually committed to make purchases of approximately \$10.3 million over the next 5 years.

10. Recent Accounting Pronouncements

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, Fair Value Measurements ("SFAS No. 157"). SFAS No. 157 establishes a framework for measuring fair value in GAAP, and expands disclosures about fair value measurements. SFAS No. 157 applies under other accounting pronouncements that require or permit fair value measurements. This statement is effective for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. The Company will be required to adopt SFAS No. 157 in the first quarter of fiscal year 2008. We do not expect the adoption of SFAS No. 157 to have a material impact on our financial reporting and disclosure.

In February 2007, the FASB issued Statement of Financial Accounting Standards ("SFAS No. 159"), "The Fair Value Option for Financial Assets and Financial Liabilities." SFAS No. 159 allows entities the option to measure eligible financial instruments at fair value as of specified dates. Such election, which may be applied on an instrument by instrument basis, is typically irrevocable once elected. SFAS No. 159 is effective for fiscal years beginning after November 15, 2007, and early application is allowed under certain circumstances. Management is currently evaluating the requirements of SFAS No. 159 and has not yet determined the impact, if any, on the Company's consolidated financial statements.

11. Acquisitions

In the first quarter of 2007, Garmin Ltd. acquired EME Tec Sat SAS (the exclusive distributor of Garmin's consumer products in France and now renamed Garmin France), Digital Cyclone, Inc. (a location based services provider), and the assets of Nautamatic Marine Systems, Inc. (a manufacturer of the TR-1 Gold and Gladiator marine autopilots). In the third quarter of 2007, Garmin Ltd. acquired GPS Gesellschaft für Professionelle Satellitennavigation mbH (Garmin's exclusive distributor of consumer products in Germany and now renamed Garmin Deutschland GmbH). These companies were acquired for \$99.2M less \$15.1M cash acquired. The preliminary purchase price allocation resulted in an increase in goodwill and intangible assets of \$87.9M. These acquisitions are not material, either individually or in aggregate, therefore supplemental pro forma information is not presented.

On July 17, 2007, Garmin Ltd. announced its intent to acquire Electronica Trepas SA, the distributor of Garmin's consumer products in Spain. This acquisition is not expected to be material.

On August 3, 2007, Garmin Ltd. announced its intent to acquire Synergy S.p.A, the distributor of Garmin's consumer products in Italy. This acquisition is not expected to be material.

12. Subsequent Events

On October 11, 2007, Garmin Ltd. announced its intent to acquire Fairpoint Navigation A/S, the distributor of Garmin's consumer products in Denmark. This acquisition is not expected to be material.

On October 31, 2007, Garmin Ltd. announced its intent to make a public offer for all of the outstanding shares of Tele Atlas N.V. on a fully diluted basis at an indicative offer price of €24.50 in cash per share, implying an equity value for Tele Atlas of €2.3 billion, or approximately \$3.3 billion. In addition to its cash and marketable securities balance in excess of \$1 billion, Garmin has secured financing commitments from two banks which are sufficient for the intended offer. As of the offer date, Garmin Ltd. owns greater than 5 percent of the outstanding shares of Tele Atlas N.V. This transaction will be material, and supplemental pro forma information will be presented as appropriate in future filings.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The discussion set forth below, as well as other portions of this Quarterly Report, contains statements concerning potential future events. Such forward-looking statements are based upon assumptions by our management, as of the date of this Quarterly Report, including assumptions about risks and uncertainties faced by the Company. Readers can identify these forward-looking statements by their use of such verbs as expects, anticipates, believes or similar verbs or conjugations of such verbs. If any of our assumptions prove incorrect or should unanticipated circumstances arise, our actual results could materially differ from those anticipated by such forward-looking statements. The differences could be caused by a number of factors or combination of factors including, but not limited to, those factors identified in the Company's Annual Report on Form 10-K for the year ended December 30, 2006. This report has been filed with the Securities and Exchange Commission (the "SEC" or the "Commission") in Washington, D.C. and can be obtained by contacting the SEC's public reference operations or obtaining it through the SEC's web site on the World Wide Web at <http://www.sec.gov>. Readers are strongly encouraged to consider those factors when evaluating any forward-looking statement concerning the Company. The Company will not update any forward-looking statements in this Quarterly Report to reflect future events or developments.

The information contained in this Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the Condensed Consolidated Financial Statements and Notes thereto included in this Form 10-Q and the audited financial statements and notes thereto in the Company's Annual Report on Form 10-K for the year ended December 30, 2006.

The Company is a leading worldwide provider of navigation, communications and information devices, most of which are enabled by Global Positioning System, or GPS, technology. We operate in four business segments, the outdoor/fitness, marine, automotive/mobile and aviation markets. Our segments offer products through our network of independent dealers and distributors. However, the nature of products and types of customers for the four segments may vary significantly. As such, the segments are managed separately.

Results of Operations

The following table sets forth our results of operations as a percentage of net sales during the periods shown:

	13-Weeks Ended	
	September 29, 2007	September 30, 2006
Net sales	100.0%	100.0%
Cost of goods sold	53.1%	51.3%
Gross profit	46.9%	48.7%
Research and development	5.6%	7.5%
Selling, general and administrative	11.9%	11.6%
Total operating expenses	17.5%	19.1%
Operating income	29.4%	29.6%
Other income (expense), net	1.2%	6.0%
Income before income taxes	30.6%	35.6%
Provision for income taxes	4.0%	5.5%
Net income	26.6%	30.1%

	39-Weeks Ended	
	September 29, 2007	September 30, 2006
Net sales	100.0%	100.0%
Cost of goods sold	51.4%	50.3%
Gross profit	48.6%	49.7%
Research and development	5.7%	7.1%
Selling, general and administrative	12.6%	12.0%
Total operating expenses	18.3%	19.1%
Operating income	30.3%	30.6%
Other income (expense), net	1.8%	3.4%
Income before income taxes	32.1%	34.0%
Provision for income taxes	4.2%	5.3%
Net income	27.9%	28.7%

The Company manages its operations in four segments: outdoor/fitness, marine, automotive/mobile, and aviation, and each of its segments employs the same accounting policies. Allocation of certain research and development expenses, and selling, general, and administrative expenses are made to each segment on a percent of revenue basis. The following table sets forth our results of operations (in thousands) including revenue (net sales), gross profit, and operating income for each of our four segments during the periods shown. For each line item in the table, the total of the outdoor/fitness, marine, automotive/mobile, and aviation segments' amounts equals the amount in the condensed consolidated statements of income included in Item 1.

	Reportable Segments				
	<u>Outdoor/ Fitness</u>	<u>Marine</u>	<u>Auto/ Mobile</u>	<u>Aviation</u>	<u>Total</u>
13-Weeks Ended September 29, 2007					
Net sales to external customers	\$87,747	\$47,659	\$518,939	\$74,328	\$728,673
Gross profit	\$46,553	\$25,170	\$221,148	\$48,980	\$341,851
Operating income	\$30,178	\$15,623	\$141,855	\$26,501	\$214,157
13-Weeks Ended September 30, 2006					
Net sales to external customers	\$70,651	\$40,588	\$237,981	\$58,777	\$407,997
Gross profit	\$39,803	\$21,645	\$99,708	\$37,704	\$198,860
Operating income	\$28,817	\$13,659	\$59,517	\$18,979	\$120,972
39-Weeks Ended September 29, 2007					
Net sales to external customers	\$225,437	\$170,433	\$1,343,460	\$223,968	\$1,963,298
Gross profit	\$123,616	\$92,704	\$591,400	\$146,550	\$954,270
Operating income	\$79,986	\$60,033	\$370,448	\$83,582	\$594,049
39-Weeks Ended September 30, 2006					
Net sales to external customers	\$205,412	\$141,406	\$644,097	\$171,861	\$1,162,776
Gross profit	\$118,615	\$79,484	\$269,855	\$109,979	\$577,933
Operating income	\$85,116	\$53,718	\$155,782	\$61,045	\$355,661

Comparison of 13-Weeks Ended September 29, 2007 and September 30, 2006

Net Sales

	13-weeks ended September 29, 2007		13-weeks ended September 30, 2006		Quarter over Quarter	
	Net Sales	% of Revenues	Net Sales	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$87,747	12.1%	\$70,651	17.3%	\$17,096	24.2%
Marine	47,659	6.5%	40,588	9.9%	7,071	17.4%
Automotive/Mobile	518,939	71.2%	237,981	58.4%	280,958	118.1%
Aviation	74,328	10.2%	58,777	14.4%	15,551	26.5%
Total	\$728,673	100.0%	\$407,997	100.0%	\$320,676	78.6%

Increases in sales of 78.6% for the 13-week period ended September 29, 2007 were primarily due to a strong response to automotive product offerings. However, the aviation, marine, and outdoor/fitness segments all showed growth during the quarter. Automotive/mobile revenue became a significantly larger portion of our revenue mix, rising from 58.4% in the third quarter of 2006 to 71.2% in the third quarter of 2007. Approximately 41% of sales in the third quarter of 2007 were generated from products introduced in the last twelve months.

Total unit sales increased 119% to 2,688,000 in the third quarter of 2007 from 1,227,000 in the same period of 2006. The higher unit sales volume in the third quarter of fiscal 2007 was primarily attributable to strong sales of automotive products during the third quarter, although unit growth also occurred in the outdoor/fitness segment during the quarter.

Automotive/mobile segment revenue grew the fastest during the quarter, up 118% from the year-ago quarter, on the strength of nüvi, c-series, and other personal navigation devices (PNDs). Our aviation segment also performed well, as demand for our GMX 200, WAAS-enabled retrofit products, and WAAS upgrades to previously installed products continued to be strong. Revenues in our outdoor/fitness segment grew relative to the third quarter of 2006 due to positive customer response to new product offerings. The marine segment showed strong growth during the quarter when compared with the third quarter of 2006, driven by continued customer interest in new products released in the first half of 2007.

Gross Profit

	13-weeks ended September 29, 2007		13-weeks ended September 30, 2006		Quarter over Quarter	
	Gross Profit	% of Revenues	Gross Profit	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$46,553	53.1%	\$39,803	56.3%	\$6,750	17.0%
Marine	25,170	52.8%	21,645	53.3%	3,525	16.3%
Automotive/Mobile	221,148	42.6%	99,708	41.9%	121,440	121.8%
Aviation	48,980	65.9%	37,704	64.1%	11,276	29.9%
Total	\$341,851	46.9%	\$198,860	48.7%	\$142,991	71.9%

Gross profit dollars in the third quarter of 2007 grew 71.9% and gross profit margin percentage declined 180 basis points over the third quarter of 2006. Third quarter gross profit margins decreased to 53.1% and 52.8% in the outdoor/fitness and marine segments respectively, when compared to the same quarter in 2006. Third quarter 2007 gross profit margins increased to 42.6% and 65.9% in the automotive/mobile and aviation segments, respectively, when compared with the third quarter of 2006.

Gross profit margin percentage for the Company overall decreased primarily as a result of the automotive/mobile segment becoming a significantly larger percentage of the Company's product mix during a quarter. While this segment's margin improved 70 basis points, it has the lowest gross margin of our four businesses. While the automotive/mobile segment is by nature a lower-margin business, more units sold in the U.S. than in Europe, coupled with a less aggressive than anticipated pricing environment for the segment resulted in both a small gross margin improvement and strong gross margin dollar growth within the segment. Continued seasonally strong sales of new products in the marine retail channel provided off-season support for marine margins, which remained within historic ranges. Declines in gross margin in the outdoor/fitness segment as a result of a more mature product mix pressured gross margins for the Company during the quarter. Product mix in the aviation segment resulted in a 180 basis point margin increase for the segment relative to the year-ago quarter, and the aviation segment's strong gross margin profile continued to provide gross margin support for the Company.

Selling, General and Administrative Expenses

	13-weeks ended September 29, 2007		13-weeks ended September 30, 2006		Quarter over Quarter	
	Selling, General & Admin. Expenses	% of Revenues	Selling, General & Admin. Expenses	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$11,468	13.1%	\$6,816	9.6%	\$4,652	68.2%
Marine	5,635	11.8%	4,295	10.6%	1,340	31.2%
Automotive/Mobile	63,988	12.3%	31,326	13.2%	32,662	104.3%
Aviation	5,969	8.0%	5,052	8.6%	917	18.1%
Total	\$87,060	11.9%	\$47,489	11.6%	\$39,571	83.3%

The increase in expense was driven primarily by increased advertising spending and increased staffing throughout the organization to support our growth. Advertising spending, which included increases in both cooperative advertising costs and television and print advertising placements, increased 66% or \$15.4 million when compared to the third quarter of 2006. As a percent of sales, advertising declined to 5.3% of sales in the third quarter of 2007, down from 5.7% in the third quarter of 2006. Other selling, general and administrative expenses increased as a percent of sales from 5.9% of sales in the third quarter of 2006 to 6.6% of sales in the third quarter of 2007, as staffing in marketing and administration were increased to support our rapid growth. In absolute dollars, other selling, general and administrative expenses increased \$24.2 million when compared to the previous year quarter, with increases distributed across call center, operations, finance, administration, and marketing administration areas to support the growth of our businesses.

Research and Development Expense

	13-weeks ended September 29, 2007		13-weeks ended September 30, 2006		Quarter over Quarter	
	Research & Development	% of Revenues	Research & Development	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$4,907	5.6%	\$4,170	5.9%	\$737	17.7%
Marine	3,912	8.2%	3,691	9.1%	221	6.0%
Automotive/Mobile	15,305	2.9%	8,865	3.7%	6,440	72.7%
Aviation	16,510	22.2%	13,673	23.3%	2,837	20.8%
Total	\$40,634	5.6%	\$30,399	7.5%	\$10,235	33.7%

The 33.7% increase in research and development expense was due to ongoing development activities for new products, the addition of 30 new engineering personnel to our staff during the quarter, and an increase in engineering program costs during the third quarter of 2007 as a result of our continued emphasis on product innovation. Research and development costs increased \$10.2 million when compared with the year-ago quarter, but declined 190 basis points as a percent of revenue primarily due to the fact that the growth rate of research and development expenditures for the period (33.7%) was slower than the growth rate of revenues (78.6%).

Operating Income

	13-weeks ended September 29, 2007		13-weeks ended September 30, 2006		Quarter over Quarter	
	Operating Income	% of Revenues	Operating Income	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$30,178	34.4%	\$28,817	40.8%	\$1,361	4.7%
Marine	15,623	32.8%	13,659	33.7%	1,964	14.4%
Automotive/Mobile	141,855	27.3%	59,517	25.0%	82,338	138.3%
Aviation	26,501	35.7%	18,979	32.3%	7,522	39.6%
Total	\$214,157	29.4%	\$120,972	29.7%	\$93,185	77.0%

Operating income was down just 30 basis points as a percent of revenue when compared to the third quarter of 2006 due to the decrease in gross margins, which was in good part offset by the fact that research and development expenditures decreased as a percent of revenues. Operating margins decreased to 34.4% and 32.8% within our outdoor/fitness and marine segments, respectively, when compared with the third quarter in 2006. Operating margins increased to 27.3% and 35.7% within our automotive/mobile and aviation segments, respectively. Our operating margin percentage decreased slightly as a function of the gross profit margin percentage changes described above, offset by meaningful improvements in the gross and operating margins of the aviation and automotive/mobile segments.

Other Income (Expense)

	13-weeks ended September 29, 2007	13-weeks ended September 30, 2006
Interest Income	\$11,798	\$9,622
Interest Expense	(273)	(2)
Foreign Currency Exchange	(3,626)	14,874
Other	570	70
Total	\$8,469	\$24,564

The average taxable equivalent interest rate return on invested cash during the third quarter of 2007 was 3.9% compared to 3.8% during the same quarter of 2006. The increase in interest income is attributable to our growing cash balances, increasing interest rates, and more active management of our cash balances.

Foreign currency gains and losses for the Company are primarily tied to movements by the Taiwan Dollar, and secondarily to the use of the British Pound Sterling at Garmin Europe. The Euro is the functional currency of Garmin France and Garmin Deutschland and as these entities grow, Euro currency moves will also generate more material gains and losses. Additionally, Euro-based inter-company transactions in Garmin Ltd. can also generate currency gains and losses. The Canadian dollar is the functional currency of Dynastream Innovations, Inc.; due to this entity's relative size, its currency moves do not have a material impact on the Company's financial statements.

The majority of the \$3.6 million currency loss in the third quarter of 2007 was due to the weakening of the U.S. Dollar compared to the Taiwan Dollar. During the third quarter of fiscal 2007 the Taiwan Dollar exchange rate increased, resulting in a \$5.4 million loss. The British Pound Sterling and the Euro strengthened 1.5% and 4.9% respectively, relative to the U.S. Dollar during the quarter, which resulted in a \$0.4 million gain related to movements in the British Pound Sterling, and a \$1.2 million gain related to movements in the Euro. Other net currency gains and the timing of transactions created the remaining gain of \$0.2 million.

The U.S. Dollar strengthened when compared to the Taiwan Dollar during the third quarter of 2006, when the exchange rate decreased 2.3%, resulting in a \$14.9 million gain. While the British Pound Sterling did strengthen during the third quarter of 2006, British Pound Sterling currency moves had no material impact, and Dynastream, Garmin France, and Garmin Deutschland had not yet been acquired.

Income Tax Provision

Our earnings before taxes increased 53% when compared to the same quarter in 2006, and our income tax expense increased by \$6.6 million, to \$29.1 million, for the 13-week period ended September 29, 2007, from \$22.6 million for the 13-week period ended September 30, 2006, due to our strong revenue growth, enhanced by a lower effective tax rate. The effective tax rate was 13.1% in the third quarter of 2007 and 15.5% in the third quarter of 2006. The lower tax rate in the third quarter of 2007 when compared to the same quarter in 2006 was related to tax holidays/credits and the favorable mix of taxable income among Company entities.

Net Income

As a result of the above, net income increased 57.4% for the 13-week period ended September 29, 2007 to \$193.5 million compared to \$123.0 million for the 13-week period ended September 30, 2006.

Comparison of 39-weeks Ended September 29, 2007 and September 30, 2006

Net Sales

	39-weeks ended September 29, 2007		39-weeks ended September 30, 2006		Period over Period	
	Net Sales	% of Revenues	Net Sales	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$225,437	11.5%	\$205,412	17.7%	\$20,025	9.7%
Marine	170,433	8.7%	141,406	12.2%	29,027	20.5%
Automotive/Mobile	1,343,460	68.4%	644,097	55.4%	699,363	108.6%
Aviation	223,968	11.4%	171,861	14.8%	52,107	30.3%
Total	\$1,963,298	100.0%	\$1,162,776	100.0%	\$800,522	68.8%

Increases in sales for the 39-week period ended September 29, 2007 were due to a strong response to automotive, aviation, and marine product offerings, and modest growth from our outdoor/fitness segment. Automotive/mobile revenue became a significantly larger portion of our revenue mix, rising from 55.4% year to date in 2006 to 68.4% in the same period in 2007.

Total unit sales increased 97% to 6,784,000 year to date in 2007 from 3,429,000 in the same period of 2006. The higher unit sales volume during this period of fiscal 2007 was primarily attributable to strong sales of automotive products, particularly in North America.

Automotive/mobile segment revenue grew the fastest during the period, more than doubling from the year-ago period, on the strength of nüvi, c-series, and other personal navigation devices (PNDs). Our aviation segment also performed well, as demand for our GMX 200, WAAS-enabled retrofit products, and WAAS upgrades to previously installed products all continued strong. The release of new marine products to the marine retail channel during the first half of 2007 drove seasonally strong revenue growth for the segment when compared with the same period of 2006. Revenues in our outdoor/fitness segment were slightly higher than the same period in 2006, however growth for the segment was dampened by the overall aging of this segment's product portfolio.

Gross Profit

	39-weeks ended September 29, 2007		39-weeks ended September 30, 2006		Period over Period	
	Gross Profit	% of Revenues	Gross Profit	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$123,616	54.8%	\$118,615	57.7%	\$5,001	4.2%
Marine	92,704	54.4%	79,484	56.2%	13,220	16.6%
Automotive/Mobile	591,400	44.0%	269,855	41.9%	321,545	119.2%
Aviation	146,550	65.4%	109,979	64.0%	36,571	33.3%
Total	\$954,270	48.6%	\$577,933	49.7%	\$376,337	65.1%

Gross profit dollars for the 39-week period ending September 29, 2007 grew 65% and gross profit margin percentage declined 110 basis points over the same period of the previous year. Year to date 2007 gross profit margins decreased to 54.8% and 54.4% in the outdoor/fitness and marine segments respectively, when compared to the same period in 2006. Year to date 2007 gross profit margins increased to 44.0% and 65.4% within the automotive/mobile and aviation segments, when compared with the same period in 2006.

Gross profit margin percentage for the Company overall decreased primarily as a result of the automotive/mobile segment becoming a significantly larger percentage of the Company's product mix. While the automotive/mobile segment is by nature a lower-margin business, favorable product mix with more product sold in the U.S., favorable component pricing in early 2007, and a less aggressive than anticipated pricing environment for the segment all supported gross margin improvement and gross margin dollar growth within the segment. Strong demand for popular retrofit products in the aviation segment resulted in favorable product mix and margins for the aviation segment. Declines in gross margin in both the outdoor/fitness and marine segments pressured gross margins for the Company during the period, although both marine segments gross margins remained within normal historic margin ranges.

Selling, General and Administrative Expenses

	39-weeks ended September 29, 2007		39-weeks ended September 30, 2006		Period over Period	
	Selling, General & Admin. Expenses	% of Revenues	Selling, General & Admin. Expenses	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$28,068	12.5%	\$20,660	10.1%	\$7,408	35.9%
Marine	20,421	12.0%	15,860	11.2%	4,561	28.8%
Automotive/Mobile	181,246	13.5%	88,873	13.8%	92,373	103.9%
Aviation	18,623	8.3%	14,774	8.6%	3,849	26.0%
Total	\$248,358	12.6%	\$140,167	12.1%	\$108,191	77.2%

The increase in expense was driven primarily by increased advertising spending and increased staffing to support our growth. Advertising spending, which included increases in both cooperative advertising costs and television and print advertising placements, increased 66.3% or \$49.7 million when compared to the same period in 2006. As a percent of sales, advertising remained nearly flat, decreasing from 6.5% of sales year to date in 2006 to 6.4% of sales in the same period in 2007. Other selling, general and administrative expenses increased as a percent of sales from 5.6% of sales year to date in 2006 to 6.3% of sales in the same period in 2007. In absolute dollars, other expenses increased \$58.5 million when compared to the previous year period, with increases distributed across call center, operations, finance, administration, and marketing administration areas to support the growth of our businesses.

Research and Development Expense

	39-weeks ended September 29, 2007		39-weeks ended September 30, 2006		Period over Period	
	Research & Development	% of Revenues	Research & Development	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$15,562	6.9%	\$12,839	6.3%	\$2,723	21.2%
Marine	12,250	7.2%	9,906	7.0%	2,344	23.7%
Automotive/Mobile	39,706	3.0%	25,200	3.9%	14,506	57.6%
Aviation	44,345	19.8%	34,160	19.9%	10,185	29.8%
Total	\$111,863	5.7%	\$82,105	7.1%	\$29,758	36.2%

The 36% increase in research and development expense dollars was due to ongoing development activities for new products, the addition of over 300 new engineering personnel to our staff during the period, and an increase in engineering program costs year to date in 2007 as a result of our continued emphasis on product innovation. Research and development costs increased \$29.8 million when compared with the year-ago period, but declined 140 basis points as a percent of revenue primarily due to the fact that the growth rate of research and development expenditures for the period (36.2%) was slower than the growth rate of revenues (68.8%).

Operating Income

	39-weeks ended September 29, 2007		39-weeks ended September 30, 2006		Period over Period	
	Operating Income	% of Revenues	Operating Income	% of Revenues	\$ Change	% Change
Outdoor/Fitness	\$79,986	35.5%	\$85,116	41.4%	(\$5,130)	-6.0%
Marine	60,033	35.2%	53,718	38.0%	6,315	11.8%
Automotive/Mobile	370,448	27.6%	155,782	24.2%	214,666	137.8%
Aviation	83,582	37.3%	61,045	35.5%	22,537	36.9%
Total	\$594,049	30.3%	\$355,661	30.6%	\$238,388	67.0%

Operating income was down 30 basis points as a percent of revenue when compared to the year-ago period. This was due to the decline in gross margins, increased marketing activities, additions to finance, technology, and administrative expenditures, and personnel additions in the call center to support the growth of our businesses, which was offset by the fact that research and development expenditures decreased as a percent of revenues. Operating margins decreased to 35.5% and 35.2% respectively in our outdoor/fitness and marine segments, while operating margins increased to 27.6% and 37.3% within our automotive/mobile and aviation segments, respectively. Our operating margin percentage decreased as a function of product mix, and the fact that marine and outdoor/fitness segment gross margins declined while operating and R&D costs for these segments continued to grow to support these businesses and their upcoming new product introductions.

Other Income (Expense)

	39-weeks ended September 29, 2007	39-weeks ended September 30, 2006
Interest Income	\$31,997	\$25,464
Interest Expense	(328)	(14)
Foreign Currency Exchange	3,493	10,386
Other	959	3,507
Total	\$36,121	\$39,343

The average taxable equivalent interest rate return on invested cash during the 39-week period ended September 29, 2007 was 4.0% compared to 3.6% during the same period of 2006. The increase in interest income is attributable to our growing cash balances, increasing interest rates, and more active management of our cash balances.

Foreign currency gains and losses for the Company are primarily tied to movements by the Taiwan Dollar, and secondarily to the use of the British Pound Sterling at Garmin Europe. The Euro is the functional currency of Garmin France and Garmin Deutschland and as these entities grow, Euro currency moves will also generate more material gains and losses. Additionally, Euro-based inter-company transactions in Garmin Ltd. can also generate currency gains and losses. The Canadian dollar is the functional currency of Dynastream Innovations, Inc.; due to this entity's relative size, its currency moves do not have a material impact on the Company's financial statements.

While historically the majority of the Company's currency gains and losses have been driven by movements between the U.S. Dollar and the Taiwan dollar, the \$3.5 million currency gain in the 39-week period ended September 29, 2007 was driven by the movement of the British Pound Sterling and Euro, which strengthened 3.9% and 7.3%, respectively, resulting in gains of \$2.0 million and \$1.9 million, respectively. While the U.S. Dollar/Taiwan Dollar exchange rate fluctuated meaningfully during the period, by the end of the period there was a net 0.2% strengthening of the Taiwan dollar, which resulted in a \$0.5 million currency loss. Other net currency gains and the timing of transactions created the remaining gain of \$0.1 million.

The \$10.4 million currency gain in the 39-week period ending September 30, 2006 was due to the U.S. Dollar strengthening 0.8% compared to the Taiwan Dollar during this period in fiscal 2006. Year to date in 2006, British Pound Sterling currency moves had no material impact, and Dynastream, Garmin France, and Garmin Deutschland had not yet been acquired.

Income Tax Provision

Our earnings before taxes increased 60% when compared to the same period in 2006, and our income tax expense increased by \$21.2 million, to \$82.4 million, for the 39-week period ended September 29, 2007, from \$61.2 million for the 39-week period ended September 30, 2006, due to strong earnings growth enhanced by our lower tax rate. The effective tax rate was 13.1% year to date in 2007 and 15.5% in the same period in 2006. The lower tax rate in the period in 2007 when compared to the same period in 2006 was related to tax holidays/credits and the favorable mix of taxable income among Company entities.

Net Income

As a result of the above, net income increased 64.1% for the 39-week period ended September 29, 2007 to \$547.7 million compared to \$333.8 million for the 39-week period ended September 30, 2006.

Liquidity and Capital Resources

Net cash generated by operating activities was \$555.9 million for the 39-week period ended September 29, 2007 compared to \$249.1 million for the 39-week period ended September 30, 2006. We attempt to carry sufficient inventory levels of finished goods and key components so that potential supplier shortages have as minimal an impact as possible on our ability to deliver our finished products. We experienced a \$222.7 million year-to-date increase in net inventories in this 39-week period of 2007, an increase required to fill strong orders for our products and to address overall growing demand for our products. Accounts receivable increased \$117.0 million, net of bad debts, during this period in 2007 due to increasing shipments during the period.

Cash flow used in investing activities during the 39-week period ending September 29, 2007 was \$57.8 million. Cash flow used in investing activities principally related to \$128.9 million in capital expenditures related to the build-out of our Jhongli manufacturing facility, purchase of the Linkou manufacturing facility, business operation and maintenance activities, the purchase of EME Tec Sat SAS., GPS Gesellschaft für Professionelle Satellitennavigation mbH, Digital Cyclone, Inc., and the assets of Nautamatic Marine Systems for a combined total of \$84.1 million, and the net sale of \$157.7 million of fixed income securities associated with the management of our on-hand cash balances. It is management's goal to invest the on-hand cash consistent with the Company's investment policy, which has been approved by the Board of Directors. The investment policy's primary purpose is to preserve capital, maintain an acceptable degree of liquidity, and maximize yield within the constraint of maximum safety. The Company's average taxable equivalent return on its investments during the period was approximately 4.0%.

Net cash used in financing activities during the period was \$131.6 million resulting from issuance of common stock related to Company stock option plan and stock based compensation tax benefits of \$31.1 million, and the payment of a cash dividend in the amount of \$162.5 million.

We currently use cash flow from operations to fund our capital expenditures and to support our working capital requirements. We expect that future cash requirements will principally be for capital expenditures, working capital requirements, repurchase of shares, and payment of dividends declared.

We believe that our existing cash balances and cash flow from operations will be sufficient to meet our projected capital expenditures, working capital, repurchase of shares, and other cash requirements at least through the end of fiscal 2007.

On October 31, 2007, Garmin Ltd. announced its intent to make a public offer for all of the outstanding shares of Tele Atlas N.V. on a fully diluted basis at an indicative offer price of €4.50 in cash per share, implying an equity value for Tele Atlas of €2.3 billion, or approximately \$3.3 billion. In addition to its cash balance in excess of \$1 billion, Garmin has secured financing commitments from two banks which are sufficient for the intended offer. We believe that our existing cash balances and future cash flow from operations will be sufficient to service this proposed debt as well as other future cash requirements of the business.

Contractual Obligations and Commercial Commitments

Pursuant to certain supply agreements, the Company is contractually committed to make purchases of approximately \$10.3 million over the next 5 years.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market Sensitivity

We have market risk primarily in connection with the pricing of our products and services and the purchase of raw materials. Product pricing and raw material costs are both significantly influenced by semiconductor market conditions. Historically, during cyclical economic downturns, we have been able to offset pricing declines for our products through a combination of introducing new products with higher margins and success in obtaining price reductions in raw material costs. In recent quarters we have experienced a decrease in raw materials costs offset by an increase in the sale of lower-margin products as a part of the product mix.

Inflation

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could adversely affect our business, financial condition and results of operations.

Foreign Currency Exchange Rate Risk

The operation of the Company's subsidiaries in international markets results in exposure to movements in currency exchange rates. The potential of volatile foreign exchange rate fluctuations in the future could have a significant effect on our results of operations. In accordance with Statement of Financial Accounting Standards (SFAS) No. 52, Foreign Currency Translation, the financial statements of all Company entities with functional currencies that are not United States dollars (USD) are translated for consolidation purposes into USD, the functional currency of Garmin Ltd. and Garmin International, Inc. Sales, costs, and expenses are translated at rates prevailing during the reporting periods and at end-of-period rates for all assets and liabilities. The effect of this translation is recorded in a separate component of stockholders' equity and have been included in accumulated other comprehensive gain/(loss) in the accompanying consolidated balance sheets.

Foreign currency gains and losses for the Company are primarily tied to movements of the Taiwan Dollar, which is the functional currency of Garmin Corporation, located in Taiwan, and secondarily to the British Pound Sterling, which is used by Garmin Europe, located in Southampton in the U.K. While the Canadian dollar is the functional currency of Dynastream Innovations, Inc. and the Euro is the functional currency of Garmin France and Garmin Deutschland, due to these entities relative sizes, their respective currency moves do not have a material impact on the Company's financials.

Interest Rate Risk

As of September 29, 2007, we are exposed to interest rate risk in connection with our investments in marketable securities. As interest rates change, the unrealized gains and losses associated with those securities will fluctuate accordingly. As we have no outstanding long term debt we have no meaningful debt-related interest rate risk.

Item 4. Controls and Procedures

(a) *Evaluation of disclosure controls and procedures.* The Company maintains a system of disclosure controls and procedures that are designed to provide reasonable assurance that information, which is required to be timely disclosed, is accumulated and communicated to management in a timely fashion. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. As of September 29, 2007, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded as of September 29, 2007 that our disclosure controls and procedures were effective such that the information relating to the Company, required to be disclosed in our Securities and Exchange Commission ("SEC") reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to the Company's management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) *Changes in internal control over financial reporting.* There has been no change in the Company's internal controls over financial reporting that occurred during the Company's fiscal quarter ended September 29, 2007 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II - Other Information

Item 1. Legal Proceedings

Encyclopaedia Britannica, Inc. v. Alpine Electronics of America, Inc., Alpine Electronics, Inc., Denso Corporation, Toyota Motor Sales, U.S.A., Inc., American Honda Motor Co., Inc., and Garmin International, Inc. On May 16, 2005, Encyclopaedia Britannica, Inc. (“Encyclopaedia Britannica”) filed suit in the United States District Court for the Western District of Texas, Austin Division, against the Company’s wholly owned subsidiary Garmin International, Inc. (“Garmin International”) and five other unrelated companies, alleging infringement of U.S. Patent No. 5,241,671 (“the ‘671 patent”). Garmin International believes that it should not be found liable for infringement of the ‘671 patent and additionally that the ‘671 patent is invalid. On December 30, 2005, Garmin International filed a Motion for Summary Judgment for Claim Invalidation Based on Indefiniteness. On March 1, 2006, the court held a hearing on construction of the claims of the ‘671 patent. The parties await the court’s ruling on Garmin International’s summary judgment motion and the court’s claim construction order. On May 23, 2006, Encyclopaedia Britannica filed an amended complaint alleging that Garmin International and the other defendants also infringe U.S. Patent No. 7,051,018 (“the ‘018 patent”), a continuation patent of the ‘671 patent, which issued on May 23, 2006. Garmin International believes that it should not be found liable for infringement of the ‘018 patent and additionally that the ‘018 patent is invalid. On July 25, 2006, Encyclopaedia Britannica filed a new complaint alleging that Garmin International and the other defendants also infringe U.S. Patent No. 7,082,437 (“the ‘437 patent”), a continuation patent of the ‘671 patent, which issued on July 25, 2006. Garmin International believes that it should not be found liable for infringement of the ‘437 patent and additionally that the ‘437 patent is invalid. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that the claims are without merit and we will vigorously defend these actions.

Mobile Traffic Systems Corporation v. Cobra Electronics Corp., Garmin USA, Inc., Magellan Navigation, Inc., and TomTom, Inc. On July 11, 2007, Mobile Traffic Systems Corporation filed a lawsuit in the United States District Court for the Northern District of Alabama claiming that certain products of Garmin and the other defendants infringe U.S. Patents Nos. 7,069,143 and 6,728,628 (the “Asserted Patents”). Garmin USA, Inc. believes that it should not be found liable for infringement of the Asserted Patents and additionally that the Asserted Patents are invalid. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that the claims are without merit and we will vigorously defend this lawsuit.

Garmin Ltd. v. TomTom, Inc. (Texas) On August 23, 2006, Garmin Ltd. filed a lawsuit in the United States District Court for the Eastern District of Texas claiming that certain TomTom products infringe U.S. Patent No. 7,062,378 (“the ‘378 Patent”) owned by Garmin Ltd. On October 20, 2006, TomTom filed an answer denying infringement and also filed a motion to transfer the lawsuit to the United States District Court for the Western District of Wisconsin, which motion was denied by the court on March 5, 2007. On March 14, 2007, TomTom filed an amended answer and counterclaims alleging that the ‘378 Patent is unenforceable due to alleged inequitable conduct and also asserting alleged violations of antitrust laws by Garmin based upon alleged intentional failure to disclose alleged prior art to the U.S. Patent Office. On April 23, 2007, Garmin filed a motion to dismiss these counterclaims due to TomTom’s failure to state a claim on which relief can be granted. Although the Court would not dismiss these counterclaims, the Court indicated that the antitrust claims could not be tried until after the patent case was concluded. These cases are currently in the early stages of discovery. The court has scheduled the trial for the patent case in November 2008. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that the counterclaims are without merit and we intend to vigorously prosecute the lawsuit for infringement of our ‘378 Patent.

Garmin Ltd. v. TomTom, Inc.; Garmin Corporation v. TomTom, Inc. (Wisconsin) These lawsuits were filed by Garmin Ltd. and Garmin Corporation against TomTom, Inc. (“TomTom”) on January 31, 2006 and February 1, 2006, respectively, in the United States District Court for the Western District of Wisconsin. The

lawsuits were consolidated. Garmin Ltd. and Garmin Corporation filed an amended complaint on May 5, 2006. The amended complaint claims that certain TomTom products infringe U.S. Patents Nos. 6,188,956 and 6,222,485 owned by Garmin Corporation and U.S. Patents Nos. 6,901,330, 6,687,615 and 6,999,873 owned by Garmin Ltd. On April 27, 2006, TomTom served amended answers and counterclaims on Garmin Ltd. and Garmin Corporation which claim that certain products sold by these companies are infringing three U.S. patents that were purchased by an affiliate of TomTom International, B.V. from Horizon Navigation, Inc. on April 21, 2006. The three patents are U.S. Patents 5,291,412, 5,550,538 and 5,922,042. The amended answers and counterclaims also added Garmin International, Inc. as a counterclaim defendant. On December 22, 2006, the court ruled on summary judgment motions filed by the parties. The court ruled that Garmin Ltd. and its subsidiaries did not infringe any claim of any of the three patents asserted by TomTom in its counterclaims, that TomTom did not infringe certain claims of the patents asserted by Garmin and that certain claims of some of the patents asserted by Garmin were invalid. Garmin filed a motion to reopen the case to address the remaining claims asserted by Garmin against TomTom. On April 25, 2007, the court issued a ruling on summary judgment that the remaining patent claims asserted by Garmin were either not infringed or invalid. On May 24, 2007, Garmin filed a notice of appeal appealing this decision to the United States Court of Appeals for the Federal Circuit. On June 6, 2007, TomTom filed a notice of cross-appeal. Garmin filed an opening brief on October 24, 2007 and these appeals remain pending. Garmin believes the District Court committed legal error in finding TomTom did not infringe any valid claim of the patents asserted by Garmin. Garmin believes the District Court correctly granted summary judgment that Garmin did not infringe any claim of the three patents asserted by TomTom and we intend to vigorously defend this ruling on appeal. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that TomTom's products infringe several valid claims of our asserted patents and we intend to vigorously prosecute our appeal seeking to correct the legal errors in the District Court's judgment

Garmin (Europe) Ltd., Garmin International, Inc, Garmin Corporation and Garmin Ltd. v. TomTom International B.V. Garmin Ltd. and the above-named subsidiaries of Garmin Ltd. filed a lawsuit against TomTom International B.V. in the District Court in The Hague, Netherlands, on June 27, 2006. The lawsuit seeks a declaration of non-infringement of TomTom's European Community Registered Design No. 000267968-001 (the "Registered Design"). TomTom responded on July 14, 2006 by filing an action for preliminary relief in the District Court in The Hague, Netherlands, claiming that certain models of Garmin's StreetPilot products infringe the Registered Design. TomTom has also filed a counterclaim for infringement of the Registered Design in the main lawsuit. On November 2, 2006, the court issued a judgment in the preliminary relief proceedings finding that Garmin's products do not infringe the Registered Design and denying TomTom's claim for preliminary relief. The court also awarded Garmin approximately 37,000 euros for attorneys' fees and costs. TomTom has filed an appeal of this judgment. Garmin believes that none of its products infringe the Registered Design and Garmin is prosecuting vigorously its action for a declaration of non-infringement. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that our products do not infringe the Registered Design and we intend to vigorously prosecute our lawsuit seeking a declaration of non-infringement.

Garmin (Europe) Ltd. v. TomTom International B.V. On July 17, 2006, Garmin (Europe) Ltd. filed a lawsuit against TomTom International B.V. ("TomTom"), in the High Court of Justice in London, England. The lawsuit seeks a declaration that United Kingdom Patent No. GB 2400293 B ("the '293 Patent") owned by TomTom is invalid and an order that the '293 patent be revoked. On July 31, 2006, TomTom filed a defense indicating that it intended to defend this lawsuit and also filed a counterclaim alleging that certain models of Garmin's StreetPilot products and Garmin's nüvi products infringe the '293 Patent. Garmin (Europe) Ltd. believes that none of its products infringe the '293 Patent and that the '293 Patent is invalid. On December 20, 2006, Garmin (Europe) Ltd. filed a second lawsuit against TomTom in the High Court of Justice in London, England. This lawsuit seeks declarations that United Kingdom Patent Nos. GB 2400292 B ("the '292 Patent") and GB 2400294 B ("the '294 Patent"), owned by TomTom are invalid and seeks orders that the '292 Patent and the '294 Patent be revoked. On January 17, 2007, TomTom filed a defense indicating that it intended to defend this lawsuit. On March 30, 2007, TomTom filed an application with the court for permission to amend the '293 Patent. On July 10, 2007, Garmin (Europe) Ltd. filed a third lawsuit against TomTom in the High Court of Justice in London, England. This lawsuit seeks declarations that United Kingdom Patent No. GB 2421160 B ("the '160 Patent") and European Patent (UK) Nos. EP 1599703 B1 (the

'703 Patent") and EP 1611416 B1 ("the '416 Patent") owned by TomTom are invalid and seeks orders that the '160 Patent, the '703 Patent and the '416 Patent be revoked. On August 3, 2007, TomTom filed a defense indicating that it intended to defend this lawsuit and also filed counterclaims alleging that certain models of Garmin's StreetPilot products and Garmin's nuvi products infringe the '292, '294, '703, '160, and '416 Patents. On October 8, 2007, TomTom filed an application with the court for permission to amend the '292, '294, and '160 Patents. Garmin (Europe) Ltd. intends to prosecute vigorously its actions seeking declarations of invalidity and revocation of the '292, '293, '294, '160, '703, and '416 Patents and to defend vigorously TomTom's allegations of infringement of the '292, '293, '294, '160, '703, and '416 Patents. Although there can be no assurance that an unfavorable outcome of this litigation would not have a material adverse effect on our operating results, liquidity or financial position, we believe that TomTom's counterclaims under these Patents are without merit and we intend to vigorously defend them.

From time to time the Company is involved in other legal actions arising in the ordinary course of our business. We believe that the ultimate outcome of these actions will not have a material adverse effect on our operating results, liquidity or financial position.

Item 1A. Risk Factors

There are many risks and uncertainties that can affect our future business, financial performance or share price. In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 30, 2006. There have been no material changes during the 13-week and 39-week periods ended September 29, 2007 in the risks described in our Annual Report on Form 10-K. These risks, however, are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Items (a) and (b) are not applicable.

(c) Issuer Purchases of Equity Securities

The Board of Directors approved a share repurchase program on August 3, 2006, authorizing the Company to purchase up to 3,000,000 shares of the Company as market and business conditions warrant. The share repurchase authorization expires on December 31, 2007. The following table lists the Company's share purchases during the third quarter of fiscal 2007:

Period	Total # of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs
13-weeks ended September 29, 2007	0	\$0.00	0	1,844,700
Total	0	\$0.00	0	1,844,700

Item 3. Defaults Upon Senior Securities

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

Not applicable

Item 6. Exhibits

- | | |
|--------------|--|
| Exhibit 10.1 | Garmin Ltd. Amended and Restated Employee Stock Purchase Plan |
| Exhibit 31.1 | Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a). |
| Exhibit 31.2 | Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a). |
| Exhibit 32.1 | Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| Exhibit 32.2 | Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GARMIN LTD.

By /s/ Kevin Rauckman
Kevin Rauckman
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

Dated: November 6, 2007

INDEX TO EXHIBITS

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GARMIN LTD.
EMPLOYEE STOCK PURCHASE PLAN

Amended and Restated

Effective January 1, 2008

GARMIN LTD.
EMPLOYEE STOCK PURCHASE PLAN

I. Purpose and Effective Date

1.1 The purpose of the Garmin Ltd. Employee Stock Purchase Plan is to provide an opportunity for eligible employees to acquire a proprietary interest in Garmin Ltd. through accumulated payroll deductions. It is the intent of the Company to have the Plan qualify as an "employee stock purchase plan" under Section 423 of the Code. The provisions of the Plan shall be construed to extend and limit participation in a manner consistent with the requirements of Section 423 of the Code.

1.2 The Plan shall be effective on the Effective Date stated below, subject to the approval of the Company's stockholders within one year before or one year after the date the Plan is approved by the Board of Directors of the Company. No option shall be granted under the Plan after the date as of which the Plan is terminated by the Board in accordance with Section 11.7 of the Plan.

II. Definitions

The following words and phrases, when used in this Plan, unless their context clearly indicates otherwise, shall have the following respective meanings:

2.1 "Account" means a recordkeeping account maintained for a Participant to which payroll deductions are credited in accordance with Article VIII of the Plan.

2.2 "Administrator" means the persons or committee appointed under Section 3.1 to administer the Plan.

2.3 "Article" means an Article of this Plan.

2.4 "Accumulation Period" means, as to the Company or a Participating Subsidiary, a period of six months commencing with the first regular payroll period commencing on or after each successive January 1 and ending on each successive June 30 and a period of six months commencing with the first regular payroll period commencing on or after each successive July 1 and ending on each successive December 31. The Committee may modify (including increasing or decreasing the length of time covered) or suspend Accumulation Periods at anytime and from time to time.

2.5 "Base Earnings" means base salary and wages payable by the Company or a Participating Subsidiary to an Eligible Employee, prior to pre-tax deductions for contributions to qualified or non-qualified (under the Code) benefit plans or arrangements, and excluding bonuses, incentives and overtime pay but including commissions.

2.6 "Board" means the Board of Directors of the Company.

2.7 "Code" means the Internal Revenue Code of 1986, as amended.

2.8 "Company" means Garmin Ltd., a Cayman Islands corporation.

2.9 "Cut-Off Date" means the date established by the Administrator from time to time by which enrollment forms must be received with respect to an Accumulation Period.

2.10 "Eligible Employee" means an Employee, including an employee on an Authorized Leave of Absence (as defined in Section 10.3), eligible to participate in the Plan in accordance with Article V.

2.11 "Employee" means an individual who performs services for the Company or a Participating Subsidiary pursuant to an employment relationship described in Treasury Regulations Section 31.3401(c)-1 or any successor provision, or an individual who would be performing such services but for such individual's Authorized Leave of Absence (as defined in Section 10.3).

2.12 "Enrollment Date" means the first Trading Day of an Accumulation Period beginning on or after January 1, 2008.

2.13 "Exchange Act" means the Securities Exchange Act of 1934.

2.14 "Fair Market Value" means, as of any applicable date:

(a) If the security is listed on any established stock exchange or traded on the Nasdaq Global Select Market or the Nasdaq Global Market (formerly the Nasdaq National Market), the closing price, regular way, of the security on such exchange, or if no such reported sale of the security shall have occurred on such date, on the latest preceding date on which there was such a reported sale, in all cases, as reported in The Wall Street Journal or such other source as the Board deems reliable.

(b) If the security is listed or traded on the Nasdaq Capital Market (formerly the Nasdaq SmallCap Market), the mean between the bid and asked prices for the security on the date of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price (or closing bid if no sales were reported) for the security on the date of determination, then the Fair Market Value shall be the mean between the bid and asked prices for the security on the last preceding date for which such quotation exists.

(c) In the absence of such markets for the security, the value determined by the Board in good faith.

2.15 "Participant" means an Eligible Employee who has enrolled in the Plan pursuant to Article VI. A Participant shall remain a Participant until the applicable date set forth in Article X.

2.16 "Participating Subsidiary" means a Subsidiary incorporated under the laws of any state in the United States, a territory of the United States, Puerto Rico, or the District of Columbia, or such foreign Subsidiary approved under Section 3.3, which has adopted the Plan as

a Participating Subsidiary by action of its board of directors and which has been designated by the Board in accordance with Section 3.3 as covered by the Plan, subject to the requirements of Section 423 of the Code except as noted in Section 3.3.

2.17 "Plan" means the Garmin Ltd. Employee Stock Purchase Plan as set forth herein and as from time to time amended.

2.18 "Purchase Date" means the specific Trading Day during an Accumulation Period on which Shares are purchased under the Plan in accordance with Article IX. For each Accumulation Period, the Purchase Date shall be the last Trading Day occurring in such Accumulation Period. The Administrator may, in its discretion, designate a different Purchase Date with respect to any Accumulation Period.

2.19 "Qualified Military Leave" means an absence due to service in the uniformed services of the United States (as defined in Chapter 43 of Title 38 of the United States Code) by an individual employee of the Company or a Participating Subsidiary, provided the individual's rights to reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 have not expired or terminated.

2.20 "Section" means a section of this Plan, unless indicated otherwise.

2.21 "Securities Act" means the Securities Act of 1933, as amended.

2.22 "Share" means a common share, \$.005 par value, of Garmin Ltd.

2.23 "Subsidiary" means any corporation in an unbroken chain of corporations beginning with the Company if, as of the applicable Enrollment Date, each of the corporations other than the last corporation in the chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.24 "Trading Day" means a day the national exchange on which the Shares are listed for trading or, if not so listed, a day the New York Stock Exchange is open for trading.

III. Administration

3.1 Subject to Section 11.7, the Plan shall be administered by the Board, or committee ("Committee") appointed by the Board. The Committee shall consist of at least one Board member, but may additionally consist of individuals who are not members of the Board. The Committee shall serve at the pleasure of the Board. If the Board does not so appoint a Committee, the Board shall administer the Plan. Any references herein to "Administrator" are, except as the context requires otherwise, references to the Board or the Committee, as applicable.

3.2 If appointed under Section 3.1, the Committee may select one of its members as chairman and may appoint a secretary. The Committee shall make such rules and regulations for the conduct of its business as it shall deem advisable; provided, however, that all determinations of the Committee shall be made by a majority of its members.

3.3 The Administrator shall have the power, in addition to the powers set forth elsewhere in the Plan, and subject to and within the limits of the express provisions of the Plan,

to construe and interpret the Plan and options granted under it; to establish, amend and revoke rules and regulations for administration of the Plan; to determine all questions of policy and expediency that may arise in the administration of the Plan; to allocate and delegate such of its powers as it deems desirable to facilitate the administration and operation of the Plan; and, generally, to exercise such powers and perform such acts as it deems necessary or expedient to promote the best interests of the Company. The Administrator's determinations as to the interpretation and operation of this Plan shall be final and conclusive.

The Board may designate from time to time which Subsidiaries of the Company shall be Participating Subsidiaries. Without amending the Plan, the Board may adopt special or different rules for the operation of the Plan which allow employees of any foreign Subsidiary to participate in the purposes of the Plan. In furtherance of such purposes, the Board may approve such modifications, procedures, rules or sub-plans as it deems necessary or desirable, including those deemed necessary or desirable to comply with any foreign laws or to realize tax benefits under foreign law. Any such different or special rules for employees of any foreign Subsidiary shall not be subject to Code Section 423 and for purposes of the Code shall be treated as separate and apart from the balance of the Plan.

3.4 This Article III relating to the administration of the Plan may be amended by the Board from time to time as may be desirable to satisfy any requirements of or under the federal securities and/or other applicable laws of the United States, or to obtain any exemption under such laws.

IV. Number of Shares

4.1 Two million (2,000,000) Shares (reflecting the Company's 2-for-1 stock split on August 15, 2006) are reserved for sales and authorized for issuance pursuant to the Plan. Shares sold under the Plan may be newly-issued Shares, outstanding Shares reacquired in private transactions or open market purchases, or any combination of the foregoing. If any option granted under the Plan shall for any reason terminate without having been exercised, the Shares not purchased under such option shall again become available for the Plan.

4.2 In the event of any reorganization, recapitalization, stock split, reverse stock split, stock dividend, combination of shares, merger, consolidation, acquisition of property or shares, separation, asset spin-off, stock rights offering, liquidation or other similar change in the capital structure of the Company, the Board shall make such adjustment, if any, as it deems appropriate in the number, kind and purchase price of the Shares available for purchase under the Plan. In the event that, at a time when options are outstanding hereunder, there occurs a dissolution or liquidation of the Company, except pursuant to a transaction to which Section 424(a) of the Code applies, each option to purchase Shares shall terminate, but the Participant holding such option shall have the right to exercise his or her option prior to such termination of the option upon the dissolution or liquidation. The Company reserves the right to reduce the number of Shares which Employees may purchase pursuant to their enrollment in the Plan.

V. Eligibility Requirements

5.1 Except as provided in Section 5.2, each individual who is an Eligible Employee of the Company or a Participating Subsidiary on the applicable Cut-Off Date shall become eligible

to participate in the Plan in accordance with Article VI as of the first Enrollment Date following the date the individual becomes an Employee of the Company or a Participating Subsidiary, provided that the individual remains an Eligible Employee on the first day of the Accumulation Period associated with such Enrollment Date. Participation in the Plan is entirely voluntary.

5.2 Employees meeting any of the following restrictions are not eligible to participate in the Plan:

(a) Employees who, immediately upon enrollment in the Plan or upon grant of an Option would own directly or indirectly, or hold options or rights to acquire, an aggregate of 5% or more of the total combined voting power or value of all outstanding shares of all classes of stock of the Company or any Subsidiary (and for purposes of this paragraph, the rules of Code Section 424(d) shall apply, and stock which the Employee may purchase under outstanding options shall be treated as stock owned by the Employee);

(b) Employees (other than individuals on Authorized Leave of Absence (as defined in Section 10.3)) who are customarily employed by the Company or a Participating Subsidiary for not more than 20 hours per week; or

(c) Employees (other than individuals on Authorized Leave of Absence (as defined in Section 10.3)) who are customarily employed by the Company or a Participating Subsidiary for not more than five (5) months in any calendar year.

5.3 The Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the options shall be granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and the options granted hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

VI. Enrollment

6.1 Eligible Employees will be automatically enrolled in the Plan on the first day of each Accumulation Period. Any Eligible Employee may consent to enrollment in the Plan for an Accumulation Period by completing and signing an enrollment form (which authorizes payroll deductions during such Accumulation Period in accordance with Section 8.1) and submitting such enrollment form to the Company or the Participating Subsidiary on or before the Cut-Off Date specified by the Administrator. Payroll deductions pursuant to the enrollment form shall be effective as of the first payroll period with a pay day after the Enrollment Date for the Accumulation Period to which the enrollment form relates, and shall continue in effect until the earliest of:

(a) the end of the last payroll period with a payday in the Accumulation Period;

(b) the date during the Accumulation Period as of which the Employee elects to cease his or her enrollment in accordance with Section 8.3; and

(c) the date during the Accumulation Period as of which the Employee withdraws from the Plan or has a termination of employment in accordance with Article X.

Notwithstanding anything in the Plan to the contrary, for the initial Accumulation Period the Administrator may upon notice to Eligible Employees give effect to payroll deductions as of a payroll period with a pay date after the Cut-Off Date for the Accumulation Period, with such deductions effective as to all or a portion of Base Earnings either payable or earned on or after the Effective Date.

VII. Grant of Options on Enrollment

7.1 The automatic enrollment by an Eligible Employee in the Plan as of an Enrollment Date will constitute the grant as of such Enrollment Date by the Company to such Participant of an option to purchase Shares from the Company pursuant to the Plan.

7.2 An option granted to a Participant pursuant to this Plan shall expire, if not terminated earlier for any reason, on the earliest to occur of: (a) the end of the Purchase Date with respect to the Accumulation Period in which such option was granted; (b) the completion of the purchase of Shares under the option under Article IX; or (c) the date on which participation of such Participant in the Plan terminates for any reason.

7.3 As of each Enrollment Date, each Participant shall automatically be granted an option to purchase, subject to the terms of the Plan, the number of whole Shares equal to the quotient of \$25,000 divided by the Fair Market Value of a Share on the Enrollment Date.

Notwithstanding any other provision of this Plan, no Employee may be granted an option which permits his or her rights to purchase Shares under the Plan and any other Code Section 423 employee stock purchase plan of the Company or any of its Subsidiaries or parent companies to accrue (when the option first becomes exercisable) at a rate which exceeds \$25,000 of Fair Market Value of such Shares (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time.

VIII. Payroll Deductions

8.1 An Employee who files an enrollment form pursuant to Article VI shall elect and authorize in such form to have deductions made from his or her pay on each payday he or she receives a paycheck during the Accumulation Period to which the enrollment form relates, and he or she shall designate in such form the percentage (in whole percentages) of Base Earnings to be deducted each payday during such Accumulation Period. The minimum an Employee may elect and authorize to have deducted is 1% of his or her Base Earnings paid per pay period in such Accumulation Period, and the maximum is 10% of his or her Base Earnings paid per pay period in such Accumulation Period (or such larger or smaller percentage as the Administrator may designate from time to time).

8.2 Except as provided in the last paragraph of Section 6.1, deductions from a Participant's Base Earnings shall commence upon the first payday on or after the commencement of the Accumulation Period, and shall continue until the date on which such authorization ceases to be effective in accordance with Article VI. The amount of each deduction made for a Participant shall be credited to the Participant's Account. All payroll deductions received or held by the Company or a Participating Subsidiary may be, but are not required to be, used by the Company or Participating Subsidiary for any corporate purpose, and the Company or Participating Subsidiary shall not be obligated to segregate such payroll deductions, but may do so at the discretion of the Board.

8.3 As of the last day of any month during an Accumulation Period, a Participant may elect to cease (but not to increase or decrease) payroll deductions made on his or her behalf for the remainder of such Accumulation Period by filing the applicable election with the Company or Participating Subsidiary in such form and manner and at such time as may be permitted by the Administrator. A Participant who has ceased payroll deductions may have the amount which was credited to his or her Account prior to such cessation applied to the purchase of Shares as of the Purchase Date, in accordance with Section 9.1, and receive the balance of the Account with respect to which the enrollment is ceased, if any, in cash. A Participant who has ceased payroll deductions may also voluntarily withdraw from the Plan pursuant to Section 10.1. Any Participant who ceases payroll deductions for an Accumulation Period may re-enroll in the Plan on the next subsequent Enrollment Date following the cessation in accordance with the provisions of Article VI. A Participant who ceases to be employed by the Company or any Participating Subsidiary will cease to be a Participant in accordance with Section 10.2.

8.4 A Participant may not make any separate or additional contributions to his Account under the Plan. Neither the Company nor any Participating Subsidiary shall make separate or additional contributions to any Participant's Account under the Plan.

IX. Purchase of Shares

9.1 Subject to Section 9.2, any option held by the Participant which was granted under this Plan and which remains outstanding as of a Purchase Date shall be deemed to have been exercised on such Purchase Date for the purchase of the number of whole Shares which the funds accumulated in his or her Account as of the Purchase Date will purchase at the applicable purchase price (but not in excess of the number of Shares for which options have been granted to the Participant pursuant to Section 7.3). No Shares will be purchased on behalf of any Participant who fails to file an enrollment form authorizing payroll deductions for an Accumulation Period.

9.2 A Participant who holds an outstanding option as of a Purchase Date shall not be deemed to have exercised such option if the Participant elected not to exercise the option by withdrawing from the Plan in accordance with Section 10.1.

9.3 If, after a Participant's exercise of an option under Section 9.1, an amount remains credited to the Participant's Account as of a Purchase Date, then the remaining amount shall be distributed to the Participant in cash as soon as administratively practical after such Purchase Date.

9.4 Except as otherwise set forth in this Section 9.4, the purchase price for each Share purchased under any option shall be 85% of the lower of:

(a) the Fair Market Value of a Share on the Enrollment Date on which such option is granted; or

(b) the Fair Market Value of a Share on the Purchase Date.

Notwithstanding the above, the Board may establish a different purchase price for each Share purchased under any option provided that such purchase price is determined at least thirty (30) days prior to the Accumulation Period for which it is applicable and provided that such purchase price may not be less than the purchase price set forth above.

9.5 If Shares are purchased by a Participant pursuant to Section 9.1, then such Shares shall be held in non-certificated form at a bank or other appropriate institution selected by the Administrator until the earlier of the Participant's termination of employment or the time a Participant requests delivery of certificates representing such shares. If any law governing corporate or securities matters, or any applicable regulation of the Securities and Exchange Commission or other body having jurisdiction with respect to such matters, shall require that the Company or the Participant take any action in connection with the Shares being purchased under the option, delivery of the certificate or certificates for such Shares shall be postponed until the necessary action shall have been completed, which action shall be taken by the Company at its own expense, without unreasonable delay.

Certificates delivered pursuant to this Section 9.5 shall be registered in the name of the Participant or, if the Participant so elects, in the names of the Participant and one or more such other persons as may be designated by the Participant in joint tenancy with rights of survivorship or in tenancy by the entirety or as spousal community property, or in such forms of trust as may be approved by the Administrator, to the extent permitted by law.

9.6 In the case of Participants employed by a Participating Subsidiary, the Board may provide for Shares to be sold through the Subsidiary to such Participants, to the extent consistent with and governed by Section 423 of the Code.

9.7 If the total number of Shares for which an option is exercised on any Purchase Date in accordance with this Article IX, when aggregated with all Shares previously granted under this Plan, exceeds the maximum number of Shares reserved in Section 4.1, the Administrator shall make a pro rata allocation of the Shares available for delivery and distribution in as nearly a uniform manner as shall be practicable and as it shall determine to be equitable, and the balance of the cash amount credited to the Account of each Participant under the Plan shall be returned to him or her as promptly as administratively practical.

9.8 If a Participant or former Participant sells, transfers, or otherwise makes a disposition of Shares purchased pursuant to an option granted under the Plan within two years after the date such option is granted or within one year after the Purchase Date to which such option relates, or if the Participant or former Participant otherwise has a taxable event relating to Shares purchased under the Plan, and if such Participant or former Participant is subject to U.S. federal income tax, then such Participant or former Participant shall notify the Company or

Participating Subsidiary in writing of any such sale, transfer or other disposition within 10 days of the consummation of such sale, transfer or other disposition, and shall remit to the Company or Participating Subsidiary or authorize the Company or Participating Subsidiary to withhold from other sources such amount as the Company may determine to be necessary to satisfy any federal, state or local tax withholding obligations of the Company or Participating Subsidiary. A Participant must reply to a written request, within 10 days of the receipt of such written request, from the Company, Participating Subsidiary, or Administrator regarding whether such a sale, transfer or other disposition has occurred.

The Administrator may from time to time establish rules and procedures (including but not limited to postponing delivery of Shares until the earlier of the expiration of the two-year or one-year period or the disposition of such Shares by the Participant) to cause the withholding requirements to be satisfied.

X. Withdrawal From the Plan; Termination of Employment; Leave of Absence; Death

10.1 Withdrawal from the Plan. Effective as of the last day of any calendar quarter during an Accumulation Period, a Participant may withdraw from the Plan in full (but not in part) by delivering a notice of withdrawal to the Company (in a manner prescribed by the Administrator) at least ten business days prior to the end of such calendar quarter (but in no event later than the June 1 or December 1 immediately preceding the Purchase Date for the Plan's two Accumulation Periods, respectively). Upon such withdrawal from participation in the Plan, all funds then accumulated in the Participant's Account shall not be used to purchase Shares, but shall instead be distributed to the Participant as soon as administratively practical after the end of such calendar quarter, and the Participant's payroll deductions shall cease as of the end of such calendar quarter. An Employee who has withdrawn during an Accumulation Period may not return funds to the Company or a Participating Subsidiary during the same Accumulation Period and require the Company or Participating Subsidiary to apply those funds to the purchase of Shares, nor may such Participant's payroll deductions continue, in accordance with Article VI. Any Eligible Employee who has withdrawn from the Plan may, however, re-enroll in the Plan on the next subsequent Enrollment Date following withdrawal in accordance with the provisions of Article VI.

10.2 Termination of Employment. Participation in the Plan terminates immediately when a Participant ceases to be employed by the Company or any Participating Subsidiary for any reason whatsoever, including but not limited to termination of employment, whether voluntary or involuntary, or on account of disability, or retirement, but not including death, or if the participating Subsidiary employing the Participant ceases for any reason to be a Participating Subsidiary. Participation in the Plan also terminates immediately when a Participant ceases to be an Eligible Employee under Article V or withdraws from the Plan. Upon termination of participation such terminated Participant's outstanding options shall thereupon terminate. As soon as administratively practical after termination of participation, the Company shall pay to the Participant or legal representative all amounts accumulated in the Participant's Account and held by the Company at the time of termination of participation, and any Participating Subsidiary shall pay to the Participant or legal representative all amounts accumulated in the Participant's Account and held by the Participating Subsidiary at the time of termination of participation.

10.3 Leaves of Absence.

(a) If a Participant takes a leave of absence (other than an Authorized Leave of Absence) without terminating employment, such Participant will be deemed to have discontinued contributions to the Plan in accordance with Section 8.3, but will remain a Participant in the Plan through the balance of the Accumulation Period in which his or her leave of absence begins, so long as such leave of absence does not exceed 90 days. If a Participant takes a leave of absence (other than an Authorized Leave of Absence) without terminating employment, such Participant will be deemed to have withdrawn from the Plan in accordance with Section 10.1 if such leave of absence exceeds 90 days.

(b) An Employee on an Authorized Leave of Absence shall remain a Participant in the Plan and, in the case of a paid Authorized Leave of Absence, shall have deductions made under Section 8.1 from payments that would, but for the Authorized Leave of Absence, be Base Earnings. An Employee who does not return from an Authorized Leave of Absence on the scheduled date (or, in the case of Qualified Military Leave, prior to the date such individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 have expired or terminated) shall be deemed to have terminated employment on the last day of such Authorized Leave of Absence (or, in the case of Qualified Military Leave, the date such reemployment rights expire or are terminated).

(c) An "Authorized Leave of Absence" means (a) a Qualified Military Leave, and (b) an Employee's absence of more than 90 days which has been authorized, either pursuant to a policy of the Company or the Participating Subsidiary that employs the Employee, or pursuant to a written agreement between the employer and the Employee, which policy or written agreement guarantees the Employee's rights to return to employment.

10.4 Death. As soon as administratively feasible after the death of a Participant, amounts accumulated in his or her Account shall be paid in cash to the beneficiary or beneficiaries designated by the Participant on a beneficiary designation form approved by the Board, but if the Participant does not make an effective beneficiary designation then such amounts shall be paid in cash to the Participant's spouse if the Participant has a spouse, or, if the Participant does not have a spouse, to the executor, administrator or other legal representative of the Participant's estate. Such payment shall relieve the Company and the Participating Subsidiary of further liability with respect to the Plan on account of the deceased Participant. If more than one beneficiary is designated, each beneficiary shall receive an equal portion of the Account unless the Participant has given express contrary instructions. None of the Participant's beneficiary, spouse, executor, administrator or other legal representative of the Participant's estate shall, prior to the death of the Participant by whom he has been designated, acquire any interest in the amounts credited to the Participant's Account under the Plan.

XI. Miscellaneous

11.1 Interest. Interest or earnings will not be paid on any Employee Accounts.

11.2 Restrictions on Transfer. The rights of a Participant under the Plan shall not be assignable or transferable by such Participant, and an option granted under the Plan may not be exercised during a Participant's lifetime other than by the Participant. Any such attempt at

assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from the Plan in accordance with Section 10.1.

11.3 Administrative Assistance. If the Administrator in its discretion so elects, it may retain a brokerage firm, bank, other financial institution or other appropriate agent to assist in the purchase of Shares, delivery of reports or other administrative aspects of the Plan. If the Administrator so elects, each Participant shall (unless prohibited by applicable law) be deemed upon enrollment in the Plan to have authorized the establishment of an account on his or her behalf at such institution. Shares purchased by a Participant under the Plan shall be held in the account in the Participant's name, or if the Participant so indicates in the enrollment form, in the Participant's name together with the name of one or more other persons in joint tenancy with right of survivorship or in tenancy by the entireties or as spousal community property, or in such forms of trust as may be approved by the Administrator, to the extent permitted by law.

11.4 Costs. All costs and expenses incurred in administering the Plan shall be paid by the Company or Participating Subsidiaries, including any brokerage fees on the purchased Shares; excepting that any stamp duties, transfer taxes, fees to issue stock certificates, and any brokerage fees on the sale price applicable to participation in the Plan after the initial purchase of the Shares on the Purchase Date shall be charged to the Account or brokerage account of such Participant.

11.5 Equal Rights and Privileges. All Eligible Employees shall have equal rights and privileges with respect to the Plan so that the Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Notwithstanding the express terms of the Plan, any provision of the Plan which is inconsistent with Section 423 or any successor provision of the Code shall without further act or amendment by the Company or the Board be reformed to comply with the requirements of Code Section 423. This Section 11.5 shall take precedence over all other provisions in the Plan.

11.6 Applicable Law. The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Kansas.

11.7 Amendment and Termination. The Board may amend, alter or terminate the Plan at any time; provided, however, that no amendment which would amend or modify the Plan in a manner requiring stockholder approval under Code Section 423 or the requirements of any securities exchange on which the Shares are traded shall be effective unless, within one year after it is adopted by the Board, it is approved by the holders of a majority of the voting power of the Company's outstanding shares. In addition, the Board (if appointed under Section 3.1) may amend the Plan as provided in Section 3.3, subject to the conditions set forth therein and in this Section 11.7.

If the Plan is terminated, the Board may elect to terminate all outstanding options either prior to their expiration or upon completion of the purchase of Shares on the next Purchase Date, or may elect to permit options to expire in accordance with the terms of this Plan (and participation to continue through such expiration dates). If the options are terminated prior to expiration, all funds accumulated in Participants' Accounts as of the date the options are terminated shall be returned to the Participants as soon as administratively feasible.

11.8 No Right of Employment. Neither the grant nor the exercise of any rights to purchase Shares under this Plan nor anything in this Plan shall impose upon the Company or Participating Subsidiary any obligation to employ or continue to employ any employee. The right of the Company or Participating Subsidiary to terminate any employee shall not be diminished or affected because any rights to purchase Shares have been granted to such employee.

11.9 Requirements of Law. The Company shall not be required to sell, issue, or deliver any Shares under this Plan if such sale, issuance, or delivery might constitute a violation by the Company or the Participant of any provision of law. Unless a registration statement under the Securities Act is in effect with respect to the Shares proposed to be delivered under the Plan, the Company shall not be required to issue such Shares if, in the opinion of the Company or its counsel, such issuance would violate the Securities Act. Regardless of whether such Shares have been registered under the Securities Act or registered or qualified under the securities laws of any state, the Company may impose restrictions upon the hypothecation or further sale or transfer of such shares (including the placement of appropriate legends on stock certificates) if, in the judgment of the Company or its counsel, such restrictions are necessary or desirable to achieve compliance with the provisions of the Securities Act, the securities laws of any state, or any other law or are otherwise in the best interests of the Company. Any determination by the Company or its counsel in connection with any of the foregoing shall be final and binding on all parties.

If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares issued under the Plan is no longer required in order to comply with applicable securities or other laws, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing a like number of shares lacking such legend.

The Company may, but shall not be obligated to, register or qualify any securities covered by the Plan. The Company shall not be obligated to take any other affirmative action in order to cause the grant or exercise of any right or the issuance, sale, or deliver of Shares pursuant to the exercise of any right to comply with any law.

11.10 Gender. When used herein, masculine terms shall be deemed to include the feminine, except when the context indicates to the contrary.

11.11 Withholding of Taxes. The Company or Participating Subsidiary may withhold from any purchase of Shares under this Plan or any sale, transfer or other disposition thereof any local, state, federal or foreign taxes, employment taxes, or other taxes at such times and from such other amounts as it deems appropriate. The Company or Participating Subsidiary may require the Participant to remit an amount in cash sufficient to satisfy any required withholding amounts to the Company or Participating Subsidiary, as the case may be.

Executed this 29th day of October, 2007.

GARMIN LTD.

By: /s/ Min. H. Kao
Min H. Kao
Chairman and CEO

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CERTIFICATION

I, Min H. Kao, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Garmin Ltd.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2007

By /s/ Min H. Kao

Min H. Kao
Chairman and
Chief Executive Officer

CERTIFICATION

I, Kevin Rauckman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Garmin Ltd.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2007

By /s/ Kevin Rauckman

Kevin Rauckman
Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Garmin Ltd. (the "Company") on Form 10-Q for the period ending September 29, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Min H. Kao, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2007

By /s/ Min H. Kao

Min H. Kao
Chairman and
Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Garmin Ltd. (the "Company") on Form 10-Q for the period ending September 29, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kevin Rauckman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2007

By /s/ Kevin Rauckman

Kevin Rauckman
Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.