

Mini Gadgets, Inc.  
562 Wylie Road  
Suite 2  
Marietta, GA 30067  
770-694-6921



# Authorized Dealer Terms & Conditions

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## **Thank you for contacting Mini Gadgets, Inc!**

We appreciate your business and welcome you to our family of dealers. Throughout this packet you will find our terms, conditions, and policies for warranties, returns, pricing, shipping and more.

Please read through the following information carefully and be sure you understand before signing at the end. If you have any questions or concerns, please call us at 770-694-6921. We will be happy to answer any questions you have.

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## WARRANTY & RETURNS

### Warranty

Mini Gadgets, Inc. (MGI) offers a **Limited Lifetime Warranty** on every product **excluding GPS Trackers** effective from the date of purchase. GPS Trackers are Warrantied for 1 year from the date of purchase. This warranty is nontransferable beyond the original dealer and end-user.

At our discretion, we will repair or replace the product with an equal or superior item.

A credit will only be issued under the following circumstances:

- If the item cannot be repaired or replaced
- If the item is returned in new condition within 14 days from date of delivery to requesting an RMA number
- At any other time as we deem necessary

The warranty does not cover normal wear and tear. The warranty is voided when damage is caused by:

- Improper handling
- Neglect or failure to follow directions
- Forces beyond the control of MGI (e.g. flood, fire)
- Attempted repair or opening of the product by the dealer or end-user
- Battery that is included with the product

Any missing accessories or products must be reported within 48 hours of package delivery. We will not replace missing items that are reported later than 48 hours of original delivery. MGI will take Holidays into consideration as we deem necessary.

### Disclaimer

**Warranties and Technical Support apply only to products purchased from MGI. We may require proof of purchase before servicing any product. We reserve the right to refuse service on any product deemed not to have been purchased from us, or if it is determined that our Technical Support service is being abused (i.e. if customer calls many times for exact same issue that was previously resolved, or is becoming discourteous).**

**MGI will not provide support, picture, manuals or descriptions to any Dealers that may purchase the same or similar products from other sources.**



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## WARRANTY & RETURNS CONTINUED

### Disclaimer Cont.

In no event shall MGI be liable for any direct or indirect, incidental, special, or consequential loss or damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the products, even if MGI has been advised of the possibility of such damages. This limitation is intended to apply and does not apply without tort or contract law, or on the warranty, or under any other law or form of action except in relation to liability for death or personal injury, for which no limit applies, the liability of MGI and any authorized dealer to you for loss or damage arising directly from the negligence of MGI or that of its employees or agents.

Repair or replacements of the product or component are the exclusive remedies provided. MGI, on behalf of itself and its distributors hereby disclaims all other warranties, conditions, representations, or guarantees of any kind, either express or implied including, but not limited to, implied warranties or merchantability, satisfactory quality, and/or fitness for purpose.

MGI reserves the right to refuse crediting or replacing a product if we determine that our policies are being abused. This can include situations such as many returns for the same item or frequent changing of information (i.e. replace instead of credit).

**Mini Gadgets, Inc. reserves the right to change or update warranty and return policies without notice.**

### Credit

A credit will only be issued if the item cannot be repaired or replaced, if the item is returned in new condition within 14 days from date of delivery to requesting an RMA number; or at any other time as we deem necessary. Credit value will be based on purchase price as long as an invoice/PO/Order number is provided. If this is not provided, current market value will be used when crediting.

We do not issue credit for the following items:

- Used products
- Single use products
- Counter-surveillance detectors
- Software
- Any item requiring activation



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## WARRANTY & RETURNS CONTINUED

### Credit Guidelines

**Warranty voided** – No credit will be issued. You will be notified and you will have the option to have the item returned to you at your own cost.

**Item is fully functioning but there are missing or damaged accessories or packaging**  
- MGI will notate the missing or damaged accessories or packaging. If we are able to replace the missing items we will do so and issue you a 20% restock fee. If we do not have replacements for the missing items no credit will be issued, you will be notified and you will have the option to have the item returned to you at your own cost.

**Item is fully functioning and all packaging and accessories are included and in new condition** - MGI will issue a restock fee unless in our judgment the items, box and all accessories are in brand new condition and have never been used. If this is the case no restock fee will be issued and a full credit will be issued.

**Item is non-functioning but there are missing or damaged accessories or packaging**  
- MGI will notate the missing or damaged accessories or packaging. If we are able to replace the missing items we will do so and issue you a 20% restock fee. If we do not have replacements for the missing items no credit will be issued, you will be notified and you will have the option to have the item returned to you at your own cost.

**Item is non-functioning and includes all packaging and accessories in new condition**  
- Full credit will be issued

**Item has previously been returned to Dealer's facility and has been re-shipped by dealer**  
- Credit may or may not be issued at MGI's discretion.

## Restocking fee

- A 20% restocking fee may be assessed for products that are functional, but not “like new.”
- If MGI provides a custom-built item, that item is ineligible to be returned for credit. MGI will provide an RMA for repair/replacement and make the item “like new” and place it in a reserved stock section for the dealer to use on future orders.

## Returns

- Before submitting a product for return, please contact technical support at 770-694-6921 for troubleshooting. In the event that we are unable to troubleshoot the product, please visit <https://minigadgets.com/rma-request-form.html> to request an RMA.
- MGI offers a one-time per customer exchange policy as long as they are within the 14 day return range.

All returned merchandise must be in the original packaging, in “like new” condition with all components, manuals and cables included (See above). Products using accessories such as batteries and SD cards must be returned with the factory-sealed accessories. Product that is returned incomplete will be shipped back to the customer. Merchandise returned with missing items will not be refunded. Return shipping charges are the sole responsibility of the dealer or the end-user.

To return a defective product, please follow the steps outlined below.

1. Visit <https://minigadgets.com/rma-request-form.html>
2. Please provide the following information when requesting a Return Authorization Number: Original order number (located in the conformation email), name of product being returned, reason for return, your name, daytime telephone number and e-mail address.
3. Verify that all merchandise is in the original packaging with all components, manuals, cables, and accessories are included.
4. For your protection, use a "traceable" shipping method such as UPS Ground or USPS Priority.
5. Please address the package to:  
Mini Gadgets Inc RETURNS  
RMA CN#####  
562 Wylie Road, Suite 2  
Marietta, Georgia 30067
6. Return the merchandise within 15 days of issuance of the RMA#. Print the Return Authorization Number clearly on the outside of the package. **Packages without a Return Authorization Number WILL BE REFUSED.**

Returns are typically processed within three to five business days after the date of arrival. Processing may take up to ten business days, depending on return volume.



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## MAP POLICY

### MAP Pricing

Some products have a minimum advertised price, or MAP price.

Purchasing a MAP-priced product implies an agreement to adhere to MAP pricing in any and all general media, including but not limited to:

- Flyers
- Posters
- Coupons
- Mailers
- Public signage
- Press releases
- Inserts
- Newspapers
- Magazines
- Catalogs
- Mail order catalogs
- Internet
- Electronic media
- Television
- Radio

MAP guidelines only apply to the advertised price and do not apply to the price of the actual sale. MGI dealers and distributor may sell their products at any price they elect within their retail location or to an individual customer over the telephone, nor does MAP pricing establish a maximum advertised price. Dealers and distributors may offer any MGI product at above the MAP price.

### MAP Guidelines

The following are the MAP guidelines, which apply to all resellers of MGI's products on the Internet.

Resellers shall not

- Display a price for an MGI product anywhere on their website at less than the MAP price, including any and all "click through," "pop-up," or "shopping cart" links.
- Link their website to any outside sites that display a price for an MGI product at less than the MAP price.
- Place ads or banner ads on any third-party Internet sites including, but not limited to, portal sites, natural or paid search engine listings, shopping sites and auction sites, that list a price for an MGI product at less than the MAP price.

Resellers may

- Use terms and phrases similar to "sale price," "call for price," "discounted price," or "we offer the lowest price" as long as the listed price is not below MAP price.
- Give electronic or verbal quotes in direct response to customer requests for discount or sale pricing.



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## MAP POLICY CONTINUED

### Penalties

Intentional and/or repeated failure to abide by MAP guidelines result in

- 1<sup>st</sup> offense – 24 hours to correct pricing, account will be suspended until MAP is corrected.
- 2<sup>nd</sup> offense – 12 hours to correct pricing, account will be suspended until MAP is fixed. All pending shipments will be placed on hold.
- 3<sup>rd</sup> offense – Loss of preferred pricing privilege resulting in an immediate price increase on Mini Gadgets, Inc.

### Disclaimer

Mini Gadgets, Inc. reserves the right to lower, raise, or suspend the MAP pricing of any and all products at any time to increase revenue or to promote sales.





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## SHIPPING

### Time and Methods

We strive to ship all UPS & FedEx orders placed before 4:15 PM Eastern Standard Time (EST) on the same day. For USPS, we strive to ship all orders placed before 12:00 PM (EST).

Ground orders typically deliver within one to seven days. Saturday delivery is available for an additional charge. Sunday is a non-delivery day.

We ship orders within the continental U.S. by UPS. International orders, P.O. box orders, and orders to Hawaii and Alaska are shipped USPS by default. UPS is available to these customers by request on a quote-by-quote basis. For international customers requesting UPS, brokerage fees will apply. Only USPS ships to military bases.

See table below for individual default shipping insurance amounts by service:

Service	Default Insured Amount
UPS	Up to \$100
USPS First Class	Not Insured
USPS Priority	Up to \$50
USPS Priority Express	Up to \$100
USPS Priority or Priority Express International	Up to \$200
FedEx	Not Insured

In the event that a package is lost or damaged, coverage is only provided up to this amount. Additional shipping insurance for drop shipments is available at a rate of \$0.55 per every \$100 declared value for UPS shipments and \$0.75 per every \$100 declared value for USPS Shipments. Please contact our shipping department for additional information. Search for "Insurance" on our website to purchase additional insurance for either UPS or USPS. MGI insures all wholesale orders (MGI-to-Dealer) for the subtotal of items purchased. Insurance for drop shipments must be purchased at your discretion. Please review the details and terms and conditions on the individual product pages. These are subject to change.

Priority International delivers to Canada in about one to two weeks. Delivery to other international locations may take slightly longer than two weeks. Packages sent internationally that are either lost or damaged are non-refundable unless the dealer previously requested insurance.

Refused and returned packages sent via UPS incur a fee of the original shipping cost plus fuel surcharges of \$15-20, which becomes the responsibility of the dealer.

## Drop-shipping Rates

Minigadgets Inc. offers real-time shipping rates in lieu of flat shipping rates. This ensures that there is never any undercharging or overcharging for shipping related services when processing orders.

- \* **USPS Express is not available to Russia**
- \* **Rate pricing & shipping services offered are subject to change at any time MGI deems necessary and without prior notice**
- \* **Packages containing only Li-Ion batteries (EX: BBBatteryPack) can only be shipped UPS Ground to the Continental United States.**
- \* **To ship International or to Alaska/Hawaii via UPS please call to confirm pricing and place your order.**

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## TERMS AND CONDITIONS

ALL STATEMENTS MADE HEREIN ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

We authorize Mini Gadgets, Inc. to make any and all inquiries necessary for action on this credit application and indemnify Mini Gadgets, Inc. from any liability resulting from their survey.

We agree to promptly pay all bills within the terms expressed on the invoice. We agree that Mini Gadgets, Inc. shall retain a purchase money security interest in all merchandise purchased by us until Mini Gadgets, Inc. receives payment in full. We further agree that merchandise ordered by us or any other designated person shall be charged to the credit card on file. In the event that any suit or action is instituted to collect an amount due on our account, we agree to pay, in addition to the amount owed, all legal fees and collection fees incurred, including attorney's fees. This is a personal guarantee of payment and is unconditional and absolute.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Must be signed by Owner, Partner, or Officer listed in the ownership section above. If borrower is a Corporation, a corporate Officer **must** sign this form. All returned checks will be assessed a \$40 charge and account will automatically be put on COD.