

TERMS AND CONDITIONS

1. COPYRIGHT

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- 1.2 Users may download, view and print content from this site for private and non-commercial purposes only.
- 1.3 All moral rights of Digital Data Systems (Pty) Ltd and its employees/agents are reserved.
- 1.4 Digital Data Systems (Pty) Ltd cannot screen or edit all the content available from the Perfect Power website. Brought to you by Digital Data Systems (Pty) Ltd and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform Digital Data Systems (Pty) Ltd of any content that may be offensive or illegal.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Digital Data Systems (Pty) Ltd and as such are protected from infringement by local and international legislation and treaties.

3. ELECTRONIC COMMUNICATIONS

- 3.1 When a user visits the Perfect Power website or sends e-mails to Perfect Power / Digital Data Systems (Pty) Ltd, that user consents to receiving communications from Digital Data Systems (Pty) Ltd electronically and agrees that all agreements, notices, disclosures and other communications sent by Digital Data Systems (Pty) Ltd satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

4. HYPERLINKS

- 4.1 No person, business or web site may link to any page on this site without the prior written permission of Digital Data Systems (Pty) Ltd. Such permission could be obtained from the person referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with Digital Data Systems (Pty) Ltd.
- 4.2 Hyperlinks provided on this site to non Perfect Power sites, are provided as is and Digital Data Systems (Pty) Ltd does not necessarily agree with, edit or sponsor the content on such web pages.

5. FRAMING

- 5.1 No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

6. SPIDERS AND CRAWLERS

- 6.1 No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Digital Data Systems (Pty) Ltd. Such permission could be obtained from the person referred to in clause 1 hereof.

7. DISCLAIMER

7.1 Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Digital Data Systems (Pty) Ltd nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site.

Furthermore, Digital Data Systems (Pty) Ltd makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to the person referred to in clause 1.

7.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Digital Data Systems (Pty) Ltd that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

7.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Digital Data Systems (Pty) Ltd and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

7.4 All items purchased from Digital Data Systems (Pty) Ltd are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Digital Data Systems (Pty) Ltd to such agents upon delivery of any item to such carrier.

7.5 Neither Digital Data Systems (Pty) Ltd nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

8. COSTS

8.1 PRICES:

8.1.1 The price of each product is available directly from Digital Data Systems (Pty) Ltd or is available from a Perfect Power Dealer or Distributor listed as such on the Perfect Power website.

8.1.2. All transactions are in South African Rands (ZAR).

8.2 SHIPPING COSTS:

8.2.1 The cost of shipping will be listed with the product price and is dependant on location.

8.3 VALUE ADDED TAX:

8.3.1 Value added tax at the rate of 14% is charged on goods bought by South African residents.

8.3.2 VAT is not payable on international orders.

8.4 IMPORT DUTIES:

8.4.1 Import duties may be payable by recipients of goods in foreign countries. Digital Data Systems (Pty) Ltd. does not know what levies may be payable and cannot calculate or estimate such costs.

9. DELIVERIES

9.1 Inside the borders of South Africa

9.1.1 Delivery usually takes place within one week after payment is made for the order – however, an accurate indication of the delivery time will be provided to you upon placement of an order.

9.2 Outside the borders of South Africa

9.2.1 Delivery usually takes place within one or two weeks after payment for the order - however, seasonal peaks and delays at customs etc is outside the control of Digital Data Systems (Pty) Ltd. and deliveries may take up to four weeks.

9.2.2 It is possible to courier goods to international addresses. The costs are determined on an ad hoc basis.

9.3 Delays and cancellations

9.3.1 Digital Data Systems (Pty) Ltd. makes every effort to assure that the information supplied on the site is accurate. Where delays and out of stock situations occur, every effort will be made to inform the buyer.

10. PAYMENT METHODS

10.1 Credit card payments.

10.1.1 At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.

10.1.2 Payment is only collected when the order is completed. Shipment of the goods will be made once payment has cleared into the Digital Data Systems (Pty) Ltd Bank Account.

10.1.3 Note that to protect it's own and the interests of customers, Digital Data Systems (Pty) Ltd. scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Digital Data Systems (Pty) Ltd. is not satisfied with it's legitimacy.

10.2 Bank deposit payments.

10.3.1 If the buyer selects the 'pay via bank deposit' button, instructions will be given on how to deposit monies into the Digital Data Systems (Pty) Ltd.net bank account and it would be subject to the following rules:

10.3.1.1 The exact amount must be paid

10.3.1.2 The payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer.

10.3.1.3 No transfers must be made from ATM's

10.3.1.4 Cheque deposits are subject to a clearing period.

10.3.1.5 Unpaid bank deposit orders are cancelled after five business days.

11. AGREEMENTS OF SALE

11.1 An agreement of sale between Digital Data Systems (Pty) Ltd and a user only comes into effect if and when:

11.1.1 A credit card authorisation is received from the issuing bank; or

11.1.2 A deposit of an electronic transfer is reflected on Digital Data Systems (Pty) Ltd's bank statement or

11.1.3 A direct deposit is reflected on Digital Data Systems (Pty) Ltd's bank statement

11.2 Digital Data Systems (Pty) Ltd reserves the right to refuse to accept and/or execute an order without giving any reasons. Digital Data Systems (Pty) Ltd also reserves the right to cancel orders in whole or in part as circumstances dictate. Digital Data Systems (Pty) Ltd shall only be liable to refund monies already paid by the user.

11.3 Digital Data Systems (Pty) Ltd shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Digital Data Systems (Pty) Ltd. will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

11.4 Consumers can request a full record of the transaction that is maintained for a period of twelve months from Digital Data Systems (Pty) Ltd

12. STOCK AVAILABILITY

12.1 Stocks of all goods on offer are limited. Digital Data Systems (Pty) Ltd shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, Digital Data Systems (Pty) Ltd shall only be liable to refund monies where it is unable to fulfill orders at advertised prices.

13. SPECIAL OFFERS

13.1 Digital Data Systems (Pty) Ltd shall not be liable for the sale of items at lower prices if such prices were increased and users and/or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.

13.2 If Digital Data Systems (Pty) Ltd supplies the wrong product or if the product is in any way faulty or damaged, Digital Data Systems (Pty) Ltd will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replaced and Digital Data Systems (Pty) Ltd will refund the purchase price including delivery costs.

14. GOVERNING LAW

14.1 This site is currently hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

15. PRIVACY

15.1 Digital Data Systems (Pty) Ltd shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

15.2 Digital Data Systems (Pty) Ltd may electronically collect, store and use the following personal information of Users:

- 15.2.1 name and surname;
- 15.2.2 birth date;
- 15.2.3 gender;
- 15.2.4 country of residence;
- 15.2.5 closest city;
- 15.2.6 non-personal browsing habits and click patterns;
- 15.2.7 e-mail address; and
- 15.2.8 IP address.

15.3 Digital Data Systems (Pty) Ltd collects, stores and uses the abovementioned information for the following purposes:

- 15.3.1 to greet the User when he/she accesses the Perfect Power web site;
- 15.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the Perfect Power website;
- 15.3.3 subject to the User's consent, inform the User about competitions and special offers from Digital Data Systems (Pty) Ltd and/or its partners / affiliates;
- 15.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Perfect Power web site.

15.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

15.5 The User may elect not to receive any communications from Digital Data Systems (Pty) Ltd and/or its partners / affiliates.

15.6 Digital Data Systems (Pty) Ltd may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

15.6.1 Digital Data Systems (Pty) Ltd shall not disclose personal information from Users unless the User consents thereto;

15.6.2 Digital Data Systems (Pty) Ltd shall disclose information without the User's consent only through due legal process; and

15.6.3 Digital Data Systems (Pty) Ltd may compile, use and share any information that does not relate to any specific individual.

15.7 Digital Data Systems (Pty) Ltd owns and retains all rights to non-personal statistical information collected and compiled by Digital Data Systems (Pty) Ltd.

16. SECURITY

16.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Digital Data Systems (Pty) Ltd suffers any damage or loss.

16.2 The user agrees and warrants that its login name and password shall:

16.2.1 be used for personal use only; and

16.2.2 not be disclosed to any third party.

16.3 The user allows Digital Data Systems (Pty) Ltd to take all reasonable steps to ensure the integrity and security of the Perfect Power site and back-office applications.

16.4 Virtual Card Services process all credit card transactions. All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

17. CHANGES TO AGREEMENT

17.1 Digital Data Systems (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

18. DISPUTES

18.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Digital Data Systems (Pty) Ltd, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Johannesburg in English. The arbitration rules may be downloaded from: http://www.arbitration.co.za/Pages/docs/expedited_rules.pdf.

19. DOMICILIUM

19.1 Digital Data Systems (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 22 Arbeid Avenue Strijdom Park, Randburg 2194, South Africa.

20. TERM AND TERMINATION

20.1 This agreement shall commence when the user registers on or uses the Perfect Power site and continues indefinitely until terminated by Digital Data Systems (Pty) Ltd in terms of clause 16 hereto or for any other reason.

21. GENERAL INFORMATION

21.1 Digital Data Systems (Pty) Ltd is the manufacturer of the Perfect Power brand of products.

22. RETURNS / REFUND POLICY

Any return needs to be authorised in advance. Please contact us on +27 11 791 5947, or info@perfectpower.com for an authorisation number.

When returning any of our products, please use either of the following methods:

For returns via the postal service: Digital Data Systems (Pty) Ltd
P O Box 35872
Northcliff
2154
South Africa

PLEASE ENSURE THAT YOU INCLUDE A ZERO VALUE AND A DESCRIPTION OF "REPAIR" FOR CUSTOMS PURPOSES.

For returns via a shipping company: Digital Data Systems (Pty) Ltd
22 Arbeid Avenue
Strijdom Park
Randburg
South Africa

PLEASE ENSURE THAT YOU INCLUDE A ZERO VALUE AND A DESCRIPTION OF "REPAIR" FOR CUSTOMS PURPOSES.

All returns must be sent pre-paid and no collect shipments will be accepted. Please insure the parcel for its full value.

Once we receive the returned products they are checked and tested for any manufacturing faults. If we determine that there is a manufacturing fault, we will refund the shipping or postal costs.

We cannot accept returns on custom made parts. We also cannot accept returns on parts that are:

- Custom made
- Used, installed or damaged by oil, coolant or fuel
- Not in their original packaging

PLEASE NOTE THAT DUE TO THE ELECTRONIC NATURE OF OUR PRODUCTS NO REFUNDS WILL BE GIVEN ON GOODS PURCHASED. FOR WARRANTY REPLACEMENT OR EXCHANGE CLAIMS PLEASE SEE OUR PRODUCT WARRANTY POLICY AND FOLLOW THE INSTRUCTIONS FOR RETURNS.

23. PRODUCT WARRANTY POLICY

Perfect Power unit(s) come with a 12 month warranty from shipment date, on the electronics, excluding the power drivers.

The warranty will fall away if:

1. The unit(s) has/have been tampered with.
2. The unit(s) has/have been abused, misused or incorrectly maintained.
3. The unit(s) has/have been incorrectly installed.
4. The unit(s) was/were not tested on receipt.

If the unit(s) was/were damaged in transit, then the Distributor or Dealer from whom the unit(s) was/were purchased, will replace it as soon as possible.

Please note that if the unit(s) has/have been working fine for a while and then fail(s), it could be because of one of the following:

- The unit(s) has/have been damaged in installation. (Not covered by warranty)
- One of the internal power driver(s) has/have been destroyed. (Not covered by warranty)
- Malfunction of electronics. (Covered by warranty)

The damaged unit(s) will need to be sent back to the factory, by your Distributor/Dealer, for inspection. A new unit(s) need(s) to be purchased to replace it. If the problem is a manufacturing fault, the unit(s) will be replaced and shipping fees will be refunded. However, Perfect Power will not be held liable for the cost of removal, re-installation, dyno time and mapping of the unit(s).

Perfect Power unit(s) need(s) to be returned to your relevant Distributor/Dealer before any claims procedure can begin.

Please follow the instructions under our Returns/Refund Policy when returning units for a warranty replacement / exchange.

PLEASE NOTE: The PRS and SMT units CANNOT be repaired.

WARRANTY DISCLAIMER

Under no circumstances will Perfect Power be held responsible for any incidental, indirect, specific or consequential damages arising from the use of the unit(s).